

MORTGAGE

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John Saulovich to M. Ferraris.

This Indenture made this 5th day of December in the year of Our Lord one thousand eight hundred and eighty three between John Saulovich of the first part, and E. Ferraris of the second part witnesseth. That the said party of the first part for and in consideration of the sum of one hundred and fifty Dollars to me in hand paid the receipt whereof is hereby acknowledged, have bargained, sold, aliendd, released, conveyed and confirmed, and by these presents do bargain, sell, alien, release, convey and confirm, unto the said party of the second part his heirs and assigns forever all my right, title claim and interest in and to the following described property and land to-wit:

That certain tract or parcel of land lying and being situate in section 35, Township 2 North Range 5 east containing 160 acres more or less.

The same being heretofore bought by me of the said E. Ferraris so far as he might or could sell or convey unto me, also all the improvements and buildings thereon.

Said land lying and being in Skamania County, Washington Territory and the property heretofore of the N.R.R. Co.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and also, all the estate, right, title and interest of the said party of the first part, of, in and to the same now or hereafter to be acquired.

To Have and To Hold the herein before, granted, bargained, and described premises with the appurtenances unto the said party of the second part his heirs and assigns, to his and their own use benefit and behoof forever. This conveyance is intended as a mortgage to secure the payment of the sum of one hundred and fifty Dollars in accordance with the tenor of a certain promissory note of which the following is substantially a copy to-wit:

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\$150.00

Portland, Oregon December 5, 1883.

One year after date, without grace I promise to pay to the order of E. Ferraris. one Hundred and fifty Dollars for value received with interest after maturity at the rate of Eight per cent per annum until paid 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 twenty five Dollars as attorney's fees in said suit.

No--- Due---

John his Saulovich
X
mark

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 party of the second part his executors administrators and assigns are hereby empowered to foreclose this mortgage in the name prescribed by law. And the said John Saulovich for himself his heirs, executors administrators, doth covenant and agree to pay unto the said party of the second part his executors, administrators or assigns the said sum of money as above mentioned. In Witness Whereof I have hereunto set my hand and seal the day and year first above written.

Signed, sealed and
delivered in presence ofJohn his Saulovich
X
mark

W. N. Steeves

Martin Halick

State of Oregon

County of Multnomah

This certifies that on this 5 day of December A.D. 1883 before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named John Saulovich who is known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and Notarial Seal the day and year last above written.

(Notarial Seal)

X.M. Steeves.
Notary Public in & for Oregon.

Received for Rec. Dec. 14 at 2 o'clock P.M. Rec Dec. 17, at 11 o'clock A.M.

Geo. H. Stevenson.

Auditor.

This Indenture Witnesseth That we Frank Marble and Clara F Marble his wife, Hiram S Marble and Esther A Marble his wife in consideration of Two hundred and Twenty five 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 Chas Brown, of Vancouver Washington Territory the following described premises to wit:

The East half of the South west quarter of Section Eighteen (18) in Township One (1) North of range five (5) East of the Willamette Meridian containing eighty acres and situate in Skamania Washington Territory.

Together with the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining To Have and To Hold the same with the appurtenances unto the said Chas Brown his heirs and assigns forever. This conveyance is intended as a Mortgage to secure the payment of the sum of Two hundred and twenty five Dollars, and the interest thereon in accordance with the tenor of a certain promissory note, of which the following is a copy to wit:

\$225 00/100

Vancouver W.T. February first 1884.

Five years after date for value received we jointly and severally promise to pay to the order of Chas Brown Two hundred and Twenty five Dollars with interest thereon payable yearly at the rate of ten (10) per cent per annum from date. If the interest is not paid when due, it shall be 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 we promise to pay such additional sum as the court may adjudge reasonable as attorney's fees to be taxed as part of the costs of such suit for the use of the plaintiffs attorney.

Frank Marble

Hiram S Marble

Now if the sums or 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 Chas Brown 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 fee provided for in the said promissory note and the overplus if any there be pay over to the said Frank Marble and Hiram S. Marble their heirs or assigns

Witness our hands and seals this 9th day of February 1884

Signed in presence of

Cancellation hereof recorded on page 55 Book J. Mtg records.

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