

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 w^h in 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

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 herein 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 anyone 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 of the ^{said parties of the} first party to fully comply with the terms of this Mortgage or of said notes in any respect or particular it shall be optional with the said party of the second parts, 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 attorney's acting as attorney or attorney's for the plaintiff in such foreclosure suit or proceedings an attorney fee of 20 per cent on the whole amount due on said notes and this mortgage

Page
209

Signed Sealed and Delivered
in presence of

Witness our hands and seals the day and year first
above written

C. G. Bradshaw }
R. J. Linden }

Charles Sweeny (Seal)
Emeline Sweeny (Seal)

Territory of Washington }
County of Spokane }

Be it remembered that on the Sixth day of March A. D. 1884 before me the undersigned a Notary Public within and for said County personally appeared the within named Charles Sweeny and his wife Emeline Sweeny 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 Emeline Sweeny wife of the said Charles Sweeny on 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 anyone

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

C. G. Bradshaw
Notary Public Washington Territory

C. G. Bradshaw Notary Public

ham.

Rec for Recd Jan 24 1883 at 1/2 past 4 o'clock P.M. Rec Feb 13, 6 o'clock P.M.

Geo H Stevenson Auditor Skamania Co. W.T.