

said notes or any of them, or any part or any of them, that may be then unpaid, together with the costs and expenses of such foreclosure, and sale. The surplus of the proceeds of such sale, if any there be, to be paid over to the said A.C. Phelps and Levi Estes, their executors administrators or assigns.

In Witness Whereof we have hereunto set our hands and seals, this the 11th day of November, A.D. 1880.

A.C. Phelps. (Seal)

Levi Estes. (Seal)

Pierce Mays. }
W. Lair Hill. } Witnesses.

STATE OF OREGON }
COUNTY OF WASCO } SS:

Before me a Notary Public of the State and County aforesaid, personally appeared the above named A.C. Phelps and Levi Estes, to me known to be the individuals described in, and who executed the foregoing conveyance and the said A.C. Phelps and Levi Estes each for himself acknowledged that he executed the same.

In Witness Whereof, I have set my hand hereunto, and seal, this 11th day of November, A.D. 1880.

(Notarial Seal)

Pierce Mays.
Notary Public Oregon.

Received and Recorded Nov. 13th, 1880 at 1 past 12 O'Clock M.

Thos Moffett.

Auditor.

MORTGAGE.

From.

J.M.G. Kallick. to J.N. Fisher

This Indenture made the 14th day of February A.D. 1881 between J.M.G. Kallick, party of the first part and J.N. Fisher, party of the second part.

Witnesseth: That the party of the first part, for and in consideration of Five Hundred Dollars, Gold Coin, the receipt whereof is hereby acknowledged, has bargained, and sold and does hereby convey unto the party of the second part, the following described, real property, situated in the County of Skamania, and Territory of Washington. To-wit: One acre of Land, where the ice house of the party of the first part is located, and upon which it is situate on Castle Rock Slough, two miles from Lower Cascades, in said County and Territory, together with the Ice house buildings and improvements on said lands.

To Have and To Hold the said premises and appurtenances to the party of the second part, his heirs and assigns forever; And the party of the first part, covenants, that he is the owner of a Twenty five Year in said lands. Nevertheless, this Conveyance is intended to be a Mortgage upon the premises described, to secure the payment of a promissory note, held by the party of the second part of which here follows a copy to-wit:-

Page
82.

nam.

nam

\$500.

Portland, Oregon, February, 14th, 1881.

On the first day of August next, after date, with out grace, I promise to pay, J.N. Fisher, or order, Five Hundred Dollars in United States Gold Coin, with interest thereon, from date until paid in like coin, at the rate of one per cent per month payable, principal and interest payable at the office of the Bank of British Columbia, for value received.

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Sd. J.M.G. Kallich.

nam

And the payment of said notes, shall render void this conveyance, but in case default is made in the payment of the principal, or interest in said note expressed where either principal or interest shall become due, then the whole sum both principal and interest accrued at time default is made, shall become due and payable, and the party of the second part may foreclose this mortgage at any time thereafter. And the party of the first part covenants to pay the sum and interest named in said note; And it is further agreed expressly between the parties to this Mortgage, that if the party of the second part is compelled to foreclose this Mortgage by reason of the non payment of said notes or any portion thereof, then in addition to the sum found due at the time of such foreclosure, he shall be entitled to recover a compensation for the trouble, and expense resulting from such foreclosure. Fifty Dollars in addition to costs and disbursements allowed by the code of civil procedure, and the court making the decree of foreclosure is authorized to include in such decree the sum aforesaid upon the demand of the Plaintiff in such foreclosure suit. In Witness Whereof, I have hereunto set my hand, and seal this 14th day of February, A.D. 1881.

SATISFIED
10-23-1882

Executed in presence of us as Witnesses.

J.M.G. Kallich. (Seal)

B. Killin.

(Presented for record Feb. 15, 1881 at 1 O'Clock and
(Recorded Feb. 16th, at 2 O'Clock P.M.

nam

Alfred Y. Scarr Jr.

(J.E. Andrews. Sr. Auditor.

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STATE OF OREGON }
COUNTY OF MULTNOMAH } SS:

Be it remembered that on this 14th day of February 1881 before me, the undersigned, a Notary Public in and for said County and I, personally appeared the within named J.M.G. Kallich who is known to me to be the identical person described in, and who executed the within instrument, and acknowledged to me that he executed the same.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

(Notarial Seal)

Scarr
A.F. Scarr Jr.
Notary Public, in and for the State
of Oregon.

Red

Presented for Record February, 15, 1881, at 10 O'Clock P.M. and Recorded Feb. 16th, 1881 at 2 O'Clock P.M.

J.E. Andrews, Sr.

Auditor.

By ~~written~~ written authority of J.N. Fisher, I hereby cancell the above Mortgage this the 23rd day of October, A.D. 1882.

John E. Andrews Sr.

County Auditor. (Seal)