

certain parcel or tract of land, situated in the County of Skamania, in the Territory of Washington, and bounded, and described as follows: Beginning at a rock on the north bank of the Columbia River at the South East corner of William M. Murphy's Donation Land Claim, described in his Notification No 937. Thence North Sixty Chains, to a stake, Thence West Twenty Seventy Seven (27) Chains, to Wind River, Thence South to the Columbia River, Thence upstream by the meanders of the Columbia River to the place of beginning. Containing One Hundred And Sixty Acres, more or less with all and singular the tenements, hereditaments ^{therein belonging or in any wise appertaining and the reversions and remainders} and appurtenances, remainder, and remainders, rents, issues, and profits thereof.

To have and to hold all and singular, the above mentioned premises, together with the ¹⁴ appurtenances unto the said party of the second part, forever subject to the following conditions: This conveyance is intended as a mortgage to secure the payment of four certain promissory notes, executed by the said party of the second part to A. G. Bradford bearing date April 16th, 1868, for the aggregate sum of Four Hundred Dollars being each for the sum of One Hundred Dollars, with interest payable respectively in One, Two, Three and Four years from date and if the amount of said notes, including principal and interest shall be paid at their maturity respectively, and in accordance with all their terms and conditions, then these presents, shall be void and the estate hereby granted shall ^{cease} ~~cause~~ and utterly determine but if default shall be made in the payment of the said notes or either of them or of the interest thereof at the time hereinbefore specified and in accordance with the conditions before referred to, then the said conveyance from thenceforth shall be wholly absolute.

In witness whereof the parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered

George Miller (Seal)

in presence of

James K. P. Wiley (Seal)

John E. Andrews

(50 ct. U. S. Internal Revenue Stamp cancelled.)

Frank Percy

TERRITORY OF WASHINGTON)
County of Skamania) ss.

Page 15.

On this Eighth (8th) day of October personally appeared before me George Miller and James K. P. Wiley and acknowledged to me that they executed the within conveyance for the uses and purposes therein set forth and I certify that I know the said George Miller and James K. P. Wiley who made the said acknowledgement to be the persons described in and who executed the same.

(5 ct. stamp cancelled)

John E. Andrews
Justice of the Peace.

Presented for Record Oct. 8th, 1869, Recorded Oct. 14, 1869.

J. E. Andrews, Recorder.

Cancelled July 22, 1881, by order of George Miller.

J. E. Andrews, Auditor.

MORTGAGE.

Page 14.

From ALBERT ESTABROOK

to

JOHN IRVINE.

This indenture made and entered into on this the Twenty Second day of

February, One Thousand Eight Hundred and Seventy One, by and between Albert Estabrook, of the County of Skamania, Washington Territory, of the first part, and John Irvine, of Wasco County, State of Oregon, of the second part. "Witnesseth" That for and in consideration of the sum of Three Hundred and Eighty Dollars (\$380.00) to me the said party of the first part, paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained sold and by these presents do give grant, bargain, sell, and convey and confirm unto the said John Irvine, party of the second part, and to his heirs and assigns all and singular the following described premises, buildings, mill and machinery, to-wit situated in Skamania County, in the Territory of Washington and being a claim upon the public lands, unsurveyed and being about one half mile north from the Columbia River and above, and adjoining N. Andersons land claim. Consisting of One Quarter Section of land and known as Estabrook's mill. Together with One frame Saw mill, Sash Saw mill dam, and machinery, situated upon what is known as Casners Creek. To have and to hold the said premises rights, privileges and all the buildings, and improvements situated upon said land claim, with the appurtenances thereunto belonging or in anywise appertaining to him the said John Irvine, and to his heirs and assigns forever on the conditions and reservations following, to-wit-

That these presents are intended to be a Mortgage to secure the payment to the party of the second part, of the sum of Three Hundred and Eighty Dollars and for w which sum two promissory Notes were heretofore given, to-wit: One and First Note for the sum of (\$160) One Hundred and Sixty Dollars executed about May, A. D. 1870, and one, and P. 18. second Note for the sum of (\$210) Two Hundred and Ten Dollars executed of even date herewith and Ten Dollars of interest accruing on first Note, and all to be paid in gold or silver coin. All to be paid within Six Months from the date hereof.

Now, if, and provided the said Two Notes shall be paid, on or before the expiration of Six Months from the date hereof, according to the exigences thereof, then these presents ^{shall} be null and void, and the effects thereof cease, but if default be made, in said payment, or any part thereof, these presents shall be and remain in full force, and be valid in law and in equity.

Signed, sealed and delivered
on the 23rd day of February, A.D. 1871,
in presence of Witnesses.

Albert Estabrook (Seal)

Attest: N. H. Gates

N. S. Orton

Presented for Record May 10, 1871, and Recorded May 11th, 1871.

J. E. Andrews, Auditor.

Page 19.

This indenture made the thirteenth day (13th) day of September, in the year of our Lord, One Thousand, Eight Hundred and Seventy One (1871) between Fred Wilson of Portland, Multnomah County, Oregon, party of the first part, and Hiram A. Leavens of Skamania County, Washington Territory, party of the second part, "Witnesseth" That the said party of the first part for, and in consideration of the sum of Three Hundred Dollars gold coin of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, ^{aliened} ~~aliened~~, remised, ^{releaved} ~~conveyed~~ and confirmed, and by these presents does grant, bargain, sell, alien, released, remise, convey and confirm unto the said party of the second part, and to his heirs, and assigns forever, all those certain tracts, lots and parcels of land, lying and