

Witness my hand and Notarial Seal, the day and year last aforesaid.

for Clarke County, Washington Territory.

## MORTGAGE

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

This indenture made this 17th day of January, in the year of Our Lord One thousand eight hundred 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. Schlusel parties of the second part, make the firm name of Fleischner, Mayer & Co. parties of the second part.

Witnesseth: That the said parties of the first part, for and in consideration of the sum Twenty two hundred & eighty seven <sup>95</sup> \_\_\_\_\_ Dollars 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) Township (1) North of range Four (4) East, and lots numbered one (1) two (2) three (3) and four (4) East, County of Clarke Territory of Washington, also the south west qr ( $\frac{1}{4}$ ) of section (6) Township one (1) north of range Five (5) East, Skamania County Washington Territory, in section (1) Township One, north of range four (4) East, 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.

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 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 Twenty two hundred & eighty seven ~~92~~ 100 Dollars, in 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, 1883. 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 & eighty seven <sup>95</sup> for value 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 pay such additional sum as the court may adjudge reasonable as attorneys fees in said suit.

Signed J.H.C. Duggan

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 hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of  
D. C. Southworth

J. E. C. Durgan (Seal)

Samuel Simon

Frances L. Durgan (Seal)

State of Oregon

County of Multnomah

This certifies that on this eighteenth day of January A. D. 1883, before me the undersigned a Notary Public in and for said County and State, personally appeared the within named J. E. C. Durgan and Frances L. Durgan his wife who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned. And Frances L. Durgan wife of the said J. E. C. Durgan on an 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 coercion or compulsion from anyone.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

(Notary Public Seal)

Samuel Simon.

Received for record January 29, 1883, at 10 o'clock P. M. recorded same day 6 o'clock P. M.

G. H. Stevenson.

Auditor.

#### MORTGAGE

H. B. Borthwick to W. H. Frame.

Know all men by these presents that we H. B. Borthwick and W. H. Frame of Cascades Locks, Wasco County, State of Oregon in consideration of the sum of three hundred dollars (\$300) to us paid by Maximilian Vogt and Philippine Chapman members of the firm of Max Vogt & Co of Dallas City, Oregon, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do grant, sell, convey and set over unto the said Maximilian Vogt and Philippine Chapman members of the said firm of Max Vogt & Co their heirs and assigns forever the following described personal property, to-wit:

That certain one masted Hat Boat now owned by us and known as the Columbia Chief used freighting wood and lumber on the waters of the Columbia River between the Cascades of the Columbia River and Dallas City in the County of Wasco and State of Oregon together with all her mast, spars, ropes, sails, chains and anchors her tackle complete, excepting her capstan which is not hereby conveyed. This conveyance is intended as a Mortgage to secure payment of the sum of three hundred dollars to said Maximilian Vogt and Philippine Chapman members of said firm of Max Vogt & Co or their executors, administrators and assigns in accordance with the tenor and effect of a certain promissory note in writing of even date herewith executed by ~~us~~ to said firm of Max Vogt & Co for said sum of three hundred dollars of which the following is a copy to-wit:

Page 162

nam.  
nam.  
nam.  
nam.

nam.  
nam.