

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

and within the County of Skamania Ter of Wash personally appeared Mary Weber personally known to me to be the same person whose name is subscribed to the said wⁱⁿ instrument who duly acknowledged to that she executed the same in Witness Whereof I have hereunto set my hand the day and year in this certificate first above written

E R Ninville
Justice of the peace

This Indenture made this 25th day of January 1884 between Charles Sweeny and his wife Page 207
Emiline Sweeny of the County of Spokane 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 Three Thousand 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 Northeast quarter of the northwest quarter and lots One two and Three of Section Thirty in Township Three North Range Ten East of the Willamette Meridian containing one Hundred and fifty Four acres and the southeast quarter of Section Twentyfour in Township Three North Range Nine East of the Willamette Meridian containing one hundred and sixty acres. Also the following described land situate in the County of Walla Walla in said Territory of Washington to wit; all of Section seventeen in Township nine north Range thirty five east of the Willamette Meridian containing six hundred and forty acres Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have And To Hold the same together with the tenements, hereditaments and appurtenances thereto belonging or in anywise 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 parts, its successors and assigns that They are lawfully seized of 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 Three Thousand Dollars U. S. 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 Note being for the sum of (3000.00) Three Thousand Dollars and payable as follows on the first day of March 1886, and the interest notes being one numbered 1 due and payable on the first day of March 1885 for the sum of \$396.00⁰⁰ and 1 notes numbered two for the sums of Three hundred and sixty dollars and being payable as follows: Number 2 on the first day of March 1886. Each of 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