

Samuel N. Gallaker to H. H. Garwood

This Indenture, made this 20<sup>th</sup> day of January A.D. 1899  
between Samuel N. Gallaker, 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 20<sup>th</sup> 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