

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 attorney 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,

Dwelling House, Blacksmith Shop, and all other buildings used at, and about said Mill, and in connection therewith, and the Blacksmith Forge, Furnace, and tools, also ten yoke of Oxen, and the yokes, and Chains, connected therewith, at and about said Mill, also two wagons, used at and about said Mill by said William Grant, also the flumes, Shutes and booms, heretofore used in transporting, and hauling timber, and lumber, and the lumber used in connection with the operating of said Mill, also all the furniture, Stores, fixtures implements, and all articles hereto forebelonging to said parties above stated and in use, at, about, or in connection with said Mill.

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To have and to hold all the said property and all the right of said A. C. Phelps, in, and to the lands on which said Mill buildings and flumes, are situated, unto the said William Grant, and his heirs, executors, administrators, and assigns forever. This conveyance is intended as a Mortgage to secure the payment to said William Grant, his executors, administrators, or assigns, of two certain promissory notes of even date herewith aggregating in all \$8500 signed by said A. C. Phelps of which the following, each for one half are copies \$4250.

The Dalles Oregon July 7th 1882. On or before the 7th day of July 1882, without grace, for value received I promise to pay, to William Grant, or order, at Dalles City, Oregon, in Gold Coin, Four thousand, two Hundred and fifty dollars, together with interest thereon from date, until paid at the rate of (10) per cent, per annum.

(Sd)

A. C. Phelps

\$4250. The Dalles, Oregon July 7th 1882. On or before the 7th day of January 1884 without grace, for value received, I promise to pay, to William Grant, or order at Dalles City Oregon, in Gold Coin Four Thousand, Two Hundred, and Fifty dollars together, with interest, there on from date until paid, at the rate of ten (10) per cent per annum.

(Sd)

A. C. Phelps.

Now therefore, if such, and all of said notes shall be fully paid, at maturity, according to the terms thereof, principal, and interest, then this conveyance shall be void, but in case default, be made in the payment of either of said notes, principal or interest, or any part of either, then this Mortgage, may be foreclosed, in any manner provided by the laws of Washington Territory for such foreclosure, and said property sold, to satisfy said, or either, or any part of them that may be then unpaid, together with the costs, and expenses of said foreclosure, and sale, and the surplus, if any, therebe, shall be paid to said A. C. Phelps or his assigns.

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In witness whereof, I have hereunto set my hand and seal this 7th day of July A. D. 1882.

A. C. Phelps (Seal)

In presence of
Pierce Mays

W. A. Howard

State of Oregon)
County of Wasco) ss

Before me, a Notary Public, of the County and State, aforesaid on this 7th day of July 1882 personally came the above named A. C. Phelps, who is known to be the individual described in, and who executed the foregoing conveyance and he acknowledged to me that he had executed the same for the uses and purposes therein set forth.

In testimony whereof I have hereunto set my hand, and affixed my Notarial Seal, this 7th day of July A. D. 1882.

(Notary Public Seal)

Pierce Mays Notary Public Oregon

State of Oregon }
County of Wasco } ss

I William Grant, Mortgagee and A. C. Phelps, Mortgagor, being each severally first duly sworn, say on my oath, that the above Mortgage, is made in good faith to secure a bonafide debt, and is made without any design to hinder delay, or defraud creditors.

A. C. Phelps

William Grant

Subscribed, and sworn to before me this 7th day of July 1882.

(Notary Public Seal)

Pierce Mays, Notary Public, Oregon.

Presented for Record July 8th 1882 at 10 o'clock A. M. and Recorded July 10th 1882 at 11 o'clock A. M.

J. E. Andrews, Sr

Auditor.

MORTGAGE.

J. E. C. Durgan & wife to L. Fleishner. *et al*

This Indenture made this nineteenth day of July in the year of our Lord One Thousand Eight Hundred and Eighty Two, between J. E. C. Durgan and Francis H. Durgan, his wife, parties of the first part and L. Fleishner, Jacob Mayer and A. Schlusel and Sol Hirsh, parties of the Second Part Witnesseth that the parties of the first part for and in consideration of the sum of Six Hundred and fifty four Dollars and fifty five cents to them in hand paid the Receipt Whereof is hereby acknowledged have bargained, sold, aliened, released, conveyed and confirmed and by these presents do bargain, sell, alien, release, convey and confirm unto the said parties of the second part their heirs and assigns forever all the following described Real Property to-wit: The North East Quarter ($\frac{1}{4}$) of the North East Quarter ($\frac{1}{4}$) of Section Twelve (12), 1. Township one (1), North of Range Four (4) East, and Lots Numbered (1), Two (2), Three (3) and four (4) in Section one (1) Township (1) North of Range (4), four (4), Last County of Clarke Territory of Washington, also the South West Quarter ($\frac{1}{4}$) of Section Six (6) Township one (1) North of Range Five (5) East Skamania County Washington Territory, (Subject however to a Mortgage in favor of the Washington Trust Investment Company for the sum of Two Thousand five Hundred (\$2,500) Dollars.

Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all the Estate, Right, Title and Interest of the said parties of the first part of, in, and to the same To have and to hold the hereinbefore granted, bargained and described premises with the appurtenances unto the said parties of the second part their heirs and assigns to them and their own use, benefit and behoof forever. This conveyance is intended as a Mortgage to secure the Payment of the sum of Six Hundred and fifty four Dollars and fifty five cents in accordance with the tenor of a certain promissory note of which the following is substantially a copy to-wit:

4654 55/100
Portland, Oregon July 18th 1882. On December 30th 1882, after date without grace, I promise to pay to the order of Fleishner, Mayer & Co. at the office of Fleishner, Mayer & Co. Portland, Oregon Six Hundred and fifty four 55/100 Dollars for value received with

Interest from date at the rate of ten per cent per annum until Paid Principal and Interest payable in U. S. gold coin and in case suit is Instituted to collect this note or any portion thereof I promise to pay such additional sum as the court may adjudge reasonable as Attorneys fees in said suit.

Signed J. E. C. Durgan.

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