

Company in the ^{bonds} ~~lands~~ secured by said Mortgage as by said mortgage, will more fully appear. man
 In Witness Whereof, the Oregon Railway and Navigation Company have caused this bond to be signed by its President and attested by its Secretary, and its corporate seal to be hereto annexed this first day of July A.D. one thousand eight hundred and seventy nine.

(Seal)

President.

Secretary.

INTEREST WARRANT.

NO.

\$30.

The Oregon Railway and Navigation Company will pay the bearers in the City of New York at the office of the Farmers Loan and Trust Company, thirty Dollars in United States Gold Coin of the present standard, on the first day of 18 , being six months interest on its first mortgage bond, No. No. Treasurer.

Each of said bonds bears endorsed thereon the following certificate:

This is to certify that the bond is one of the series of six thousand bonds, and no more of the same date, for one thousand dollars, secured by a mortgage therein referred to, numbered from one to six thousand inclusive.

The Farmers Loan and Trust Company.

By.

President.

NOW THEREFORE:

(THIS INDENTURE WITNESSETH: That said party of the first part in consideration of the premises, and in order to secure the due and punctual payment of the principal and interest of said first mortgage bonds, issued and to be issued, doth by these presents grant bargain, sell, convey, transfer and assign, and by these presents has granted, bargained, sold conveyed, transferred and assigned unto the said the Farmers Loan and Trust Company, and its successors or its successors and assigns, as Trustee, all and singular the property real, and personal, and mixed, of the said party of the first part heretofore acquired and owned by it, or hereafter to be acquired and owned by it, and wheresoever situated; and also all and singular, the railroads and telegraph line or lines of the party of the first part, constructed or to be constructed upon or over the lines or routes in its articles of incorporation mentioned and described, and also all the lands, tenements, and hereditaments acquired or appropriated, and which may hereafter be acquired or appropriated, for the purpose of a right of way for said railway, and all the easements and appurtenances thereunto belonging or in anywise appertaining, and all railways, ways and rights of way, depot grounds, tracks, bridges, viaducts, culverts, fences, and other structures, depot Station houses, engine houses, car houses, freight houses, wood houses, warehouses, machine shops, workhouses, shops, superstructure, ^{erections} ~~rectings~~ and fixtures, whether now held or hereafter at any time acquired, for the use of said railway or in connection herewith, or the business thereof; also all locomotives, ^{other} ~~tenders~~ ~~cars~~, and ~~other~~ rolling stocks or equipment, and all rails, ties, chains and machinery, tools, implements, fuel and material whatsoever, for or in respect of the constructing, operating, repairing or replacing said railways, or any part thereof or convenient or necessary for use for the purposes thereof, whether held and owned at the time of the making this mortgage or hereafter acquired by said party of the first part

together with all the equipment or appurtenances whatsoever thereunto belonging, whether now held or hereafter acquired, and all franchises connected with or relating to said railway, or said lines or line of telegraph, or the construction, maintenance or use thereof now held or hereafter acquired by said party, of the first part, and all corporate franchises of any nature relating thereto, including the franchise to be a corporation, and operate said railway (together with all and singular the endowments, income, and advantages, tenements, hereditaments, and appurtenances to the above mentioned lands, railroad premises or property belonging, or in anywise appertaining, and the reversion or reversions, remainder and remainders, toll, income, rents, issues and profits thereof, and also the estate, right, title, interest, property, possession, claim and demand ^{so} whatever, as well in law as in equity, present or prospective, of the said party of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances thereto belonging, and also all its Steamships, steamboats and vessels, together with their tackle, apparel and furniture, boats, anchors, cables, stores, and all other necessities thereunto pertaining and belonging, now owned, possessed or acquired by said party of the first part, and also all the freight, rents, tolls and income thereof, and also all the stock of the Oregon Steamship Company, and of the Oregon Steam Navigation Company, and all the stock of all other corporations mentioned or referred to in the Schedules hereto, annexed, *or which shall hereafter be owned, possessed or acquired* now owned, possessed or acquired by said party of the first part, together with all the incomes, dividends, rights and interests thereunto belonging and also all locks, basins, docks, wharves, slips, superstruction, and fixtures, and all and singular the franchises, rights and privileges now owned, possessed or acquired or which shall hereafter be owned, possessed or acquired by said party of the first part; and also all goods and chattels now owned or which shall hereafter be owned by said party of the first part and in any way relative or pertaining, or belonging, or connected with its business, or used for operating the same, together with all rents, issues, incomes, profits, moneys, rights, benefits and advantages derived, or to be derived, had or received therefrom by said party of the first part in any way whatever (to have and to hold, all and singular the premises, rights, franchises, property, real and personal, herein and hereby assigned, mortgaged, pledged and conveyed or intended so to be and every part and parcel thereof, with all the appurtenances to the same belonging or in anywise appertaining, unto it the said party of the second part hereto, and to its successors and successor, and to its assigns, in trust for the person or persons, firm or firms, bodies politic or corporate, who have heretofore or shall hereafter at any become the purchasers or holders or owners of any or either of said six thousand bonds, amounting in the aggregate to six millions of dollars and no more subject to the terms, proviso and stipulations in said six thousand bonds contained, and subject also to the possession and management of said property of said party of the first part and its successors or assigns so long as no default shall be made in the payment of either interest or principal of said six thousand bonds or upon either of them, and ~~also~~ so long as the party of the first part shall well and truly observe, keep and perform, all and singular, the covenants, agreements, conditions and stipulations in the said six thousand bonds, and in this indenture contained and set forth, and which shall be observed and kept and performed by and on the part of the said party of the first part, and subject also to the covenants, agreements, conditions and stipulations in this indenture contained and set forth...

