

## BOOK A RECORDS OF SKAMANIA COUNTY.

Know all men by these presents that I Samuel M. Hamilton for the consideration of Fifteen hundred ninty 04/100 dollars to me in hand paid the receipt whereof is hereby acknowledged have bargained & sold unto Chenowith & Seymour their heirs, and assigns all my rights title and interest to my land claim situated at the foot of the Cascades Rapids in Skamania Co Washington Territory bounded on the East by the land claim of George W. Johnson South by the Columbia River West by the land claim of Ebenezer Hardy north by unoccupied Lands and containing six hundred and Forty acres (640) more or less to have and to hold the same unto the said Chenowith & Seymour their heirs and assigns forever the Exclusive right, title, and interest to the said land claim, with all the appurtanances thereunto belonging. The said Hamilton doth covenant with the said Chenowith & Seymour that he has resided and cultivated said land claim, continually for four (4) consecutive years and has good right to sell said land claim and will forever warrant and defend said title to said Chenowith & Seymour their heirs and assigns Except the one half that may be set appart by the surveyor General to my wife which part is exempt from this contract.

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And the said Hamilton for the consideration above mentioned doth also further sell and convey to the said Chenowith & Seymour their heirs, and assigns Twelve (12) cow's (7) seven Heifers (9) Steers (1) Yoke oxen (2) Horses (1) Bull (4) Hogs one Half of the Boat called the Schooner Albanito ( $\frac{1}{2}$ ) one fourth boat called the schooner Rapids to have and to hold the same unto the said Chenowith & Seymour their heirs and assigns forever.

The above named animals and personal property now in the possession of the said Hamilton at or near his residence on the said land claim and this day delivered to the said Chenowith & Seymour in the presence of William M. Wilson & Thomas Pierce.

Signed and sealed this 15th day of January A.D. 1855

(Signed) S.M. Hamilton

Witnesses,  
Signed  
Wm. M. Wilson (Seal)  
Thomas Pierce (Seal)

James L. Ferguson

Auditor Skamania Co.

The condition of the above bargain and sale of the said Land claim and personal property is such that whereas the said Samuel M. Hamilton is indebted to the said Chenowith & Seymour in the sum of one thousand five hundred and ninety 04/100 dollar's and in consideration that the said Chenowith & Seymour would wait one year for the payment of said debt the said Hamilton has executed his promessor y note for said sum of one thousand five hundred & nñnety 04/100 dollar's payable twelve months after date with 10 per ct interest pr annum Now if the said Hamilton shall pay the said note and interest according to the tenor and effect then the above obligation shall be void It is agreed by the parties to this contract that the said Hamilton is to have possession of the above mentioned property and is to bestow upon said property every necessary attention necessary for its preservation free from expense to the said Chenowith & Seymour said Chenowith & Seymour agree that if the said Hamilton shall be unable to pay the above mentioned note at the time it becomes due and if the said Hamilton shall have kept faithfully his agreement by a proper regard to the property in his possession of the said Chenowith & Seymour and the said Hamilton shall desire it the said Chenowith & Seymour agree to renue the said note & mortgage aslong as the said Hamilton shall desire not to exceed (4) Four year's and to

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