Now Therefore, if the said promissory note principal and interest shall be paid an Maturity, according tomthe terms thereof, this Indenture shall be void, but in case desault shall be made in the payment of the principal or interest as above provided them the party of the second part his executors, administrators and assigns are hereby empowered to sell the premises above described, with all and every of the appurtenances or any part thereof on the manner prescribed by law, and out or the monest arising from such sale, to retain the said principal and interest, togetherwith the costs and charges of making such sale; and the surplus if any there be, shall be paid the party making such sale, on demand, to the party of the first partials heirs, executors and administrators, doth covenant and agree to pay unto the said party of the second part, his executors administrators, or assigns, the said sum of money as above mantioned.

In Witness Whereof, I have hereunto set my hand and seal, the day and year first above written.

Executed & Signed in Fresence of.

Thos N. Strong.

D.P.Kennedy.

Geo.Miller (Seal)

STATE OF OREGON SS:

This Certifies, That on this 25 th day of June, 1880, before me, the undersigned a commissioner of Deeds of Washington Territory in and for the said County and State personally appeared the within named George Miller who is known to me to be the identical person described in, andwho executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein mentioned. In Witness Whereof, I have hereunto set my hand and official seal the day and year last above written.

Thos N.Strong.

Commissioner of Deeds of Washington Territory in

(Commissioners Seal)

the State or Oregon.

Received and Recorded August the 16th at 9 0 Cluck A.M.

of range five (5) Hasr, containing one hundred and twenty acres.

Thos Moffett, Auditor,

(Cancelled by Authority on pages 279.280 of Book "C" or records of deeds of Skamania)

F. FOSTER

C J.A.A.BULL.

ThisIndenture, Made this 19th day or August in the year of our Lord, one thousand eight hundred and eighty. Between I noer Foster of Skamania County, Wasnington Territory of the first part, and J.A.A. Bull of same County and Territory of the second part. Witnesseth: That the party of the first part flor and in consideration or the sum of of Two Hundred and Firty Dollars to me in hand paid, the receipt whereof is hereby acknowledged, have bargained, sold aliened, released, conveyed, and confirmed, and by these presents do bargain, sell alient release, convey and confirm, unto the said party of the second part, his heirs and assigned Torever and the following described land lying and being in said Skamania County, Washington Territory and more particularly described as follows to-wit: Eeing the West half of the south fast quarter and the South east quarteref the Southwest quarter or Section Thirty four (34) in Township Two (2) North

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Together with the tenements, hereditaments and, appurtenances thereunto belonging, or in anywise appertaining; and akto all the estate, right, title and interest or the said party of the first part, of, in and to the same.

TO HAVE AND TO HOLD, the hereinbefore granted, bargained and described premises, with the appurtenances unto the said party of the second part, his heirs and assigns, to his and their own use, and benefit and behoof forever. This conveyance is intended as allorigage to secure the payment of the sum of Two hundred and Fifty (\$250.00) Dollars, in accordands with the tenor of a certain promissory note of which the following is substantially a true copy to-wit:-

' Caucades.

Tkamania County. Territory of Washington. August 19th, 1880.

Three years after date for value received I promise to pay to J.A.Bull the sum of Two Hundred and fifty dollars in U.S.Coin to be paid at the Lower Cascades W.T. also interest at the rate or one per cent per month payable also at Cascades W.T. interest payable yearly.

(CANCELLED)

Fenner Foster.

Now Therefore, if the said promissory note principal and interest, shall be paid at maturity according to the terms thereof, this Indenture shall be void but in case default shall be made in the payment of the principal or interest as above provided then the party of the second part his executors, administrators and assigns, are hereby empowered to foreclose this Mortgage in the manner prescribed by law.

Andthe said Fenner Foster higheirs, executors and admir.istrators, doth covenant and agree to pay unto the said party of the second part, his executors, administrators, pr assigns, the said sum of money as above mentioned.

In Witness Whereof, I have hereunto set my hand and seal the day and year first above written.

Signed, Sealed and delivered in presence of:

Thes Moffett.

G. R. Morse.

Fenner Foster. (Seal)

TERRITCRY OF WASHINGTON SKANATIA COUNTY

This Certifies, that on this 19th day of August, A.D. 1880, perore me, the undersigned, A Notary Public in and for the said County and Ter.personably appeared the within named Fenner Foster who is known to me to be the identical person described in cecuted thewithin instrument and and who/acknowledged to me that he executed the same treely and voluntarily for the uses and proposes therein mentioned.

In Testimony Whereof I have herento set my hand and Notarial Seal the day ThosoRegist. and year last above written.

(Notary's Seal)

Notary Public.

Received for record August the 19th 1880 and recorded at 12 O'Clock M .

Thos Morrett.
Auditor. Can of leet by althouty Many in ... To sook a of sures of the amount carre. T. Miseast that following 20 . 319

C DEEDS nam PG 229

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