nam

(And the said party of the first part ~~has~~ covenanted and agreed, and by these presents doth, for itself, its ~~heirs~~ successors and assigns, covenant and agree with the party of the second part hereto, and its successors and successor, in the manner and form following, that it to say:)

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First: That the said party of the first part, and its successors, shall and will pay or cause to be paid, all taxes, charges, rates, levies and assessments, imposed, assessed or levied, or which hereafter may be imposed, assessed or levied upon the premises, franchises and property hereby mortgaged, conveyed and assigned or intended so to be, and shall and will, at its own proper cost, expense and charge, do, or cause to be done all acts and things necessary and proper to be done or performed in order, to preserve and keep valid and intact this lien or incumbrance upon all and singular the aforesaid premises, property and franchises hereby created, or intended so to be and further that the lien or incumbrance created by the execution and delivery of this indenture constitutes and is in fact the first valid lien and incumbrance upon the premises, property and franchises herein described.

Second.: That said party of the first part and its successors, shall and will at anytime, or time hereafter, and from time to time, execute, acknowledge and deliver, under its corporate seal, to the said party of the second part, and its successors or successor such other and farther assurances, deeds, mortgages, obligations, transfers, assignments, bills of sale, indentures and instruments of writing and shall and will do and perform ~~all~~ all

such further and other acts or thing as shall or may be proper or necessary, or as its counsel, learned in the law, shall deem necessary, proper or expedient for the better and more ~~effectively~~ effectively securing the payment of said six thousand bonds and the interest due or to grow due thereon and the sums of money herein required to be paid to the party of the second part, for and on account of the Sinking Fund, as here

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in provided, or for the ~~the~~ carrying into effect the true intent, design, object and purposes of these presents, or making, preserving, ^{continuing} and Keeping valid and effectual ~~the~~ the lien and incumbrance ^{or intended to be created} created by the execution, delivery and recording of this indenture upon all the property, real and personal, railways, steamships, equipments, tackle, apparel and furniture thereof, franchises and effects now owned, possessed or acquired, or which shall hereafter be owned, possessed or acquired by said party of the first part/

(Third: That the said party of the first part shall and will well and truly pay said sums of money in the said semi-annual interest due or to become due thereon, at the rate of six per cent per annum, at the time, and in the manner, and at the place specified therein.)

(Fourth: That the said party of the first part shall and will well and truly pay to the party of the second part, at its office in New York, on the first day of May, one thousand eight hundred and eighty, and on the first days of November and May following, until the maturity or redemption of the said bonds the sum of \$30,000. in gold coin of the United States, of the present Standard, and for a sinking fund: the said money so paid to the said party ^{of the second part} for the said sinking fund, to be applied by the party of the second part, as follows:

