

In Witness Whereof, we have hereunto set our hands and seals this 24th day of April, A.D. 1878.

Signed, ~~Sealed~~ in presence of.

Henrietta Thomas.

Henry Wick (Seal)

H.A. Leavens.

Wm. E. Thomas. (Seal)

Territory of Washington }  
County of Skamania } SS:

This Certifies That on the 24th day of April, 1878 before me the undersigned a Justice of the Peace in and for the said County and Territory, personally appeared with-Page 32.  
in named.

Henry Wick and W.E. Thomas of Skamania County, Washington Territory who known to me to be the identical person described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto set my hand this day and year last above written.

H.A. Leavens.

Justice of the Peace.

Received and Recorded this the 6th day of May, A.D. 1878 at 4 O'Clock P.M.

Thomas Moffett, Auditor.

Mortgage.

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J.E.C. Durgan and wife to Leroy Morgan.

This Indenture Witnesseth, That we J.E.C. Durgan and Francis I. Durgan his wife, for and in consideration of the sum of Twelve hundred (1200) 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 Leroy Morgan of Clarke County, Washington Territory. The following described premises, to-wit:-

Lots numbered one (1) Two (2) Three (3) and four (4) of Section One (1) and the North east quarter of the Northwest quarter of Section Twelve (12) in Township One (1) North of Range Four (4) East of the Willamette Meridian, situate in Clarke County Washington Territory and containing one hundred acres and eighty hundredths of an acre.

Also the south west quarter of section Six (6) in Township One (1) North of Range Five (5) East of the Willamette Meridian situate in Skamania County Washington Territory and containing one hundred and sixty acres and five hundredths of an acre.

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 Leroy Morgan his heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of Twelve hundred dollars and interest in accordance with the tenor of a certain instrument of writing of which the following is a copy to-wit:-

Cancelled this, 30th day of March by ~~written~~ written authority of L. Morgan.

J.E. Andrew, Sr. Co. Auditor.

\$1,200.00/100.

Parker's Landing Clarke County.W.T.  
Feb.12th,1879.

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Two years after date for vlaue received,I promise to pay to Leroy Morgan or order, Twelve hundred dollars (\$1200.)in United States Gold Coin with interest therein in like money payable semi-annually at the rate of Ten (10) per cent per annum from date untill paid,and if said interest is not so paid semi-annually it shall be compounded with the principal and bear like interest therewith;And in case suit be instituted to collect this note or any portion thereof,I agree that ten per cent on the whole amount due shall be added thereto and taxed as a part of the cost of such suit,for the use and benefit of the attorney conducting the same.

nam

J.E.C.Durgan.

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Now if the sums of money due upon said instrument should be paid according to the agreements therein expressed,this conveyance shall be void,but in case default shall be made in payment of the principal or interest as above provided then ~~the~~ said Leroy Morgan and his legal ~~heirs~~ representatives may sell the premises above described,with all and every of the appurtenances,or in 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 attorneys fees named in said instrument of writing and the overplus if any there be to pay over to the said J.E.C.Durgan,his heirs ~~or~~ assigns.

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WITNESS our hands and seals this tenth day of February,1879.

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Signed in presence of.

Geo.W.Hart.

J.E.C.Durgan.(Seal)

Jane.Hart.

Frances L.Durgan.(Seal)

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TERRITORY OF WASHINGTON }  
COUNTY OF CLARKE } ss:

On this tenth day of February,1879 before me,the undersigned Authority personally ~~appeared~~ J.E.C.Durgan and Frances L.Durgan his wife who are personally known to me to be the same persons whose names are subscribed to the foregoing Mortgage Deed, as parties thereto and severally acknowledged the execution <sup>thereof for the uses and purposes</sup> thereof mentioned.

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And I certify that I examined the said Frances L.Durgan wife of the said J.E.C.Durgan,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 household under the laws of Washington Territory and of the effect of signing the said mortgage Deed.

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And she did thereupon acknowledge to me that she did execute the same voluntarily of her own free will and without fear of or coercion from her husband or of any one.

Witness my hand hereto affixed the day and year last aforesaid.

Geo W.Hart.

Justice of the Peace in and for Clarke County,Washington Territory.

Received and Recorded this 13th day of February,A.D.1879,at 10 O'Clock,A.M.

Thomas Moffatt.

Auditor.