

J. E. Blagier & Wife to Hiram W. Sibley.

This Indenture, made this Twentieth day of November, A.D., 1906 by and between J. E. Blagier and Mattie J. Blagier, his wife, mortgagors, and Hiram W. Sibley, of Rochester, County of Monroe, State of New York, mortgagee:

Witnesseth, That said mortgagors for and in consideration of the sum of Twenty-seven Thousand Five Hundred Dollars, to them in hand paid, the receipt of which is hereby acknowledged, have bargained, sold, aliened, released, conveyed and confirmed, and by these presents do bargain, sell, alien, release, convey and confirm unto the said mortgagee his heirs and assigns forever, all the following described real estate, situated in the county of Skamania, and State of Washington, to-wit:

The North East quarter of Section Thirty-six (36), in Township Three (3) North, of Range Five (5) East, of Willamette Meridian, The South West quarter of Section Thirty (30), and the North half, and the North half of the south half of Section Thirty-one (31), in Township Three (3) North, of Range six (6) East of Willamette Meridian; excepting therefrom that certain dam now used by the Washougal River Dam Improvement and Log Driving Company, a corporation, and that certain parcel of land on which said dam is built and situated, and also all those certain tracts, pieces or parcels of real property within the flowage of said dam, situated in said section Thirty-one (31), in Township Three (3) North, of Range six (6) East of Willamette Meridian, and sufficient space or room about and around said dam for buildings and improvements and for the protection, operation and maintenance of said dam and improvements, together with the right to operate said dam at all times and and to back up water on said tracts, pieces or parcels of land in storing water on same or otherwise, and to discharge the same for the purpose of driving logs or other timber products, or otherwise: also, specially reserving a strip of land of rights of way on, over and through said lands one hundred (100) feet wide on each side of the Washougal River, commencing at the bank on either side of said river at a point on said river where same enters and, upon or across said described lands, and running the length of said river through said described premises to a point where same leaves said described lands.

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and to hold the above described premises unto the said mortgagee, his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Twenty-seven Thousand Five Hundred Dollars (\$27,500.00) in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit;

\$27,500.00.

Portland, Oregon, November 20, 1906,

On or before January 1, 1908, without grace, we promise to pay to the order of Hiram W. Sibley at Rochester, New York, Twenty-seven Thousand Five Hundred Dollars, in Gold Coins of the United States of America, of the present standard value, with interest thereon in like Gold Coins at the rate of six per cent. per annum from date until paid, for value received. In