^{time to}
 First: From time to the purchase of the bonds secured hereby at a price not to exceed eleven hundred dollars per bond, the bonds so purchased to be forthwith cancelled by the party of the second part, and surrendered to the party of the first part/
 Second: To the payment and redemption of the principal and interest of bonds secured hereby, at par, selected by lot, in such manner as the party of the second part in its discretion may determine, on, upon the first day of January, in each and every year, beginning upon the first day of January, A.D. one thousand eight hundred and eighty one, to the amount of money in the hands of the party of the second part, to the credit of said sinking fund, not applied to the purchase ~~price~~ of said bonds, as above provided the bonds so purchased and redeemed to be forthwith cancelled by the party of the second part, and surrendered to the party of the first part: provided, always, that the payments required to be made by the party of the first part, for and on account of said sinking fund may be made in the bonds secured hereby, at par and accrued interest, and the bonds so paid shall ^{be} forthwith cancelled by the party of the second part ~~of the second part~~ and surrendered to the party of the first part. And it is further covenanted and agreed that the shares of the capital stock of the Oregon Steamship Company and ~~the Oregon Navigation Company and of~~ ^{the Oregon Navigation Company and of} all other the stock in any Corporation whatsoever now owned and acquired or hereafter owned and acquired by the party of the first part, herein assigned, transferred or conveyed to the party of the second part, there shall, at all times, stand in the name of the nominees of the party of the first part not less than twenty of said shares of stock in each and every of said companies. The said nominees to be appointed by the resolution of the Board of Directors of the party of the first part at any regular meeting thereof, and that the party of the second part will and shall, upon the request of the party of the first part, such request to be evidenced by a resolution of the Board of Directors of the party of the first part, make constitute and appoint the nominee or nominees of the party of the first part its proxy, agent and attorney, in its name, place, and stead, to vote upon all and every the shares of stock herein referred to or intended to be described, at all and every the meeting of the stockholders of said companies respectively, or any of them, for all and every purpose whatsoever except for the creation of loans, mortgages or obligations of said ~~companies~~ companies or either of them upon any of the property covered by this indenture provided always, that the creation of any mortgage, loan or obligation by any of the said companies which shall expressly recognize, the priority of the lien created by this indenture shall in nowise be considered or treated to be violation of the covenants, agreements and provisions hereof.
 (And it is further covenanted and agreed that in case the party of the first part shall, at any time for the period of ninety days make default in the payment of the semi-annual interest due, or to become due on either or any of said six thousand bonds or in the semi-annual payments herein ~~required~~ required to be made to said sinking fund, then ~~the~~ after the elapse of said ninety days, the whole principal sum mentioned in each and all of said six thousand bonds, shall at the option of the holders of one-half of them out-

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standing bonds secured hereby, forthwith be and become due and payable, and the lien or incumbrance hereby created for the security and payment thereof may be at once enforced, anything in said bonds or this indenture to the contrary notwithstanding, and that it shall and may be at once enforced, anything in said bonds or this indenture to the contrary notwithstanding, and that it shall and may be lawful, and the said party of the second part, and its ^{Successor or} successors, are hereby expressly authorized and empowered, upon the request ^{in writing}, of the holders of one half of ^{the} then outstanding bonds secured hereby to enter into and upon and to take actual possession of all and singular the ^{franchises} premises, rights, property, real and personal, and effects hereby ^{conveyed, assigned, mortgaged, pledged} granted, conveyed, transferred and set over or ~~intended~~ intended so to be, as a security for the payment of said six thousand bonds, and by its ^{agents} agents, to take, collect and receive the tolls, earnings, income and profits thereof, and every part thereof, or to be derived therefrom, and that it, said party of the second part, its successors, or successor, shall and may proceed, and are hereby expressly authorized and empowered thereupon, but within such reasonable time as it may deem proper not less than sixty days, and upon and after public notice by advertising for at least four weeks in one or more newspapers published in the Cities of San Francisco, Portland and New York, to proceed to well at auction, in the City of Portland, to the highest bidder all and singular the property, real and personal, and premises hereby granted, conveyed, assigned, mortgaged, pledged, transferred and set over, or intended so to be, and all benefit, and equity of redemption whatsoever of said ~~party~~ party of the first part hereto, or, in and to the same, and every part and parcel thereof, together with the benefit of the franchises belonging thereto or connected therewith, and as the attorney or attorneys of said party of the first part hereto, for that purpose by these presents duly appointed and constituted, and ^{the} said party of the second part, and its successors or successor shall have full power and authority to make, execute and deliver to the purchaser or purchasers thereof a good, valid and sufficient deed of conveyance or conveyances, bills of sale or bill of sale, assignment or transfer of all and singular the said property, real and personal, rights and premises hereby granted, assigned, transferred or conveyed as aforesaid, which sale so to be made as aforesaid and which deeds, conveyances, assignments, bills of sale and transfer so to be made and delivered as aforesaid shall operate to convey, assign, transfer and vest in said purchaser or purchasers, all the right, title, interest and estate whatsoever, reversion ^{or} otherwise of the party of the first part, of, in and to the premises so sold, conveyed assigned or transferred, and which said sale so to be made shall be a complete and perpetual bar, both at law and in equity, against the party of the first part, its successors, assigns and all persons or parties claiming by, from or under it or them in any wise or manner whatsoever, and that out of the moneys or proceeds arising therefrom the said tolls, earnings or receipts of said company or the premises or at or from said sale so to be made as aforesaid, after first deducting the expenses, disbursements, costs charges and counsel fees incurred in and about the conducting of said sale or running or operating said company's property, that the said party of the second part, and its successors or successor shall pay the said six thousand bonds or so many thereof as shall by then outstanding and unpaid, together with all the arrears or interest then due or owing upon the same, rendering or paying over the surplus of all such moneys, if any there shall be, to the said party of the first part hereto, its successors or assigns.

