

BOOK C. County Records of Skamania County, Washington Territory.

MORTGAGE.

Page
1.

From E.C. Hardy to Lewis Van Vliet:

Know all men by these presents, that I E.C. Hardy, of the County of Skamania and Territory of Washington, for and in consideration of the sum of Five hundred Dollars, to me in hand paid by Lewis Van Vliet of the County of Clarke and Territory of Washington, have bargained and sold, and by these presents do bargain, sell and convey, to the said Lewis Van Vliet, all my right, title and interest, in the Waggon Road commencing at the East Boundary of Clarke County, W.T. and intersecting the U.S. Military Road, at the Cascades, Skamania County, W.T. and all my right, title, and interest, in the Charter of the Legislative Assembly of the Territory of Washington, under which said Road was built, the same being entitled an Act to authorize E.C. Hardy, and others to open a trail and Wagon Road in Clarke and Skamania Counties, and the acts amendatory.

To Have and To Hold, the said waggon Road, and franchise, unto the said Lewis Van Vliet, and his heirs forever, provided, and upon the following conditions. The above conveyance, is intended as a Mortgage, to secure the payment of Five Hundred Dollars, to Lewis Van Vliet, on or before, the first day of January 1868.

Now if the said E.C. Hardy, shall truly pay, said sum, on, or before the first day of January 1868, then this obligation, to be void otherwise to remain, and be, in full force and virtue in law, in witness whereof, I have hereunto set my hand and seal this 27th day of November, A.D. 1866.

Signed Sealed and delivered in presence:

F.A. Kerns.

E.C. Hardy. (Seal)

Martha Kerns.

Recorded this the 28th day of November A.D. 1866 at 2 o'clock and 30 minutes P.M.

J.E. Andrews, Auditor.

(5 Oct. Stamp Cancelled)

(Cancelled Feb. 22, 1867) (Lewis Van Vliet.)

TERRITORY OF WASHINGTON }
COUNTY OF SKAMANIA } SS :

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2.

Personally appeared before me, the undersigned authority E.C. Hardy, personally executed the foregoing Conveyance and known to me to be the person who acknowledged to me, that he executed the same, freely and voluntarily, and for the uses and purposes, mentioned there.

J.A. Kerns.

(Signed) Justice of the Peace in and for Skamania County Washington Territory.

Chattle Mortgage.

Know all men, that whereas I have this day bought of A.J. Wiley, and J.K.P. Wiley two Yokes of Oxen and ~~one~~ one Old Govt Waggon, and two Mares, better described in the Bill Of Sale, bearing even date with this agreement.

Now I hereby agree to relinquish, and return said bill of Sale, to the aforesaid A.J. Wiley and J.K.O. Wiley, upon the payment of a certain promissory note, according to the terms thereof, given to me by the said A.J. Wiley and J.K.P. Wiley, for the sum of Three Hundred and Fifty Dollars, bearing even date with this agreement and due eight months after date.

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Cancelled, Sept. 22, 1867.

Presented for record & Recorded May, 27, 1867.

J. E. Andrews, Auditor.

J. E. Andrews, Auditor.

(U.S. Revenue Stamp Cancelled.)

* Mortgage.

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From F. G. Iman & Wife to Simeon Geil.

This Indenture, made the Sixteenth day of October, in the year of our Lord, one Thousand, Eight Hundred and Thirty seven, between Felix G. Iman, and Margarette Iman, his wife of the County of Skamania in the Territory of Washington, the parties of the first part and Simeon Geil, of the same County and Territory of the Second part: Witnesseth:

That the said party of the first part, for and in consideration, of the sum of One Thousand, \$1000. Dollars Gold Coin of the United States of America, to them in hand paid do hereby grant, bargain, sell, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all that certain tracts, pieces or parcels of land lying and being in the County and Territory aforesaid, and being more particularly described as follows.

Being the North East quarter of the North West quarter and lots number six (6) Seven (7) and Nine (9) in Section number One in Township number Two (2) North of Range Number Seven (7) East of the Willamette Meridian, Containing Eighty-six (86) 1/100 Acres: And the North Half of the Donation Land Claim, of the parties of the first part, Number Forty Four (44) being part of Sections, Number, Two (2) and eleven (11), in Township, Number Two (2) North of Range Number Seven (7) East of the Willamette Meridian Containing, Three Hundred Hundred and Twenty Three 24/100 (323, 24/100) Acres, and also the North half of the Donation Land Claim of Daniel Baughman Number Forty-Two (42) being parts of Section Numbers One (1) Two (2) and eleven (11) in Township Number Two (2) North of Range Number Seven (7) East of the Willamette Meridian containing, One Hundred and Sixty (160) Acres more or less.

Together with all and singular, the tenements, hereditaments and appurtenances, thereunto belonging or in anywise appertaining. This conveyance is intended as a Mortgage to secure the payment of a certain promissory note, which are hereto and figures as follows, to-wit: Cascades Clarke County, W.T. October 16th 1867. Three years after date for value received, we jointly and severally promise to pay to Simeon Geil or Order the sum of One Thousand in Gold Coin, with interest till paid.

(Signed)

Felix G. Iman x his mark.
Margaret Iman.

And these presents shall be void if such payment is made, but in case of default be made in the payment of the principal, or interest, as in said promissory note is 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 part of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale to retain the said principal and interest, together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale on demand, to the said parties of the first part, their heirs, or assigns.

In Witness Whereof as the said parties of the first part have hereunto set their hand, and seal, the day and year first above written.

Signed, Sealed and Delivered, in the presence of:

Signed.

John J. Denver.

SIGNED

his

F. G.

X

Iman

mark.

Partial
Release
LMS 649
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