

E 18 ch Thence 31° 0' E 9.83 chains to the southwest corner of the Donation Claim of G. W. Johnson, thence N. 17° 30' W. 9.18 chains to the place of beginning, bounded on the northwest by S. M. Hamiltons land claim, on the South by the Columbia River, on the East by G. W. Johnson's land claim.

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In the division of the lot of land specified said party of the second part takes the west half of every block upon said River and running parallel with the streets laid in a northerly direction in the above specified tract of land, till they arrive to the north line of said parcel of land, it being understood that said parcel of land is laid out in town lots 240 feet square by streets 60 feet in width, together with all and singular the hereditaments and appurtenances thereunto belonging as in any wise pertaining This conveyance is intended as a mortgage to secure the payment of the sum of 300.00 in one year from the day of the date of these presents with monthly interest according to the conditions of a certain promissory note dated this day, and executed by the said Mary Jane Hamilton to the said party of the second part, and these presents shall be void if such payment be made. And if default shall be made in the payment of said sum of money above mentioned or any part thereof as of the interest that may grow due thereon, or if any part thereof shall become due and payable according to the condition of the said promissory note, that then and from thence forth it shall be lawfull for the party of the second part his executors administrators and assigns to consider the whole of the principal sum as aforesaid as immediately due and payable, and to enter into and upon all and singular the premises here by granted, or intended so to be, and to sell and dispose of the same, and benefit equity of redemption of said party of the first her heirs, executors, administrators or assigns, therein, at public auction according to law; and as the attorney of the said party of the first part for that purpose by these presents duly authorized, constituted, and appointed, to make and deliver to the purchaser or purchasers thereof a good and sufficient deed or deeds of conveyance in the law for the same in fee simple, and out of the money arising from such sale, to retain the principal and interest which shall then be due and owing on said promissory note or obligation together with the costs and charges of the sale of said premises, rendering the overplus of said purchase money if any there shall be unto the said party of the first part, her heirs executors administrators or assigns which sale so to be made shall forever be perpetual for both in law and equity against the said party of the first part, her heirs and assigns, and all other persons, claiming or to claim, the premises, or any part thereof, by, from, or under her, them, or either of them In witness Whereof the said party of the first part has hereunto set her hand and seal, the day and year first above written.

(Signed) Mary Jane Hamilton

Signed and sealed in the presence of

S. M. Hamilton

Territory of Washington }
Skamania County } SS.

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Be it remembered that on the 21st day of December 1861 before me the subscriber Auditor for said county, personally appeared Mary Jane Hamilton to me personally known to be the individual described in and who executed the within deed and acknowledged that she had executed the same. And the said Mary Jane Hamilton after I had made known and explained to her the contents of said deed on an examination separate and apart from her husband S.M. Hamilton acknowledged