

costs and charges of making such sale and the attorney's fees provided for in the said promissory note and the over plus if any thereof to pay over to the said Ernest H Prindle and Frances C Prindle their heirs or assigns The words for saw logs interlined before signing in the thirteenth line of the fourth page hereof Witness our hands and seals this 4th day of March 1884

Executed in presence of

Chas Brown

Ernest H Prindle (Seal)

H. C. Lieser

Frances C Prindle (Seal)

Rec for Rec March 5 1884 a ½ past 3 o'clock P M Rec March 15 at ½ past ten A.M.

Geo H. Stegenson

Auditor.

Page
39

This Indenture made this 10th day of March 1884 between Edward Underwood and Isabella Underwood his wife 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 in consideration of the sum of Eight hundred Dollars United States Gold coin to them in hand paid the receipt whereof is hereby acknowledged do Grant Bargain Sell and Convey unto the said party of the second part his legal representatives and assigns those certain premises situated in the County of Skamania and Territory of Washington and described as follows to wit: The south East quarter of the North west quarter the South half of the North East quarter and the North East quarter of the North East quarter of the Section Twenty Two in Township Three North Range Ten East of the Willamette Meridian containing One hundred and sixty acres.

Page
190

SANITIZED
OK F MTC
P234

Together with the tenements hereditaments and appurtenances thereto belonging, or in any wise appertaining. To Have And To Hold the same together with the tenements hereditaments and appurtenances thereto belonging or in any wise appertaining unto the said party of the second part its successors and assigns forever. The said parties of the first part hereby covenanting with the said party of the second part its successors 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 Whereas the said party of the second part has loaned to said parties of the first part the sum of Eight hundred Dollars U. S. Gold Coin for which sum and for the interest thereon at the rate of 12 per cent per annum They have given their promissory notes of even date herewith, the said notes being for said principal and for interest thereon and are in substance and numbered as follows: Principal notes being for the sum of (400.00) Four hundred Dollars and numbered respectively 3 and 7 And payable as follows No 3 on the first day of April 1885 No 7 on the first day of October 1886 and the interest notes being one note numbered 1- due and payable on the first day of October 1884 for the sum of \$53 60 and 4 notes numbered respectively 2 4, 5 and 6 for the respective sums of Forty Eight Dollars, Twenty Four Dollars Twenty four Dollars Twenty four Dollars and being respectively payable as follows; Number 2 on the first day of April 1885 number 4 on the first day of October 1885 and thereafter in the order of their numbering each one of said notes falling due on each following first day of April and October in each and every year up to the first day of

Page
191

Dec. 2, 1898.

October 1886 when number 6 of said notes became payable, to said notes being payable in United States Gold Coin to the order of the party of the second part at the office of the American Mortgage Co of Scotland Limited Edinburgh Scotland, and drawing interest at the rate of 12 per cent per annum from date of their maturity And whereas the parties of the first part have agreed to pay all taxes on the lands and tenements hereinbefore described within thirty days after the same shall become due and payable and have agreed to keep and maintain the improvements on said premises in good repair in every particular. And whereas it has been agreed between the parties of the first and second parts that time place and exact performance of each and everything therein required or agreed in each of said notes to be performed is of the essence of this contract. Now therefore the condition of the above conveyance is such that if the said parties of the first part shall pay each of said notes and shall do and perform all other things herein and therein required or agreed to be performed, then this conveyance to be void. But if said parties of the first part shall fail to pay each or any one of said notes or fail to comply with the terms thereof and the terms of this Mortgage, or shall fail to perform any other thing herein or therein required or agreed to be performed then upon the failure if the said parties of the first part to fully comply with the terms of this Mortgage of said notes in any respect or particular, it shall be optional with the said party of the second part, its successors or assigns, at any time after such failure, to declare the whole of said principal sum then unpaid at once due and payable as also all interest thereon up to that date, 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 its successors or assigns, at any time after such failure, at its or their option, may proceed to foreclose this Mortgage to compel payment to be made of the full amount due and payable upon said notes or any one of them And it is hereby further expressly agreed and provided as an essential part of this Mortgage in case foreclosure proceedings hereon 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 an attorney's fee 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 presence of

Geo Booth

Edward Underwood (Seal)

Geo M Champlin

Isabella Underwood (Seal)

State of Oregon

County of Wasco

Be it remembered that on the Eleventh day of March A. D 1884 before me the undersigned a Notary Public within and for Wasco Co Oregon personally appeared the within named Edward Underwood and Isabella Underwood his wife 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 purpose therein mentioned; and the said Isabella Underwood wife of the said Edward Underwood in 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 said husband or from any one.

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

Geo M Champlin
Notary Public for
State of Oregon

Geo M Champlin
Notary Public for Oregon

Rec for Rec at March 14 at oclock & M Rec Mar 14 at 15 min past twelve A. M. 1884

Geo H Stevenson

Auditor.

This Indenture made the 8th day of April 1884 by and between H. B. Borthwick and Walter F. Fraine composing the firm of Borthwick and Fraine residing Cascade Mills County of Skamania Washington Territory party of the first part and A. E. Borthwick of Portland County of Multnomah Oregon party of of the second part Witnesseth that for and in consideration of the sum of Fifteen Hundred dollars lawful money of the United States to us in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted bargained, sold assigned and transferred and set over and by these presents do grant bargain and sell assign transfer and set over unto the said party of the second part all those certain goods and chattles now being in a certain mill called the Sprague Mill situated on the North side of the Columbia River in Skamania County Washington Territory about one mile north of said Columbia River and about Eight miles above the Cascades Locks and described as follows to wit Two (2) Engines Two (2) boilers California one and a half (1½) Plainer Saws Shafting Belting Carriages together with all and singular all other machinery and fixtures of whatsoever nature and description to to said mill above mentioned and described appertaining and belonging to have and to hold all and singular the said goods and chattles above bargained and sold or intended so to be unto the said party of the second part his executors administrators and assigns forever provided never the less. And these presents are upon ^{this} express condition that whereas the said party of the second part has this day become an accommodation endorser upon a certain promissary note bearing even date herewith for the sum of Fifteen Hundred Dollars payable to the Portland Savings bank sixty days from this date and signed by said firm Borthwick and Fraine the party of the first part as security to the said A. E. Borthwick for the payment of the sum of fifteen Hundred Dollars the amount mentioned in the above described promissary note so endorsed by the said party of the second part, and if the said party of the first part shall will and truly pay the above mentioned and described promissary note with interest costs and expenses attendant upon same in accordance with the terms of said promissary note then these presents shall be void otherwise to remain in full force and effect but in case a fault is made in the payment of said Promissary note according to the terms thereof or if said property is attempted to be removed by any one from within said county and state or to be attached or liened upon by the creditors for the said party of the first part or shall be assigned or attempted to be assigned, then it shall and may be lawful for and the said party of the first part does hereby authorize and empower the said party of the second part his executors administrators or assigns with the aid and assistance of any person or persons to enter said Sprague Mills above mentioned and other premises and such other place or places as the said goods or chattles are or may be placed and take or carry away the said goods and chattles and sell and dispose of the same at public auction upon giving legal notice of the same in a newspaper of general circulation

Page
194

Page
195

Page
196