

THE DONATION LAND CLAIM OF SAMUEL M. AND MARY JANE HAMILTON, BEING PARTS OF SECTIONS 19, 20/²⁹AND 30; THE SAMUEL M. HAMILTON HOMESTEAD ADJOINING THE ABOVE ON THE WEST, BEING PARTS OF SECTIONS 29 AND 30; THE SHORE LAND LYING BETWEEN SAID DONATION LAND CLAIM AND HOMESTEAD, AND THE COLUMBIA RIVER; ALL OF THE FOREGOING BEING SITUATE IN TOWNSHIP TWO NORTH, RANGE SEVEN EAST OF WILLAMETTE MERIDIAN, IN SKAMANIA COUNTY, STATE OF WASHINGTON.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-UNTO BELONGING OR IN ANYWISE APPERTAINING.

TO HAVE AND TO HOLD THE SAID PREMISES WITH THE APPURTENANCES UNTO THE SAID MORTGAGEE HIS HEIRS AND ASSIGNS FOREVER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE, HOWEVER, AND IS GIVEN TO SECURE THE PAYMENT BY THE MORTGAGORS TO THE MORTGAGEE OF THE SUM OF TWO THOUSAND DOLLARS IN UNITED STATES GOLD COIN OF THE PRESENT STANDARD VALUE, DUE TWO YEARS AFTER DATE WITH INTEREST FROM DATE UNTIL PAID AT RATE OF SIX PER CENT PER ANNUM, PAYABLE ANNUALLY; ALL ACCORDING TO THE TERMS OF A CERTAIN PROMISSORY NOTE OF EVEN DATE HERewith GIVEN BY THE MORTGAGORS TO THE MORTGAGEE, BEARING INTEREST PAYABLE AT THE RATES AND TERMS AFORESAID, AS FOLLOWS:

\$2000.00

PORTLAND, OREGON, NOVEMBER FIVE, 1923

TWO YEARS AFTER DATE, WITHOUT GRACE, I PROMISE TO PAY TO THE ORDER OF ERICK ENQUIST TWO THOUSAND 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 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, I PROMISE AND AGREE 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.

40¢ I.R. ATTACHED TO ORIGINAL
CANCELLED

DAISY B. EASTHAM

O. W. EASTHAM

THIS INDENTURE IS FURTHER CONDITIONED UPON THE FAITHFUL OBSERVANCE BY THE MORTGAGORS OF THE FOLLOWING COVENANTS HEREBY EXPRESSLY ENTERED INTO BY THE MORTGAGORS, TO-WIT:

THAT THEY ARE LAWFULLY SEIZED OF SAID PREMISES, AND NOW HAVE A VALID AND UN-INCUMBERED FEE SIMPLE TITLE THERETO, AND THAT THEY WILL FOREVER WARRANT AND DEFEND THE SAME AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER;

THAT THEY WILL FORTHWITH PAY ANY LIENS OR INCUMBRANCES NOW EXISTING UPON SAID PREMISES SUPERIOR TO THIS MORTGAGE;

THAT THEY WILL PAY THE SAID PROMISSORY NOTE AND ALL INSTALLMENTS OF INTEREST THEREON PROMPTLY AS THE SAME BECOME DUE, ACCORDING TO THE TENOR OF SAID NOTE;

THAT SO LONG AS THIS MORTGAGE SHALL REMAIN IN FORCE THEY WILL PAY ALL TAXES ASSESSMENTS AND OTHER CHARGES OF EVERY NATURE WHICH MAY BE LEVIED OR ASSESSED UPON OR AGAINST THE SAID PREMISES WHEN DUE AND PAYABLE, ACCORDING TO LAW, AND BEFORE THE SAME BECOME DELINQUENT, AND WILL ALSO PAY ALL TAXES WHICH MAY BE LEVIED OR ASSESSED ON THIS MORTGAGE OR THE DEBT THEREBY SECURED, AND WILL PROMPTLY PAY AND SATISFY ANY MECHANIC'S LIENS OR ^{OTHER LIENS OR} ENCUMBRANCES THAT MIGHT BY OPERATION OF LAW OR OTHERWISE BECOME A LIEN UPON THE MORTGAGED PREMISES SUPERIOR TO THE LIEN OF THIS MORTGAGE, AND WILL

Notation recorded November 22, 1923 in Book 8, page 214
J. S. Chasen, Co. Auditor
by Mabel J. Jones, Deputy