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And it is further covenanted and agreed that from time to time, and upon such terms and conditions as shall be agreed on between the parties hereto, the party of the first part may sell, lease or otherwise dispose of such or so much of the property herein and hereby assigned, mortgaged, pledged and conveyed, or intended so to be, as shall be no longer, requisite and necessary for its business, provided always that such terms and conditions upon all and every such sales, leases or other dispositions of such property shall provide for the payment or application of the moneys arising thereon wither to the purchase of the property necessary or proper for the business of the party of the first part, the property so purchased to be subject to all and every the terms, provisions and conditions of this indenture and the lien thereof, or to the purchase, redemption and cancellation of the bonds secured hereby. Page 60

And it is further covenanted and agreed that the said party of the second part, and its successors or successors, in said trust, shall only be accountable for reasonable diligence in the management thereof, and shall not be responsible for the acts of any agent employed by it; when such Agent shall be selected or employed in its discretion. And the said party of the second part, and its successors or successors in said trust, shall be entitled to receive proper compensation for all services performed in the discharge of this trust in case it is compelled to take possession of said premises, or any part thereof.

This Indenture ~~in witness whereof~~ further witnesseth, and these presents are upon the express condition that upon the payment, in full of said six thousand bonds, and interest due thereon, then these presents, and the estate hereby granted, shall cease and be void and the party of the first part shall be immediately and full reinvested with the said premises hereby granted, in law and in fact, without any entry or other act whatever, and that until default shall be made by said party of the first part hereto either in the payment of said six thousand bonds, or in the payment of the interest due or to grow due thereon as aforesaid or in the payment of the moneys herein required to be made to said sinking fund or in keeping and observing any of its covenants and agreements hereinbefore contained. The said party of the first part, and its successors and assigns, shall remain, in the quiet and peaceable possession and enjoyment, of said premises and property hereby granted and conveyed or intended so to be as aforesaid.

In Witness Whereof the Oregon Railway and Navigation Company, party of the first part hereto hath caused these presents to be subscribed by its President and attested by its Secretary, and hath under express authority of the resolution of the Board of Directors, caused its corporate seal to be hereunto affixed, and the said Farmers' Loan and Trust Company, party hereto of the second part for the purpose of signifying the acceptance of the trust herein and hereby created, hath caused these presents to be subscribed by its President and attested by its Secretary, and hath caused its corporate seal to be hereunto affixed this first day of July one thousand eight hundred and seventy-nine. Page 61

The Oregon Railway and Navigation Company.

By, Henry Villard, President.

Attest:

George H. Adams.

Secretary.

(L.S.)

The Farmers Loan and Trust Company.

R.G. Rolston, Pres.

(L.S.)

Attest: Geo. P. Fitch, Secy.

STATE OF NEW YORK

CITY AND COUNTY OF NEW YORK

SS:

Be it remembered that on this 27th day of June, A.D. 1879, before me, Charles Nettleton, a Commissioner of the State of Oregon, in and for the State of New York, residing in said City of New York, personally appeared Henry Villard, the president of the "The Oregon Railway and Navigation Company, and Geo. A. Adams, The Secretary of the same Company, to me respectively known to be such, who being by me severally duly sworn, did depose and say, that he said Henry Villard, resided in the City and State of New York; that he said Geo. A. Adams also resided in the City and State of New York; that he said Henry Villard was the President, and he said Geo. A. Adams, was the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said company, and that they the said Henry Villard, and Geo. A. Adams, signed their names thereto by the like order, as President and Secretary of said Company, respectively, and they each, respectively, further acknowledged the foregoing instrument to be their voluntary free act and deed, and the free and voluntary act and deed of said "The Oregon Railway and Navigation Company", for the uses and purposes therein named.

