

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 <sup>shall</sup> 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

Albert Estabrook (Seal)

on the 23rd day of February, A.D. 1871,

in presence of Witnesses.

Attest: N. H. Gates

N. S. Orton

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

J. E. Andrews, Auditor.

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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, <sup>aliened</sup> ~~aliened~~, remised, <sup>releas</sup> ~~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

Decree of this 6th Day of Nov 1872 J. E. Andrews Sec Auditor

being situate in Skamania County, Washington Territory and more particularly described in the Maps and Plans of the United States Land Office as the North East Quarter of the North West Quarter of Section No. Six (6) in Township No One (1) North of Range Six (6) East, Containing Forty Acres of Land, it being the same tract of land paid for by James E. Totten to the Receiver of the United States Land Office at Vancouver W.T. and also that certain other tract and parcel of Land Situate in said County of Skamania, and known and described as the West Half of the North East Quarter and Lots Nos One (1) and Two (2) of Section No. Six (6) in Township No. One (1) North of Range No. Six (6) East containing One Hundred and Fifty One Acres (151) it being the same tract of land formerly preempted by Robert McClure, both tracts of land containing One Hundred and Ninety One Acres (191) Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders rents, issues, and profits thereof and also all estate right, title, interest, property possession claim, and demand whatsoever, as well in law as in equity of the said party of the first part in or to the said premises and every part and parcel thereof with the appurtenances.

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To have and to hold all and singular the said premises together with the appurtenances unto the said party of the second part and to his heirs and assigns forever. and the said party of the first part and his heirs the said said premises in the quiet and peaceable possession of the said party of the second part his heirs and assigns against the said party of the first part, and his heirs ~~the said premises, in the quiet and peaceable possession of the said party of the second part his heirs and assigns against~~ the said party of the first part and his heirs ~~and against all and every person and persons whomsoever, lawfully claiming, or to claim the same, Shall warrant, and by these presents forever defend Subject to the following conditions.~~

This conveyance is intended as a Mortgage, to secure the payment of One certain promissory Note, executed by the said party of the first part, to the said party of the second part, bearing <sup>date</sup> herewith, for the aggregate sum of Three Hundred Dollars, Gold Coin of the United States of America. Now If the said Note including, principal, and interest shall be paid at maturity, and in accordance with all its terms and conditions, then these presents shall become void and the estate hereby granted, shall cease <sup>and the same</sup> determine but if default shall be made in the payment of said Note, or of the interest thereon, at the time therein specified, or in accordance with the conditions, then the said conveyance from thence forth <sup>be</sup> wholly absolute.

In Witness whereof the party of the first part, has hereunto set his hand and seal the day and year first above written.

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(Stamp 50cts)

Fred Willson (Seal)

Signed Sealed and delivered in presence of

John E. Andrews, Sec.  
Mrs J. E. Andrews.

Presented for record Sept. 13, 1871 at 11 O'clock A.M. and Recorded Sept. 30th, at 10: A.M.

John E. Andrews, Auditor.