

MORTGAGE.

F. Dillon & wife to J. E. C. Durgan.

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This Indenture Witnesseth that we Francisco Dillon and Sarah E. Dillon his wife in consideration of five hundred and fifty (\$550) Dollars to us in hand paid the receipt whereof is hereby acknowledged, have bargained, sold and conveyed and by these presents do bargain, sell and convey unto Joseph E. C. Durgan.

Together with the tenements, hereditaments and appurtenances thereunto belonging on in anywise appertaining. To have and to hold the same with the appurtenances unto the said Joseph E. C. Durgan his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of five hundred and fifty (\$550) Dollars and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy to-wit:

\$550 00/100 Vancouver W. T. May 3, 1883. One year after date for value received I promise to pay to the order of Joseph E. C. Durgan Five hundred and fifty (\$550) dollars, with interest thereon at the rate of ten (10) per cent per annum from date. If the interest is not paid when due, it shall become compounded with the principal and bear 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 I 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 plaintiffs attorneys.

Francisco Dillon.

Now if the sums of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void but in case default be made in the payment of the principal or interest as therein provided then the said Joseph E. C. Durgan or his legal representatives may sell the premises above described, with all and every of the appurtenances or any part thereof, in the manner provided by law, and out of the money arising from such sale retain the said principal and interest together with the costs and charges of making such sale and the attorney's fees provided for in the said promissory note and the overplus if any thereof pay over to the said Francisco Dillon his heirs or assigns.

Witness our hands and seals this fourth day of June 1883.

Signed in presence of
Chas Brown

Francisco Dillon (Seal)

John O'Keam.

Sarah E. Dillon (Seal)

Territory of Washington }
County of Clarke } ss

On this fourth day of June 1883 before me, the undersigned authority, personally came Francisco Dillon and Sarah E. Dillon his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage Deed, as parties thereto and severally acknowledged the execution thereof for the uses and purposes therein mentioned.

And I certify that I examined the said Sarah E. Dillon wife of the said Francisco Dillon separate and apart from her husband, and that I made known to her the contents of the said Mortgage Deed, and fully apprised her of her rights of homestead under the laws of Washington Territory and of the effect of signing the said Mortgage Deed. And she did thereupon acknowledge to me that she did execute the same voluntarily of her own free will and without the fear of or coercion from her husband.

Witness my hand and seal hereto affixed the day and year last aforesaid.
Chas Brown, Auditor of Clarke County,
Washington Territory.

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*This mortgage is cancelled this 17th day of October A.D. 1884
Cancellation of release dated Sept. 16, 1884.
P.C. 1884, p. 20, at 15-minute before 12 o'clock P.M.
P.C. 1884, p. 24, at 15 past one o'clock P.M.*