

14502 E. C. BUTLER to J. P. McGOWAN & SONS

THIS INDENTURE, Made this 19th day of November, A. D. 1927 by and between E. C. Butler, unmarried, party of the first part, and P. J. McGowan & Sons, a corporation, party of the second part.

Witnesseth, That, whereas, the party of the second part has loaned the party of the first part the full sum of FIVE THOUSAND DOLLARS, which sum the said party of the first part agrees to repay three years after this date, and to pay interest thereon annually at the rate of five per cent, per annum from this date until paid; and also to pay all taxes and assessments which may be assessed or levied to or against the party of the second part, or assigns, on account of such loan. All according to the terms of a certain promissory note given therefor, of which the following is a copy.

\$5000.00 Portland, Oregon, November 19, 1927.

On or before three years after date, without grace, I promise to pay to the order of P. J. McGowan & Sons, a corporation, at Portland, Oregon, Five 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 five 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.

E. C. Butler

Now Therefore, in consideration of said loan, and for the purpose of securing the payment of the said several sums of money named in said note, and the faithful performance of all the covenants herein contained, the party of the first part does hereby grant, bargain, sell and convey unto the said party of the second part its successors and assigns forever, all of that certain real estate situate in Skamania County and State of Washington, and described as follows, to-wit:

The undivided one-seventh of the certain real property which, heretofore, was acquired by Lora A. Moffett by descent from Samuel M. and Mary Jane Hamilton; and also the undivided one-seventh of said real property which, in like manner, was acquired by Daisy B. Eastham, the whole thereof being described as follows:
The Samuel M. and Mary Jane Hamilton Donation Land Claim, designated as Claim Number 40, being parts of Sections 19, 20, 29, and 30; and the Samuel M. Hamilton Homestead, being Lots numbered 1, 5, and 6 of Section 29, and Lots numbered 5 and 6 of Section 30; all in Township 2 North, Range 7 East of Willamette Meridian, and containing, altogether, 784 acres, more or less; and also all lands commonly designated "shore lands" fronting or adjoining the premises above described.
But excepting from the conveyance of the undivided one-seventh formerly owned by Lora A. Moffett, the following: A portion of what is commonly known as Hamilton Island which is located, for the most part, in Sections 29 and 30 of Township 2 North, Range 7 East of Willamette Meridian, in Skamania County, State of Washington; the particular description being as follows: For an initial point begin at the center of the certain fish-wheel on said Hamilton Island, which is located near the intersection of the section line between said sections 29 and 30 with the North bank of the Columbia River, and measure thence North 200 feet; Thence East 100 feet to a point, and there set a stake, which is the place of beginning; 200 feet, to a point; Thence South, to a point at low water mark of the Columbia River; Thence upstream in an easterly direction, following low-water mark of the Columbia River, to a point directly South of the place of beginning; Thence North to the place of beginning.
And excepting from this conveyance all roads and rights of way; and also, excepting the certain parcel of land containing approximately 20 acres conveyed to Warren Packing Company by deed dated February 26, 1925, and recorded at page 268 of Book "U", Deed records for Skamania County, Washington.

Together with the tenements, hereditaments and appurtenances thereto belonging or in any-wise appertaining, to have and to hold unto the party of the second part, its successors and assigns forever.

But as a Mortgage to secure the payment of several sums of money specified in said note before mentioned, and the performance of the covenants and conditions herein contained.

And the party of the first part covenants that said E. C. Butler is the owner in fee simple of said real estate. That is is free from incumbrance, and that he will pay all of said sums of money, the principal and interest, specified in said note at the times therein designated, and all the taxes and assessments which may be assessed or levied against the