

ALSO, ALL OF THE RIGHT, TITLE AND INTEREST OF THE PARTY OF THE FIRST PART IN AND TO THE RAILROAD TIES, TRACKS AND BRIDGES FORMERLY OWNED BY THE FIR LUMBER MANUFACTURING COMPANY, A CORPORATION (EXCEPTING THAT CERTAIN RAILROAD OVER THE BISHOP DONATION LAND CLAIM), TOGETHER WITH ALL ITS RIGHT, TITLE AND INTEREST IN AND TO ALL RIGHTS OF WAY ON AND OVER JOHNSON DONATION LAND CLAIM, AND ALL RIGHTS AND PRIVILEGES OF THE JOINT OCCUPATION, USE AND ENJOYMENT OF ALL RIGHTS, EASEMENTS AND PRIVILEGES IN AND TO THE S. M. HAMILTON DONATION LAND CLAIM IN SAID TOWNSHIP, COUNTY AND STATE AFORESAID.

TO HAVE AND TO HOLD, THE SAID PREMISES, WITH ALL THEIR APPURTENANCES, AND PROPERTY, UNTO THE SAID PARTIES OF THE SECOND PART, AND TO THEIR HEIRS AND ASSIGNS FOREVER; AND THE SAID PARTY OF THE FIRST PART, FOR ITSELF, AND ITS SUCCESSORS AND ASSIGNS, DOES HEREBY COVENANT TO AND WITH THE SAID PARTIES OF THE SECOND PART, THEIR HEIRS AND ASSIGNS, THAT IT IS THE OWNER IN FEE SIMPLE OF SAID PREMISES, AND PROPERTY, THAT THE SAME ARE FREE FROM ALL ENCUMBRANCES, AND THAT IT WILL WARRANT AND DEFEND THE TITLE THERETO AGAINST ALL LAWFUL CLAIMS WHATSOEVER, EXCEPT AS TO SAID RIGHTS OF WAY, TIES, TRACKS AND BRIDGES.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE, AND IS GIVEN TO SECURE THE PAYMENT OF FORTY-NINE THOUSAND AND TWENTY DOLLARS (\$49, 020.00), IN ACCORDANCE WITH THE TENOR OF EIGHT (8) CERTAIN PROMISSORY NOTES OF WHICH THE FOLLOWING ARE SUBSTANTIAL COPIES, TO-WIT:

\$5937.50

VANCOUVER, WASHINGTON, FEBRUARY 13TH 1920

ON OR BEFORE ONE (1) YEAR AFTER DATE, WITHOUT GRACE, DONOVAN-DUBOIS LUMBER CO. PROMISE TO PAY TO THE ORDER OF DONALD G. MCRAE AND THOMAS B. DAVIS AT NORTHWESTERN NATIONAL BANK, AT PORTLAND, OREGON, FIVE THOUSAND NINE HUNDRED AND THIRTY-SEVEN AND FIFTY HUNDREDTHS (\$5937.50) 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 SIX 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 CASE SUIT OR ACTION IS INSTITUTED TO COLLECT THIS NOTE, OR ANY PORTION THEREOF, IT PROMISES AND AGREES TO PAY, IN ADDITION TO THE COSTS AND DISBURSEMENTS PROVIDED BY STATUTE, SUCH ADDITIONAL SUM, IN LIKE GOLD COIN, AS THE COURT MAY ADJUDGE REASONABLE, FOR ATTORNEY'S FEES TO BE ALLOWED IN SAID SUIT OR ACTION.

(U.S.I.R.S. § 1.20)
(CANCELLED.)

(S E A L)

DONOVAN-DUBOIS LUMBER CO.

BY GEORGE L. DUBOIS
PRESIDENT.

DONOVAN-DUBOIS LUMBER CO.

BY J. J. DONOVAN
SECRETARY.

\$5937.50

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