

Signed in presence of Chas Brown/
Joseph M. Fletcher)

John E. Fleming (Seal)

Catherine Fleming (Seal)

Territory of Washington)
County of Clarke)

On this eleventh day of January 1882 before me, the undersigned authority, personally came John G. Fleming, and Catherine Fleming, his wife, who are personally known to me, to be the same persons whose names are subscribed to the foregoing Mortgage Deed, as parties thereto, and severally acknowledged the execution thereof for the uses, and purposes therein mentioned, and I certify that I examined the said Catherine Fleming, wife of the said John G. Fleming, separate, and apart from her husband, and that I made known to her the contents of the said Mortgage Deed and fully appraised her of her rights of homestead under the laws of Washington Territory, and of the effect of signing the said Mortgage Deed, and she did thereupon while she was so separate, and apart from her husband, freely and voluntarily sign the said Mortgage Deed, and she did thereupon acknowledge to me, that she did execute the same voluntarily, of her own free will, and without the fear of or coercion from her husband.

Witness my hand and seal hereto affixed the day and year aforesaid.

(Auditors Seal)

Charles Brown, Auditor
Clarke County,
Washington Territory.

Presented for Record January 14th 1882 at 1 o'clock P.M. and recorded January 19, 1882 at 10 o'clock A. M.

J. E. Andrews, Sr.
County Auditor.

MORTGAGE

From E. C. Dorgan & wife, to Mrs. Reid/

This Indenture made this (4th) fourth day of April 1882, by and between Joseph E. C. Dorgan, and Frances L. Dorgan, his wife, of the County of Clarke and Territory of Washington, parties of the first part and William Reid, party of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of Twenty-five Hundred (\$2500) Dollars, United States Gold Coin to them in hand paid the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents do grant, bargained, sell, and conveyed, unto the said party of the second part, his legal representatives, and assigns those certain premises, situate in the County of Clarke, and Territory of Washington, and described as follows, to-wit.

Lots One (1) Two (2) Three (3) and Four (4) in Section One (1) and the North East Quarter, of the North East Quarter, of Section Twelve (12) all in Township One (1) North Range Four (4) East of the Willamette Meridian and containing One Hundred and One 25/100 (101 25/100) acres/

Also those certain premises situate in the County of Skamania, and Territory of Washington and described as follows, to-wit. The South West Quarter, of Section Six (6) Township One (1) North Range Five (5) East, of Willamette Meridian and containing One Hundred and Sixty Acres.

Together with all and singular tenements, hereditaments, and appurtenances thereto belonging, on an anywise appertaining. To have and to hold the same together with the appurtenances thereto belonging, or in anywise appertaining unto the said party of the second part, his legal representatives and assigns, forever. The said parties of the first part hereby covenanting to and with the said party of the second part, his legal representatives, and assigns, that they are lawfully seized of said premises, and now have a valid and unincumbered fee simple title thereto, and that they will, and their heirs, executors,

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Dec. 5 1885, Canceled by authority of Recording Commission, County of Clark, Wash. T. J. G. H. Dorgan & wife, to Mrs. Reid/

and administrators shall forever warrant, and defend the same against all lawful claims and demands whatsoever.

The condition of the above conveyance is such, that whereas the said party of the second part has loaned to said Joseph E.C. Dungan and Frances L. Dungan, the full and just sum of Twenty Five Hundred (\$2500) Dollars, United States Gold Coin which said sum is to be repaid to the said party of the second part, with interest thereon at the rate of Twelve per cent, per annum, in like gold coin, according to the tenor of a certain principal note, and certain interest notes of even date herewith. The said notes being in substance as follows.

The said principal notes being for the said sum of Five Hundred (500) and Two Thousand (2000) Dollars respectively in United States Gold Coin. Said note of \$500 00/100 being due, and payable October 1st 1882, and said note of \$2000 00/100 being due, and payable on the first day of October, A.D. 1884, and the said interest notes being, One note, numbered 1, due, and payable, on the first day of October A. D. 1882, and being for the sum of One Hundred and Forty Six 70/100 Dollars United States Gold Coin, and being for interest on said principal note, from the fourth day of April A. D. 1882, to the first day of October A. D. 1882, and two (2) notes numbered respectively, 2 and 3, and being each and every of them for the sum of Two Hundred and Forty (240) Dollars United States Gold Coin and being for interest, for the full period of the years time next prior to the date of its maturity on said principal note and being respectively due, and payable of dates as follows, Number 2 due and payable, on the first day of October A. D. 1883, number 3 due, and payable, on the first day of October A. D. 1884. Each, and every of said notes being payable to the order of the party of the second part, at the Bank of British North America, at San Francisco, California and drawing interest at the rate of 12 per cent, per annum, from the date of maturity of each of said notes respectively, in United States Gold Coin.

