

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:

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nam.
nam.
nam.
nam.

nam.
nam.

Ninety days from this date without grace we promise to pay to Max Vogt & Co order at the office of Max Vogt & Co at Dalles City Oregon the sum of three hundred dollars (\$300⁰⁰) in United States gold coin for value received with interest thereon in like gold coin at the rate of ten per cent per annum from this date until paid in case suit is instituted to collect this note or any portion thereof we agree to pay sixty dollars (\$60⁰⁰) as attorneys fees in said suit. nam.
nam.
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Dalles City, Oregon December 5, 1882.

(Signed) H. B. Borthwick

W. H. Frame.

And therefore if said note shall be fully paid principal and interest at maturity, then this conveyance shall be void and thenceforth forth of no effect. But if we fail to pay said note at maturity or if default be made in the payment of any part thereof according to its terms, then the Maximilian Vogt and Philippine Chapman members of the said firm of Max Vogt & Co their executors, administrators and assigns shall have the right and they are hereby authorized and empowered to take immediate possession of all of said property and proceed to foreclose this Mortgage in the manner provided by the laws of Washington Territory for the foreclosure of Chattel Mortgages, and sell of said property and from the proceeds of such sale to pay whatsoever may be due on said note together with the said sixty dollars provided for in said note as attorneys fees and pay the expenses and costs of such proceeding to take possession and and foreclose this mortgage paying over the surplus proceeds if any thereof to us or our heirs, executors, administrators, and assigns on demand.

Witness our hands and seals this 5th day of December A.D. 1882.

Witness

J.B. Condon }

J.W. Condon }

H. B. Borthwick, (Seal)

W. H. Frame. (Seal)

State of Oregon } ss
County of Wasco }

On the 5th day of December A. D. 1882 before the undersigned a Notary Public for the State of Oregon came the above named H. B. Borthwick who is known to me to be the identical person described in and who executed the foregoing Mortgage conveyance and he acknowledged to me that he had executed the same and that he had full power and authority to sign the name of W. H. Frame thereto as his co-partner for the purpose therein mentioned. Page
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In witness whereof I have hereunto set my hand and affixed my Notarial Seal the day and year above written in this certificate.

(J. B. Condon
Notary Public for Oregon)
(Notarial Seal)

J.B. Condon, Notary Public for Ore

State of Oregon } ss
County of Wasco }

H. B. Borthwick being first duly sworn do say upon my oath that I am one of the Mortgagors in the foregoing Mortgage, that said mortgage is made and given in good faith by us to said Max Vogt & Co for a valuable consideration and without any design thereby to hinder delay or defraud creditors.

Subscribed and sworn to before me on this the 5th day of December A. D. 1882.

H.B. Borthwick.

In witness whereof I have hereunto set my hand and affixed my Notarial Seal on this 5th day of December A. D. 1882.

((Notarial Seal))
J. B. Gendon Notary
Public Oregon

J. B. Gendon, Notary Public for Oregon.

Received for record Feb. 2 at 6 o'clock P.M. recorded this 15th day of Feb. 1883 at 6 o'clock P. M.

Geo. H. Stevenson,

A uditor, Skamania County W. T.

MORTGAGE

E. A. Bailey & wife to William Reid.

This Indenture made this tenth day of February 1883 by and between E. A. Bailey and his wife Ida May Bailey of the county of Skamania 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 Four hundred Dollars United States Gold coin to them in hand paid the receipt whereof is hereby acknowledged have granted bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, his legal representatives and assigns those certain premises situate in the County of Skamania and Territory of Washington and described as follows, to-wit. West half of the South West quarter of section eighteen in Township one North range five East of the Willamette Meridian containing eighty acres.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in 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 they will and their heirs, executors and administrators shall forever warrant and defend the same against all lawful claims and demands whatsoever.

The conditions of the above conveyance is such that whereas the said party of the second part has loaned to E. A. Bailey and Ida May Bailey the full and just sum of Four hundred 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 eleven 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 note being for the said sum of Four hundred dollars United States gold coin and being due and payable on the first day of January A. D. 1887 and the said interest notes being one note numbered -1- due and payable on the first day of January A. D. 1884 and being for the sum of Thirty nine and 6/100 dollars United States gold coin and being for interest on said principal note from the tenth day of February A. D. 1883 to the first day of January A. D. 1884 and three notes numbered respectively 2, 3, and 4 and being each and every of them for the sum of Forty four dollars United States gold coin and being for interest for the full period of the one 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 January A. D. 1885. Number 3 due and payable on the first day of January A. D. 1886, and No. 4 due and payable on the first day of January A. D. 1887.

Each and every of said notes being payable to the order of the party of the second part at Bank of British, North America, San Francisco, California and drawing interest at the rate of twelve per cent per annum from the date the date of the maturity of each of said

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