

MORTGAGE.

Brendage
ASHER & ~~BRENDAGE~~ TO Z.F. MOODY.

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Know all men by these presents that we John R. Asher, and B. Brendage partners doing business under the firm name of Asher's and Brendage owners of a saw-mill at the mouth of Little White Salmon in the County of Skamania and Territory of Washington and manufacturing lumber. In and for the consideration of the sum of Three Hundred and ninety-seven dollars and ninety-six cents (\$397.96) to us in ^{hand} ~~paid~~ paid by Z.F. Moody, of Dallas City, State of Oregon. The receipt of which is hereby acknowledged have bargained sold and conveyed and delivered and by these presents do bargain sell, convey and deliver unto the said Z.F. Moody - to his heirs and assigns ~~the~~ following described property-to-wit: that certain steam saw Mill known as the Asher and Brendage Steam Saw Mill Located at the Mouth of Little White Salmon in the County of Skamania and Territory of Washington ^{together} ~~with~~ with the machinery Engine Boilers Saws, Sawing apparatus with the tools in and belonging to said saw mill and the property of the said Asher and Brendage aforesaid.

To Have and To Hold the above named and described personal property unto the said Z.F. Moody and his heirs and assigns to his and their use and benefit forever.

Chattel
This Conveyance is intended as a Mortgage to secure the payment of a promissory note bearing date herewith and of which the following is a copy to-wit:-
\$397.96 Dallas Oregon Oct, 16th, 1879.

On or before one date after date without grace for value received we promise to pay Z.F. Moody or order at The Dallas Oregon or option of holder the sum of Three hundred and ninety seven & ~~ninety~~ 96/100 Dollars, U.S. Gold Coin, together with interest thereon in like Gold Coin at the rate of one per cent per ~~month~~ month from date until paid and should action or suit be commenced to recover payment, on, this note or any portion thereof, we promise to pay such additional sum as the Court may adjudge ~~xxxxxx~~ to be paid as Attorneys fees.

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Signed.

Asher and
Brendage.

if ^{said} ~~the~~ ~~firm~~ firm of Asher and Brendage their heirs executors administrators or assigns shall well and truly make payment of the principal and interest of said promissory note according to its terms then these presents shall be void.

But if default be made in the payment of said note or any portion thereof, then the said Z.F. Moody his heirs, executors, administrators or assigns are hereby empowered to sell the property herein above described in the manner prescribed by law or so much thereof as may be necessary to pay the amount due on said note both principal and interest in Gold Coin and out of the money arising from said sale to retain the principal and interest due on said note together with the costs and charges of making such sale and the overplus if any thereof shall be paid by the party making such sale to the said Asher and Brendage to their heirs executors and administrators or assigns.

In Witness Whereof we have hereunto set our hands and seals this the 16th day of October, 1879.

Signed Sealed in the presence of:-

J.B. Condon.

A.W. Allen.

(Seal)
Asher and Brendage (Seal)

STATE OF WASHINGTON }
COUNTY OF WASCO } SS:

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I, John R. Asher being first duly sworn do say upon my oath that I am one of the partners of the firm of Asher and Brendage, who made executed the foregoing ~~XXXXXXXXXX~~ mortgage conveyance to Z.F. Moody that said Mortgage was given by us in good faith to secure the payment of a certain promissory note for the sum of three hundred and ninety seven Dollars and ninety six cents which is an actual bonafide debt due and owing from the said copartnership of Asher and Brendage to Z.F. Moody for a good and valuable consideration that said Mortgage is not given to defraud any of the creditors of the said Asher and Brendage.

Subscribed and sworn to before me on this the 16th day of October, 1879.

John R. Asher:

In Witness Whereof I have hereunto set my hand and Notarial Seal on the day and year first above written in this certificate. J.B. Candon, Notary Public for Oregon.

(Notarial Seal)

Received and Recorded this 17th day of Oct, 1879 at 1 past 10 O'Clock A.M.

Thomas Moffett, Auditor.

THE OREGON RAILWAY AND NAVIGATION COMPANY

TO

THE FARMERS LOAN AND TRUST COMPANY.

THIS INDENTURE WITNESSETH that on the first day of July, in the year of Our Lord one thousand eight hundred and seventy nine, between the Oregon Railway and Navigation Company a body corporate, created and existing under and by virtue of the Acts of the Legislature of the State of Oregon, in that behalf made and provided, party of the first part and the Farmers Loan and Trust Company (of New York) party of the second part, Witnesseth:-

Whereas the said party of the first part is authorized and empowered in and by the Several acts of the Legislature of the State of Oregon, as follows: First; To construct and equip the following railroad and telegraph lines, named: First, -A line along the south side of the Columbia River, between Portland and Umatilla, Second, A line from Umatilla across the Blue Mountains through the Grand Ronde Valley, in a southwesterly direction to a point on the east State line of Oregon towards Boise.

Third, A line from Umatilla to Wallula in Washington Territory. Fourth; A line from Weston, in Washington Territory, southwardly to the point of intersection with the line in Oregon first described; Fifth; From Walla Walla, in Washington Territory, in a northeasterly direction by Dayton to the Snake River; Sixth; From a point on the Snake River, in Washington Territory, near the mouth of the Palouse river, along the valley of the Palouse river, in a northeasterly direction to the head waters of the Spokane river. And to maintain and operate such railroad, Telegraph line and branches carry freight and passengers thereon and receive tolls for same.

Second; To purchase or consolidate with, or lease or operate and maintain on such terms as may be agreed upon, any railroad in Oregon, Washington, Idaho, or Utah, with its or their rolling stock, equipments, or appurtenances, and to complete the same to its ~~authorized~~ authorized ~~terms~~ terms.

Third: To facilitate and assist the construction, building, extension, equipments, and operation of any railroad line, steamship, or steamboat line in Oregon, Washington or Idaho, or Steamship line running from Portland to any other ports on the Pacific Ocean, connecting

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