

Now therefore if the said promissory note, principal and interest shall be paid at maturity according to the terms thereof this Indenture shall be void but in case default shall be made in the payment of the principal or interest as above provided, then the parties of the second part their executors, administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by Law, and the said J. E. C. Durgan his heirs, executors and administrators doth covenant and agree to pay unto the said parties of the second part their executors, administrators or assigns the said sum of money as above mentioned in witness whereof they have hereunto set their hands and seals the day and year first above written. Signed, Sealed and delivered in presence of J. E. C. Durgan (Seal)

J. V. Beach

Francis L. Durgan (Seal)

V. T. Spoole

County of Multnomah } ss
State of Oregon }

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On this nineteenth day of July 1882 before me J. V. Beach a Notary Public in and for Oregon, personally came J. E. C. Durgan and Francis L. Durgan his wife to me known to be the individuals described in and who executed the within instrument and severally acknowledged to me that they Signed, Sealed and Delivered the same as their free act and deed for the uses and purposes therein mentioned and the said Francis L. Durgan upon an examination by me separate and apart from her said husband acknowledged that she did voluntarily of her own free will and without fear of or coercion from her husband execute the instrument and that she does not wish to retract such execution.

J. V. Beach
{ Notary Public
{ Portland, Oregon
{ Seal

Witness my hand and Notarial Seal the day and year first above written.
J. V. Beach, Notary Public for Oregon.

Presented for record August 5th 1882 recorded August 8th 1882.

J. E. Andrews Sr.

AUDITOR.

as per H. J. Scott Deputy Pro Tem.

Know all men by these presents, that I Hugh B. McDonald of Skamania County, W.T. here-
by authorize, and empower, J. E. Andrews, Sen, County Auditor of above County and Territory,
to cancel part of a certain Mortgage Deed made in my favor, on the 11th day of January
1882 by John G. Fleming and Catherine Fleming his wife. The part to be cancelled is two
acres of said tract described in said Mortgage Deed, and particularly described as follows.
Commencing 26 rods north of section corners 5.6.11 and 32. Thence East 4 chains, thence
North 5 chains, thence West 4 chains, thence 5 chains, South to the place of beginning, con-
taining two acres, and being situated in Skamania County, Washington Territory, and that
for the consideration of Seven Dollars and Fifty Cents. I hereby quit claim to said
above mentioned two acres, of land unto J. G. Fleming, his heirs, executors, and assigns
forever.

In witness whereof I have hereunto set my hand, and seal, this 25th day of Sept 1882.

Hugh B. McDonald (Seal)

Witnesses
Thomas Moffett
M. M. Barrett.

nam. 12. 9. 4
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am.

Territory of Washington }
County of Skamania } ss.

On this 25th day of Sept. 1882, before me Thos. Moffett, a duly authorized Notary Public, personally appeared, Hugh B. McDonald who is personally known to me to be the identical person described in and whose name is subscribed to the foregoing instrument, and acknowledged to me, that he executed the same freely, and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof I haveunto set my hand, and official seal, the day and year above written.

(Notarial Seal)

Thos. Moffett, Notary Public

Presented for record and recorded September 25th 1882.

J. E. Andrews, Sr.

Auditor.

MORTGAGE
W. S. L. Co. to W. V. Spencer.

Know all men by these presents that the White Salmon Lumbering Company a corporation duly incorporated under the Laws of the State of Oregon in consideration of thirty four hundred dollars to them paid by W. V. Spencer the receipt of which said sum is hereby duly acknowledged has bargained, sold and conveyed and by these presents does bargain, sell and convey unto the said W. V. Spencer his heirs and assigns the following described real property to wit: The North East one fourth ($\frac{1}{4}$) of the North West one fourth ($\frac{1}{4}$) and lots one (1) two (2) and three (3) of section thirty (30) Township (3) three North of Range Ten (10) East Willamette Meridian lying and being situate in Skamania County, Washington Territory together with a certain log chute thereon about one mile in length running from the top of the bluff to the Columbia River. And also the following described parcel of real property to-wit: The South East quarter ($\frac{1}{4}$) of section twenty four (24) of township three (3) North of range Nine (9) East Willamette Meridian lying and being situate in Skamania County Washington Territory together with the privileges appurtenances wages, easements, franchises, water-rights, tenements and hereditaments thereunto or to either of the said tracts pieces or parcels of real property or any portion or portions thereof in any wise appertaining connected with or belonging to have and to hold the same to the said W. V. Spencer his heirs and assigns forever and the said White Salmon Lumbering Company doth covenant to and with the said W. V. Spencer and his heirs and assigns. That The said above described property is free and clear of and from all and all manner of liens, charges and incumbrances that the said White Salmon Lumbering Company is the owner of a good and indefeasible estate of fee simple therein and that the said White Salmon Lumbering Company will forever warrant and defend the same to the said W. V. Spencer, his heirs and assigns forever against all claims and demands whatsoever.

Nevertheless this conveyance is intended to be a Mortgage upon the above described premises to secure the payment of the sum of Thirty four hundred dollars with interest after maturity in accordance with the tenor of a promissory note of which the following is a copy to-wit:

\$3400 00/100 Portland Oregon October 17th, 1882. On and before one year after date without grace for value received I promise to pay to the order of W. V. Spencer at the office of the Metropolitan Savings Bank in Portland Oregon, Thirty four hundred dollars with interest after maturity at the rate of ten per cent per annum until paid principal and interest payable in U. S. Gold Coin and in case action is instituted to collect this note

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