

((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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notes respectively in United States gold coin and whereas the parties of the first part have agreed and do hereby agree to pay all taxes on the lands and tenements hereinbefore described within thirty days after the same shall become due and payable and have further agreed and do hereby agree to keep the improvements on said hereinbefore described premises in good repair and to maintain and keep up in all manner said improvements, and have further agreed and do hereby agree to keep the building on the said hereinbefore described premises insured against fire in the Insurance Company for the sum of                      dollars United States gold coin in favor of the part of the second part and for its use and behoof and to pay or cause to be paid each and every year until all notes which this mortgage is given to secure or paid in full the premiums on and to procure renewals of such insurance in favor of the said part of the second part legal representatives or assigns at least thirty days before such insurance shall expire and within said thirty days furnish said renewals to or them.

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And whereas it has been and is hereby agreed between the parties of the first and second part that time and the exact performance of each and everything herein required or agreed to be performed is of the essence of this contract.

Now therefore if the said parties of the first part shall pay each and every of said promissory notes and shall do and perform all other things herein required or agreed to be performed in all manner as required or agreed then this conveyance to be void and having no effect.

But if said parties of the first part shall fail to pay or cause to be paid each and every of said notes in all manner in accordance with the terms thereof and the terms of this Mortgage or shall fail to perform any other thing herein required or agreed to be performed in all manner as is required or agreed.

Then upon the failure of the said parties of the first part to fully comply with the terms of this Mortgage or of said notes in any respect or particular it shall be optional with the said party of the second part his legal representatives or assigns to at any time after such failure declare the whole of said principal sum being at the time when the whole amount is declared due unpaid at once due and payable as also all interest thereon up to the date when payment of the whole amount thus becoming due shall be made or up to the date when judgment therefor against said parties of the first part and decree of foreclosure 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 foreclose this Mortgage to compel payment to be made of the full amount due and payable.

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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 or agreed any thing hereby agreed or required to be done that in case 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 or attorneys acting as attorney or attorneys for the plaintiff in such foreclosure suit or proceedings as attorneys fees of 20 per cent on the whole amount due on said notes and this Mortgage.

Witness our hands and seals the day and year first above written.

Signed, sealed and delivered in  
the presence of

C. W. Bailey )

E. A. Bailey, (Seal)

R. H. Fletcher )

Ida May Bailey (Seal)

Territory of Washington )  
County of Clarke ss

Be it remembered that on the 19<sup>th</sup> day of February A. D. 1883 before me the undersigned Page 169  
a Notary Public within and for said County and Territory personally appeared the within  
named E. A. Bailey and his wife Ida May Bailey 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 Ida May Bail-  
ey on a private examination made by me separate and apart from her said husband was made  
known the contents of said instrument and was fully apprised by me of her rights and the  
effect of signing said instrument and who thereupon acknowledged to me that she executed  
the same freely and voluntarily and without fear or compulsion of or coercion of her hus-  
band or from any one.

In witness whereof I have hereunto set my hand and seal the day and year first above  
written.

E. H. Fletcher Notary Public for and in  
Clarke County W. T.

(E. H. Fletcher Notary Public)  
Washington Territory.

Rec March 10th 1 o'clock P. M. recorded March 19th 1883 at quarter past 2 o'clock P.M.

Geo. H. Stevenson

Auditor Skamania Coun W. T.

#### MORTGAGE

H. W. Turk and wife, to William Reid.

This Indenture made this eighth day of March 1883 by and between Henry W. Turk and his page 170  
wife Viola V. Turk 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 Five 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 the 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.

The South East quarter of section Eighteen in Township One North Range Five East of  
the Willamette Meridian containing one hundred and sixty acres.

together with all and singular the tenements, hereditaments and appurtenances thereto  
To have and to hold, the same together with the appurtenances thereto belonging  
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 that they will  
and their heirs, executors and administrators shall forever warrant and defend the same  
against all lawful claims and demands whatsoever.

The condition of the above conveyance is such that whereas the said party of the  
second part has loaned to Henry W. Turk and Viola V. Turk the full and just sum of Five  
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 ten per cent per annum in like

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