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(Seal)

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 27th day of June, A.D. 1879.

Charles Nettleton.
Commissioner for Oregon in New York, 117 Broadway, N.Y.
City.

STATE OF NEW YORK.

CITY AND COUNTY OF NEW YORK.

SS:

Be it remembered, that on this 28th day of June, A.D. 1879, before me Charles Nettleton, a Commissioner of the State of Oregon, in and for the State of New York, residing in said City of New York, personally appeared Rosewell Rolston the President of "The Farmers Loan and Trust Company", and George P. Fitch, the secretary of the same company, to me respectively, personally known to be such who being by me severally duly sworn, did depose and say, that he, said Rosewell G. Rolston, resided in the City and State of New York:

That he said George P. Fitch, also resided in said City and State of New York; that he said Rosewell Rolston was the President, and he, said George P. Fitch, was the Secretary of the said Company; that they know the corporate seal of said Company; that the seal affixed to the foregoing instrument is such corporate seal; that it was so affixed thereto by order of the Board of Directors of said Company; and that they, the said Rosewell G. Rolston and George P. Fitch, signed their names there to by the like order as President and Secretary of said Company, respectively, and they each respectively further acknowledged the foregoing instrument to be their voluntary act and deed, and the free and voluntary act and deed of said "The Farmers Loan and Trust Company"

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(Trustees); for the uses and purposes therein named.

In Witness Whereof, I have hereunto set my hand and affixed my official seal this 28th day of June, A.D. 1879.

(Seal)

Charles Nettleton.
Commissioner for Oregon in New York.
117 Broadway, N.Y. City.

SCHEDULE A.

STEAMBOATS.

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Dixie Thompson, Emma Hayward, Bonita, Weljope, ~~Emma~~ ^{Joie} McNeil, Wide West, S.C. Reed, Robt. R. Tompach, Mountain Queen, Annie Faxon, John Gates, Spokane, Almota, Harvest Queen, D.S. Baker, Idaho, Bonanza, Willamette Chief, Champion, Fannie Patton, E.N. Cook, Acklohomah, Orient, Accident, Governor Grover, S.T. Church, McMinville, Alice.

BARKES.

Autocrat, Columbia, Columbia Chief, Vasco, Huntress, 2 wharf boats at Lower Cascades, Wharf Boat at Upper Cascades, 1 wharf boat at Dalles, 1 Wharf Boat at Celilo, 1 wharf boat at Umatilla, 1 Wharf Boat at Wallula, hull of steamer Tenning.

RAILROADS.

Cascade Portage Railroads, in Washington Territory; 6 miles of road bed and track with ^{Sidings} ~~sidings~~, turn table, tanks, inclines, car shops and blacksmith shop complete, and all track material, and tolls for track and bridge repairs, 3 locomotives, 3 passenger cars, 25 '35 box cars, 10 flats, 2 hand cars, 1 rubber car.

Oregon Portage Railroad, 5 miles grading and trestle complete with 1 incline 7 miles telegraph lines, 236 tons, 30 lb. steel rails, 1,850 splice bars, 101 Kgs spikes, 1 flat car, 1 hand car, 10 wheel barrows, picks, shovels and drills and other grading tools, Dalles and Celilo Railroad; 14 1/2 miles of road bed and track and sidings, complete, 2 inclines, freight houses, Celilo Turn Tables, and track tools for repairs of road, 3 locomotives, 27 box cars, 19 platform cars, 2 hand cars, 2 crank cars, 2 working engine cars, 2 passenger cars.

Six-sevenths of the Walla ^{Walla} and Columbia River Railroad, including new steel rails for road, and material for extension, 250 miles telegraph line from Portland to Walla Walla, and telegraph instruments, tables, furniture complete for fifteen offices, with a quantity of cups and battery material on hand.

