

HIRAM S. & ESTHER A MARBLE TO HIRMAN MARBLE.

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KNOW ALL MEN BY THESE PRESENTS: that we Hiram S. Marble and Esther A. Marble husband and wife of the County of Skamania, in the Territory of Washington, in Consideration of Fifty Dollars to us in hand paid by Hiram Marble of the County of Skamania, Territory of Washington the receipt whereof is hereby acknowledged, have granted, bargained and sold, and we do by these presents grant, bargain, sell and convey unto the said Hiram Marble and unto his heirs and assigns, a one fourth undivided interest of the following described premises, namely:

The East one half of the South West one fourth of Section Eighteen (18) Township one (1) North of Range Five (5) East of the Willamette Meridian, The same being in Skamania County, Washington, Territory, containing Eighty acres, more or less. Together with all and singular the tenements hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above granted premises with the appurtenances, unto him the said Hiram Marble, and to his heirs and assigns forever.

And we the said Hirman S. Marble and Esther A. Marble for ourselves and our heirs, executors and administrators do Covenant with the said Hirman Marble, and his heirs and assigns that we are the lawful owners in fee simple of the aforesaid undivided one fourth interest in fee simple, of the said premises, that they are free from all liens and incumbrances whatever, except two mortgages in favor of Charles Brown one for two Hundred and twenty-five Dollars, and one for Four hundred Dollars; and we will, and our heirs executors and administrators shall forever Warrant and Defend the same against all lawful claims whatever, except the above named Mortgages.

IN WITNESS WHEREOF we have set our hands and seals this Twenty-third day of October in the year of our Lord one thousand eight hundred and eighty six.

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Hiram S. Marble (Seal)

Esther A. Marble (Seal)

Executed in presence of.

D. L. Russell.

Clara F. Marble.

TERRITORY OF WASHINGTON

COUNTY OF CLARKE

On this 23d day of October A.D. 1886, before me a Justice of the Peace in and for Clarke County, Washington Terrifory, personally appeared Hiram S. Marble and Esther A. Marble who are personally known to me to be the same persons whose names are signed to the within Deed Of Conveyance as parties thereto, and they acknowledged to me that they executed the said Deed of Conveyance freely. For the uses and purposes therein set forth.

And I do hereby Certify that the said Esther A. Marble, wife of the said Hiram S. Marble did acknowledge to me that she did voluntarily of her own free will, executed the said deed of Conveyance.

IN WITNESS WHEREOF, I have hereunto set my hand the day and year last above written.

D. L. Russell. Justice of the Peace,

in and for Clarke County, W. T.

Recorded March, 24th, 1891. ATTEST. John O. Waterman. Auditor.

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HARRY & LOTTA JONES TO EDWARD TENNEY.

Duplicate)

No. 2743. }

Recorders office at Vancouver. W. T.

October, 29th, 1888.

I That the plaintiff was a single and unmarried man until the 20th day of May A.D. 1871, on which day he married Louisa Trese his wife and prior to the said marriage he acquired in his own right the title to three hundred and ninety six acres of land from the government of the United States in the County of Skamania State (then Territory) of Washington and that he was on the said 20th day of May A.D. 1871 legally married at Portland, Oregon, to the said Louisa whose maiden name was Louisa Harvey.

II That three children were born as the fruits of said marriage as follows: Mary Loretta Trese who was born and died on the 28th day of March 1872 (Carl Francis Xavier Trese one of the defendants who was born on the 14th day of September A.D. 1873, and Herman Xavier Trese the other of the defendants who was born on the 28th day of March A.D. 1876 and none others.

III That the said wife Louisa Trese ^{died} intestate at Skamania County State of Washington on the 6th day of December A.D. 1888.

IV That on or about the 4th day of March A.D. 1884 the plaintiff sold and conveyed all of the said three hundred and ninety six acres of land acquired by him as aforesaid from the government of the United States in his own right for the sum of forty five hundred Dollars and thereafter out of the proceeds of said sale he purchased of Kinzey Marr the tract of land described in the complaint as follows to-wit: Lot one (1) of Section three Township one (1) north of Range six (6) East of T. M. and Lots two (2) and three (3) of Section thirty four (34) and the North East quarter of the South West quarter of said Section thirty four (34) in Township two (2) north of Range six (6) East of T. M. containing in the aggregate 105.25 acres, and that the same was by the said Kinzey Marr conveyed in fee to the plaintiff on the 5th day of April A.D. 1884 for the sum of one thousand Dollars which was by plaintiff paid out of the said proceeds of the sale of the lands first herein above referred to. but that the said conveyance did not upon its face and