

shall be void if such payment be made according to the tenor and effect thereof But in case default be made in the payment of the principal or interest as provided then the said party of the second part his executors administrators and assigns are hereby empowered to sell the said premises with all and every of the appurtenances or any part in the manner prescribed by law and out of the money arising from such sale to retain the said the said principal and interest together with the costs and charges of making such sale and seven per cent for attorneys fees and the overplus if there any be shall be paid by the party making such sale on demand. to the party of the first part his heirs or assigns in witness the said party of the first part has hereunto set his hand and seal in the day and year first above written

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Signed Henry Wicks (Seal)

Signed Sealed and delivered in the
presence of Wm Kramer
S B Jones

Territory of Washington
ss
County of Skamania

on this 10th day of May 1884 before me T F Levens a Notary Public for County of Skamania Territory of Wash personally appeared Henry Wicks personally known to me to be the same person whose is subscribed to the said within instrument who duly acknowledged to me that he executed the same in witness whereof I have hereunto set my hand and seal the day and year in this certificate first above written

T F Levens
Seal Notary Public

Territory of Washington
County of Skamania

Personally appeared before me T. F. Levens a Notary Public for and within the above named County and Territory Henry Wicks who swears that the above Mortgage is made in good faith. And Without any design to hinder delay or defraud creditors Signed Signed and Sworn to before me this 10th day of May A D 1884

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T. F. Levens
Seal Notary Public

Received May 10th 1884 at 3 P M Recorded May 17th at 4 P M 1884 Recorded in Book C of
Mortgages

Geo H Stegenson Auditor
Per E Hogan Depty.

Cancelled by written authority of E Hogan Rec on page 43 B. O of Mortgages Feb 11 1886

Ged Stevenson
Auditor.

This Indenture Witnesseth that we Henry J. Lawton and Harriet A Lawton husband and wife in consideration of Three Hundred and thirty five (\$35 00/100) 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 J. E. C. Durgan the following described premises to wit The North East Quarter of the South East Quarter and the North West Quarter of the South East Quarter of Section Eighteen in Township Two North of range five east of the Willamett Meridian in Skamania County Washington Territory containing Eighty

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acres more or less. Together with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining to have and to hold the same with the appurtenances unto the said J. E. C. Durgan his heirs and assigns forever This conveyance is intended as a mortgage to secure the payment of the sum of Three Hundred and Thirty five (335 00/100) dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to wit. Portland Oregon August 15th (335 00/100) 1884. Twelve months after date for value received we promise to pay to the order of J. E. C. Durgan. Three Hundred and Thirty five dollars with interest thereon at the rate of Ten 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 attorneys fees to be taxed as a part of the costs of such suit for the use of the plaintiffs attorney

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Henry. J. Lawton

Harriette A. Lawton

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 J.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 overplus if any there be pay over to the said Henry J. Lawton his heirs or assigns. Witness our hands and seals this 15th day of August A D 1884

Henry J Lawton (Seal)

Harriet. A. Lawton(Seal)

Executed in presence of Lorenzo Hill

D. L. Russell

Territory of Washington }
County of Clark } ss

On this 15th day of August 1884 before me the undersigned authority personally came Henry J. Lawton and Harriet A. Lawton his wife who are personally known to me to be the same persons whose names subscribed to the foregoing mortgage deed as parties thereto. And they acknowledged the execution thereof for the uses and purposes therein mentioned And I certify that I examined the said Harriet A. Lawton wife of the said Henry J. Lawton 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 while she was so separate and apart from her husband freely and voluntarily sign 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 the day and year last aforesaid

D. L. Russell

Justice of the Peace

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I certify that the within Mortgage deed was filed for Record in the Auditors office of the above at 1 oclock P.M August 27th 1884 and Recorded at 4 oclock P.M same date

new

Handwritten note:
This page was collected by authority
of the Auditor of the Territory of Washington
and is not to be used for any other purpose
than for the purpose of the Auditor of the Territory of Washington
and is not to be used for any other purpose
than for the purpose of the Auditor of the Territory of Washington
See 1-1887

in Book C. of mortgages pages 201-202-203

G H Stevenson
Auditor
Per E Hogan
Depty.

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This Indenture made the third day of October in the year of our lord one thousand eight and eighty four between Mary Weiser of the County of Skamania Territory of Washington the party of the first part and John Dunivan of Wasco County State of Oregon the party of the second part Witnesseth that the said party of the first part is justly indebted to the said party of the second part in the sum of Thirty five Dollars Gold Coin of the United States of America upon a certain promissory note made at the date hereof by the said party of the first part to and in favor of the party of the second part in the words and figures following to wit Oct 3d 1884 Six months after date without grace I promise to pay to John Dunivan or order the sum of Thirty Five dollars payable in gold coin of the government of the United States for value received without interest Mary X Weiser

Now this Indenture Witnesseth that for the purpose of securing the payment of the said promissory note the said party of the first for and in consideration of the premises. as also in consideration of the sum of one dollar lawful money to her in hand paid by the said party of the second part the receipt whereof is hereby acknowledged has granted bargained sold conveyed and confirmed and does hereby grant bargain sell convey and confirm unto the said party of the second part his heirs and assigns all of her homestead claim situated in Sec 32 Tshp 3 N R 8 E Willamette Meridian in Skamania County Washington Territory containing Seventeen and 65/100 acres be the same more or less Together with all and singular the tenements hereditaments and appurtenances therunto belonging or in any wise appertaining to have and to hold the said premises with all the tenements appurtenances hereditaments thereunto belonging unto the said party of the second part his heirs and assigns forever. Provided nevertheless that if the said party of the first part shall well and truly pay or cause to be paid the said promissory note according to the tenor and effect thereof then in such case this indenture and the estate hereby granted shall be null and void else to remain in full force and virtue but it is distinctly understood and agreed that if said promissory note shall not be punctually paid when the same becomes due and payable as in said promissory note mentioned then and in such case the principal sum of said promissory note shall be deemed and taken to be due and payable and proceedings may forthwith be had by the said party of the second part his heirs executors assigns or administrators for recovery of the same either by suit on said note or on this mortgage any thing contained in said note or in this indenture to the contrary notwithstanding and in any suit or other proceedings that may be had for the recovery of the said principal sum on either said note or on this mortgage it shall and may be lawful for the said party of the second part his heirs executors or assigns to include in the Judgment that may be recorded council fees and charges of attorneys and council employed in such foreclosure suit not exceeding fifty dollars and ten per cent thereon upon the amount due the plaintiff on said note and this mortgage and if said suit be settled before Judgment the same fee and percentage shall be as well as all payments that the said party of the second part his heirs executors administrators or assigns may make for his or there security or on account of any taxes charges encumbrances or assessments whatsoever on the said premises in witness whereof the said party of the first part has hereunto set her hand the day and year first above written Mary X Weiser

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Witness on this 3rd day of October before me E R Minville a Justice of the peace for