

The Oregon Mortgage Company Ltd. and Lorenzo Hill.

This Agreement, entered into this 21st day of October 1898 between The Oregon Mortgage Company Limited, party of the first part, and Lorenzo Hill party of the second part, witnesseth.

Whereas, for a valuable consideration, on the 5th day of November 1889 Lorenzo Hill, widower, executed his certain Note for the sum of \$600. in favor of R. Livingstone, and on the same day, for the security of the payment of the said Note made, executed and delivered to the said R. Livingstone a certain Indenture of Mortgage, which mortgage was duly executed, attested and acknowledged, and was recorded on the 16th day of November 1889 in the Records of Mortgages for Skamania County, State of Washington, in Book D at page 232 of the said Records, and which mortgage and note were afterwards assigned to The Oregon Mortgage Company, Limited the party of the first part, and which mortgage covers the following described property, in said County of Skamania and State of Washington to wit:

The South East quarter of the South West quarter (SE¹/₄SW¹/₄), the South West quarter of the South East quarter (SW¹/₄SE¹/₄) of Section Eighteen (18) in Township Two (2) North of Range Five (5) East of the Willamette Meridian and

Whereas, the said Note and Mortgage are now overdue and unpaid, and

Whereas, the party of the second part do not wish at the present time to pay the said debt,

Now Therefore, in consideration of the premises, the party of the second part does hereby acknowledge the existence and validity of the said Mortgage, and the Note for the security of which the said Mortgage was given, and also that the said Mortgage is now a valid and subsisting lien on the real property described therein, and upon the whole thereof, and that the said lien is prior in time and superior in dignity to any liens thereon claimed by the party of the second part or any of them, and that the interests of the party of the second part in said land are subject to the lien of said Mortgage. It is agreed that the execution of this instrument shall not release any party now liable for the payment of said debt, or any part of it. In witness whereof, these presents are signed and sealed in duplicate this day and year first above written.

The Oregon Mortgage Company Ltd.

Witnesses to party of the first part:
 H. K. Baxter
 J. Baiki

By R. Livingstone *(Seal)*
 Attorney in fact
 By Vera Snow *(Seal)*
 Attorney in fact

Witnesses to parties of the second part
 Jennie Lowton
 Fritz Braun

Lorenzo Hill *(Seal)*

State of Oregon
 County of Multnomah } ss

On this 21st day of October A.D. 1898, before me, the undersigned, a Notary Public within and for the State of Oregon personally appeared R. Livingstone and Vera Snow Attorneys in fact for The Oregon Mortgage Company Ltd. known to me to be the persons described in and who executed the above and foregoing instrument as the act and deed of the said The Oregon Mortgage Company Ltd. and acknowledged to me that they had executed the foregoing instrument for, on behalf of, and as the act and deed of the said The Oregon Mortgage Company, Ltd. for the purposes therein mentioned.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notarial Seal)

Sub. 21 Oct 98
 O. M. Co.
 Notary Public

J. Baiki
 Notary Public for the State of Oregon, Residing at Portland

State of Washington } ss
 County of Clark

On this 9th day of November A.D. 1898, before me, a Notary Public in and for said County and State, personally appeared the within named Lorenzo Hill, widower to me known to be the identical individuals described in and who executed the foregoing agreement, and acknowledged to me that they executed the same for the uses and purposes therein set forth.

In witness whereof, I have hereunto affixed my hand and official seal the day and year last above written

(Notarial Seal)

Sub. 21 Oct 98
 O. M. Co.
 Notary Public

Fritz Braun
 Notary Public for the State of Washington, Residing at Washougal, Wash.

Filed for record 23rd February 1899 at 9 a.m.
 Joseph A. Posthumus