This Indenture Witnesseth, that we, Frank Marble, and Clara F. Marble, his wife, Hiram. S. Marble, and Esther A. Marble, his wife, in consideration of Four Hundred Dellars, to us in hand paid, the receipt wherear is hereby acknowledged, have bargained, sold, conveyed, and by those presents, do bargain, sell, and convey unto Charles Brown, of Vancouver Washington Territory, the following described premises, to-wit.

The East Half, of the South West Quarter of Section Eighteen (18) in Township (1) One, North of Hange Five (5) East of the Willamotte Meridian, containing Eighty Acres and situate in the County of Skamenia Washington Territory,

Together with the heriditaments, and appurtenances, thereunto belonging, or in anywise appertaining, To have and to hold the same, with the appurtenances, thermunto belonging, or in anywise apportaining unto the said Charles Brown his heirs, and assigns forever

This conveyance is intended as a Mortgage to secure the payment of the sum of Four Hundred Dollars, and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy.

00 00/100 Vancouver W. T. Oct 31st 1882. Three years after date, for value received, we jointly, and severally promise to pay to the order of Chas. Brown, Four Hundred (\$400) Dollars, with interest thereon payable annually at the rate of ten (10) per cent percannum from date. If the interest is not paid when due, it shall be compounded with the principal, and hear like interest therewith. Principal, and interest payable in U.S. Gold Coin, and in case suit is instituted, to collect this note, or any portion thereof. we promise to pay such additional sum as the Court may adjudge reasonable as Attorney's fees, to be taxed as a part of the costs, of such suit, for the use of the Plaintiff's Attorney. Frank Marble

Hiram S. Marble

Now if the sums of meney, due upon said promissory note, be paid according to the & Magrey mis, therein expressed, this conveyance shall be void but in case of default be made in the payment of the principal, or interest as there is provided, then the said Chas. Brown,or his legal representatives, may sell the premises above described, with all and every of the appurtenances, or any part thereef, in the manner provided by law, and out of the money arising from such sale ratain the said principal and interest, together with the costs, and charges of making such sale, and the Attorneys fee provided for in the said promissary note, and the overplus, if any there be pay over to the said Frank Marble, and Eiram S. Marble, theirs heirs or assigns.

Witness our hands, and seals this 31st day of October 1882.

Signed in presence of James A. Reynolds

Frank Marble (Seal)

G. H. Steward

Clara F. Marble (Meni)

Hiram S.Marble (Seal)

Esther Ann Warble (Scal)

Territory of Washington) County of Clarke

On the first day of November 1882, before me G. H. Steward, a Notary Public for Clarke 157 County, Washington Territory, personally came, Frank Marble and Clare F. Marble his wife, thiram S. Marble, and Esther A. Marble, his wife who are personally known to me, to be the thme persons where names are subscribed to the foregoing Mortgage Deed, as parties thereto,

and severally acknowledged the execution thereof for the uses, and purposes therein mantioned. And I certify that I examined the said Clara F. Marble, and Esther A.Marble, sep
arate, and, apart from their sespective husbands, and that I made known to each of them re
spectively, the contents of the said Mortgage Deed, and fully appersized, each of them respectively of her rights of Homesteri under the laws of Washington Terratory, and of the
effect of signing the said Mortgage Deed, and they did thereupon, while so seperate and
apart, from their respective husbands freely, and voluntarily sign the said Mortgage Deed,
and they did thereupon acknowledge, to me, each for herself, and not one for the other, that
they did execute the same voluntarily, of their own free will and without the fear of, coercion from their respective husbands.

Witness my hand and Notarial Scal, the day and year last aforesaid.
G. H. Steward, Notary Public,

for Clarke County, Washington Territory.

MORNGEGE

From J.E.C. Durgan & wife to Fleischner, Mayer & Co.

This Intenture made this 17th day of January, in the year of Our Lord One thousand 159 eight Lundred and eighty three, between J.E.C. Durgan and Frances L. Durgan, his wife, parties of the first part and L. Fleischner, Jacob Mayer, Sol Hirsch and A. Schlussel parties made the firm name of Fleischner, Mayer & Co. parties of the second part.

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 herein before granted, bargained and described premises with the appurtenances with 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 resure the payment of the sum of Twenty two hundred & eighty seven 92/100 Dollass, he accordance with the tenor of a certain promissory note of which the following is substantially a copy, to-wit:

\$2287 95/100 Portland Oregon, Jan 18,1863. One day after date with out grace I promise to pay to the order of Fleischner, Mayer & Co at their office in Portland Oregon, Twenty two hundred & sighty seven for take received, with interest at the of ten per cent per annum until paid, principal and interest payable only in U. S. Gold Coin and in case suit is instituted to collect this note or any portion thereof I promise to psy such additional sum as the court may adjudge reasonable as attorneys fees in said suit.

Signed J.H.C. Durgan

Comeded by authority from Heure