And whereas, the party of the first part, have agreed, and do hereby agree to pay all taxes, on the lands, and tenements, hereinbefore described within thirty days, after the same shall become due, and payable and have further agreed and do hereby agree to keep the improvements, on said herein before described premises, in good repairs, and to maintain, and keep up in all manner said improvements. And whereas it has been and is hereby agreed, between the parties of the first, and second parts, that time and the exact performance of each and everything herein required or agreed to be performed is of the essence of this contract. Now therefore if the said parties of the first part shall pay each and every of said promissory notes and shall do, and perform all other things herein required, or agreed to be performed in all manner as required or agreed, then this conveyance to be void and have no effect. But if said parties of the first part shall fail to pay, or cause to be paid each and every of said notes, in all manner in accordance with the terms thereof and the terms of this Mortgage, or shall fail to perform any other thing herein required, or agreed to be performed in all manner as is required or agreed. Then upon the failure of the said parties of the first part to fully comply with the terms of this Mortgage, or of said notes in any respect, or particular, it shall be optional with the said party of the second part his legal representative, or assigns, to at any time after such failure declare the whole of said principal sum being at the time, when the whole amount is declared due, unpaid, at once due and payable, as also all interest thereon up to the date when payment of the whole amount ^{thus} becoming due shall be made, or up to the date when judgment therefor against said parties of the first part, and decree of foreclosure

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of this Mortgage shall be entered, and the party of the second part his legal representatives or assigns, at any time after such failure at his or their option, may proceed to foreclosure this Mortgage, to compel payment to be made of the full amount due and payable. And it is hereby further expressly agreed and provided as an essential part of this Mortgage, as and for the purpose of holding the party of the second part, his legal representatives and assigns, harmless and securing him, or them against being put to any cost, or expense by reason of having to foreclose this Mortgage because of default, by the parties of the first part, in doing or causing to be done in all manner as required by agreed, anything hereby agreed or required to be done that in case of foreclosure proceedings shall become necessary, that there shall be taxed as part of the cost of such foreclosure proceedings at the commencement of suit to foreclose as and for the benefit of the Attorney ^{n.am} as attorney acting as attorney or attorneys for the plaintiff in said foreclosure suit or fee of 20 per cent on the whole amount due on said notes, and this Mortgage. ^{proceedings as attorney fees}

Witness our hands and seals the day and year first above written.

J. E. C. Durgan. (Seal)

Frances L. Durgan (Seal)

Signed, sealed and delivered in presence of

W. Lane

Chas B. Cardwell

State of Oregon

County of Multnomah } ss.

Be it remembered that on the Fifth day of April A. D. 1882 before me the undersigned, a Commissioner of Deeds, for the Territory of Washington, and residing within said County, personally appeared the within named Joseph E. C. Durgan, and Frances L. Durgan, his wife, personally known to me, to be the persons described in, and who executed the within instrument, and to me acknowledged the same to be their voluntary act and deed for the purposes therein mentioned and the said Frances L. Durgan on a private examination made by me, separate and apart from her said husband, acknowledged to me that she executed the same freely and voluntarily, and without fear of compulsion from anyone.

In witness whereof I have hereunto set my hand and seal the day and year first above written.

((Commissioner of Deeds Seal)

Chas. B. Cardwell

Commissioner of Deeds for Washington Territory.

Presented for Record April 14th 1882 at 6 o'clock and 30 minutes P. M. and Recorded April 15th 1882 at 9 o'clock A. M.

J. E. Andrews Sr. Auditor.

Mortgage

A. C. Phelps to Wm. Grant.

Know all men by these presents, that I A. C. Phelps of the Dallas, Oregon, in consideration of Eight Thousand, Five Hundred Dollars, to me in hand paid by William Grant, of the same County and State the receipt whereof is hereby acknowledged, have bargained, and sold, and by these presents do bargain, sell and convey unto said William Grant, all the following described property situate in Skamania County, Washington Territory, that is to say, That certain Saw Mill, called the Sprague Mill, heretofore owned and operated by myself and Levi Estes, and before as by said William Grant, and now owned by me, and all the machinery, implements, and fixtures, thereunto belonging, or in anywise appertaining and all the buildings, and Sheds, connected therewith, including the Mill & House, Mess House,