Property in shops at the Dalles machine shop and office; 1 twenty five ^{horse} power stationary engine, with shifting pulleys and counters; 1 wheel lathe, swing 60 inches, 1 engine lathe, swing 30 inches; 1 engine lathe, swing 23 inches; 1 brass finishing lathe; 1 planing machine, 8 feet by 26 inches; 1 shaping machine, 12 inches stroke; 1 pattern lathe, 20 inches swing; 1 bolt and nut topser; 1 iron frame lathe; 1 vertical drill press; 1 twenty three inch car wheel borer; 1 grindstone; 1 locomotive cylinder boring machine; 1 steamboat cylinder boring machine; 1 cross cut saw frame; all belting for above, pulleys and large assortment taps, drills, vises, clamps, dogs, chisels, reamers, stocks and dies, mandrills, boring bats, punches, wrenches, face plates, chucks, and all other hand tools and fixtures for shops and machinery in running order; 1 blacksmith shop; 6 forges, complete, with fan blowers; 1 bolt heading machine; 1 drift heading tool; 3 vises; 2 sets stocks and dies, and all the hand tools, sledges, tongs, anvils & c., belonging to shops necessary for forging or all kinds, 1 blacksmith shop and hand tools at Celilo; boiler makers tools; 1 forge, complete; 1 flanging block; 1 pair boiler shears, and all small hand tools for boiler making and repairs same; 1 copper shop, with copper and tinsmith tools complete; all of the foregoing.

Old Material and Machinery, 1 portable saw mill; machinery, Steamer mosy Moody; machinery, Steamboat Cabinet; machinery, Steamer Forty-nine; engines of Steamer Hassulid, engine of Steamer ^{Steamer Multnomah and engine of} Dalles; engines of Steamer Akana; boiler, Steamer Tennid; boiler, steamer Yakima; all of the above at the Dalles; 250 tons old iron and machinery in Portland scrap heap. 200 tons old machinery at the Dalles; 3 new steel shafts, 3 new iron shafts; 1 set new engines for Ancon; engine and steam pump, with piping and hose at Celilo; ways for haul-

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ing out Steamers at Celilo; Offices at Astoria, Ainsworth Wharf, Portland, ticket office, Cascades R.R., Willamette route Dalles, Celilo, Wallula, Lewiston; and all of the above equipped with desks, letter presser, safes, stoves, & c. general offices, Portland; 4 revolving desks, 5 large safes; 4 letter presses; 4 stationary cases; 9 desks; 8 presidents' desks; clocks stoves and fixtures incidental to office equipment; ice houses at Cascades; ice house at Dalles; lot extra stage planks, gates, stock pens, powder magazines, &c.

REAL ESTATE.

Land on Oregon side Cascade, Tanned donation claim, 151 7/100 acres; Ruckel donation claim 150--81/100 acres; Olmstead donation claim, 140--39/100 acres; Chipman Donation claim, 312 --48/100 acres; good house and barn on the Chipman claim, Land in Washington Territory at Cascades, all of the Cheacwith claim 635.53/100 acres; Ritz property 134.54/100 acres; Bishop donation claim 320 acres; Bradford donation, 639.78/100 acres; 1/2 of the Hamilton Island, 15 acres; Collins' wood ranche, Skamania County, Washington Territory, 351.21/100 acres, in section 36; T.P.3.N.R.8 east with new wharf, 40 acres of land at the dalles, including steamboat, paint shop and office ground, 40 acres of land 2 1/2 miles from Dalles, on the railroad; 67.27/100 acres land Celilo in Section 16, Township 2 N.R., 15 East; 1 lot and offices at Umatilla; Wallula property, block 5; 200 feet by 220 feet with water frontage, ^{49 5/8 acres in Section 21 near Wallula} 5 acres land in Clatsop County, Or., with wharf called Seaside Landing; lot 2 in block 1 and lots 2 and 3 in block 10, Lewiston, T.T.; Astoria property 16 blocks and 2 large warehouses and water frontage; Portland property, the Northerly, 117. 1/3 feet of the Hard distillery property adjoining the bone yard and fronting on the Willamette River; the Bone Yard tract containing 2 3/10 acres with the "Ainsworth Wharf" and "ways" situated thereon; the Guild claim, containing 10-41/100 acres, section 28, Township 1, at N.R.1 East, situated 1 mile below bone yard, on the Willamette river; and intended for new ship yard; Portland Wharves, 2 large wharves and warehouses between "Pine" and "A" streets, and say 600 feet water frontage on the Willamette River; Salem Property, lots 4, 5, and 6, in block 65 and fractional lot, on the South side Frode Street, and also at the foot of State Street, with 2 wharves and say 400 feet frontage on the Willamette river, Oregon City dry dock, One share more than half the stock in the Willamette Navigation Transportation and Rocks Company Capital one million ^{dollars} ~~dollars~~, subject to a mortgage debt of two hundred and eleven thousand one hundred and fifty dollars.

