

Samuel N. Gallaher to H. H. Garwood

This Indenture, made this 20th day of January A.D. 1899 between Samuel N. Gallaher, unmarried of the County of Skamania, State of Washington, party of the first part, and H. H. Garwood of the County of Multnomah State of Oregon, party of the second part, Witnesseth, That the said, party of the first part, for and in consideration of the sum of Two Hundred and Twenty Five Dollars to me in hand paid, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain, sell and convey unto the said party of the second part, his heirs and assigns, forever, all the following bounded and described property, to-wit:

The North West Quarter of section Twenty Nine in Township Three North of Range Six East of Willamette Meridian in Washington, containing One Hundred and Sixty Acres.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; and also the estate, right, title and interest of the said party of the first part, of, in and to the same.

To have and to hold the hereinbefore granted, bargained and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And the party of the first part covenant that he is the owner in fee of the said premises, that he will warrant and defend them against the lawful claims and demands of all persons whomsoever.

This Conveyance is intended as a Mortgage to secure the payment of the sum of Two Hundred and Twenty Five Dollars, in accordance with the tenor of a certain promissory note of which the following is substantially a copy, to-wit:

Portland Oregon, Jan 20th 99,

Twelve months after date, without grace I promise to pay, to the order of H. H. Garwood, at 518 Chamber of Commerce Bldg, Two Hundred and Twenty Five Dollars in gold coin of the United States of America of the present standard value, with interest thereon in like gold coin at the rate of ten per cent. per annum from date until paid, for value received. Interest to be paid semi-annually and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. And in suit or action is instituted to collect this note, or any portion thereof I promise and agree to pay to the costs and disbursements provided by statute, such additional sum in like Gold Coin, as the Court may