

Mortgage: A.C. Phelps & Levi Estes To Wm Grant.

Know all men by these presents that we A.C. Phelps of the County of Wasco, in the State of Oregon, and Levi Estes of Multnomah and State of Oregon, in consideration of Fourteen Thousand Dollars, to us paid by William Grant of the County of Wasco and State of Oregon, have bargained and sold and by these presents do grant convey, set over and assign unto the said William Grant, all the following described property, situate in the County of Skamania and Territory of Washington, to wit:

the said That certain Saw Mill called Sprague Mill, heretofore owned and operated by William Grant, and all the machinery, implements, and fixtures thereunto belonging; and all the buildings and sheds connected therewith, including the mill house, dwelling house, mess house, blacksmith shop, and all other buildings used at and about said mill, and in connection therewith, and the blacksmith forge, furnace, and tools, also fourteen yoke of oxen, and the yokes and chains used in connection therewith, at and about said mill; also two wagons heretofore used at and about said mill by said William Grant; also the flumes, Sheets and booms heretofore used in transporting and holding timber and lumber and timber in connection with the operating of said mill; also all the furniture Stoves, fixtures, implements and all articles heretofore belonging to the said William Grant and in use at, about, or in connection with said mill.

To have and to hold the said property and all the right, of said A.C. Phelps and Levi Estes, in and to the lands on which said mill, buildings and flumes are situated, unto the said William Grant and his heirs, Executors, administrators and assigns, forever.

This conveyance is intended as a Mortgage to secure the payment to the said William Grant, his executors administrators or assigns of four certain promissory notes of even date herewith, executed by the said A.C. Phelps and Levi Estes, for the aggregate amount of \$14,500 ⁰⁰ and interest thereon, that is to say:-

One note for \$3625. ⁰⁰ to become due and payable on or before the 11th day of *May* ~~November~~ A.D. 1881, together with interest thereon from date till paid, at the rate of ten per cent per annum.

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One note of \$3625. ⁰⁰ to become due and payable on or before the 11th day of *November* ~~May~~ A.D. 1881, together with interest thereon from date till paid, at the rate of ten per cent per annum.

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And one note for \$3625. ⁰⁰ to become due and payable on *or before* the 11th day of *May* ~~November~~ A.D. 1882, together with interest thereon from date till paid at the rate of ten per cent per annum.

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One Note for \$3625. ⁰⁰ to become due and payable on or before the 11th day of *November* ~~May~~ 1882, together with interest from date till paid, at the rate of ten per cent per annum.

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Each of which notes is payable to the said William Grant, or to his order, at Dalles City, Oregon.

Now therefore if each and all of said notes are paid at maturity, principal and interest, then this conveyance shall be void; but in case default shall be made in the payment of any of said notes when due or of any part of any of them, principal or interest, then this mortgage may be foreclosed in any manner provided by ^{the} laws of said Territory of Washington, for such foreclosure; and