SCHEDULE "B".

Steamships.

The Steamship or vessel, George W. Miller, of the burden of seventeen hundred and nine and fifty nine hundredths tons, enrolled at the port of Portland, Oregon, in the Office of the Collector of the Customs, on the fifth day of September, 1876, together with their tackle, apparel, furniture, engines and boilers, anchors, chains, bolts, & c.

The Steamship or vessel, City of Chester, ^{of the burden of eleven hundred and six tons} enrolled at the port of Portland, Oregon, in the office of the collector of customs, on the 30th day of March, 1877 together with her ^{anchors} tackle, apparel, furniture, engines and boilers, chains, boats, & c.

The steamship or vessel, Oregon, of the burden or twenty three hundred and thirty five tons, enrolled at the port of New York, in the office of the collector of customs, on the 1st day of February, 1878, together with her tackle, apparel, furniture, engines and boilers, anchors, chains, boats, & c.

REAL ESTATE:

The following described pieces or parcels of land, lying in Multnomah County, Oregon, all of blocks No. 110 and 111 in Couch's Addition to the City of Portland, and a portion of block No. 21 in said Couch's addition to the City of Portland, and all such property as the same is particularly described ~~in the same deed~~ in a certain deed made between the Portland Warehouse & Dock Company and the Oregon Steamship Company, and bearing date the 31st day of May, 1876.

Also a certain lease of dock and wharfage property, ~~located~~ within the city of San Francisco, made by the City of San Francisco to the Oregon Steamship Company.

Contracts.

A certain mail contract owned by the Oregon Steamship Company, and made between the United States Post Office Department and the Oregon Steamship Company, in transmission of mails between San Francisco and Portland, Oregon, for the period from July, 1st, 1878 to December 31st, 1881 at the rate of \$22,000 per annum.

Received for record October 30th, 1879 at 11 O'Clock A.M. and Recorded By.

Thomas Moffett.

Auditor.

MORTGAGE

DAVISON & DENT

to

HOUGHTON & PALMER.

Know all men by these presents that we, Thos G. Davison and Geo. W. Dent partners under the name of Davison & Dent in consideration of the liability incurred by Geo. Houghton and Wm. Palmer of Portland Oregon, as sureties endorsers and bondsmen as hereinafter stated, do hereby sell, transfer, assign and set over unto said Geo Houghton and William Palmer all the following described property to-wit:

That certain Steam Saw Mill building together with the boiler, engine, ~~and~~ double and single saw mill with two pit or saws, double log cant, log hauler and chains two lumber, cars, and all the apparatus tools machinery and fixtures of every nature pertaining to said saw mill or upon the premises whereas the same is situated, to-wit: -lot one (1) in Section Thirty two (32) Township Three (3) North Range Eight (8) East in Skamania County Washington Territory, together with all the buildings situate on said lot consisting of office and Warehouse and Cook and bunk house and all tracks and trainways situate thereon or belonging to or connected with said mill also all boom chains, logging chains, coupling chains, and all cook stoves ranges, cooking utensils dishes and furniture in or about any and all of said buildings.

Also all the cooking stoves ranges cooking utensils machinery tools chains and implements, dishes and furniture situate at the following named logging camp, to-wit:-at the "Wind Mountain Camp" at the base of Wind Mountain about three miles above said mill and at the "Salmon River Camp," about 1½ miles from the Columbia River on the East side of White Salmon River all in said Territory or Washington. To have and to hold the same to said Woughton and Palmer and to their heirs and assigns forever.

This bill of sale is intended as a Mortgage to secure ~~the~~ said Houghton and Palmer against loss and damage by reason of their endorsement for and becoming surety for the said Davison and Dent, as follows to Ferry & White of Portland Oregon upon a note for \$1000 and interest due on the 7th day of June 1880 to ^{member of} the Portland Oregon, upon a note for \$272.75/100 and interest due on the 29th day of ^{July} ~~May~~, 1880, to ^{and} ~~member of~~ ^{member of} Portland Oregon, upon a