

MORTGAGE OF FURTHER ASSURANCE.

OF

THE OREGON RAILWAY AND NAVIGATION COMPANY.

TO

THE FARMERS LOAN AND TRUST COMPANY.

This Indenture made this first day of September, in the year of our Lord one thousand eight hundred and eighty between the Oregon Railway and Navigation Company, a body corporate, created and existing under and by virtue of the Acts of 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 its articles of Incorporation, and in and by the several Acts of Legislature of the said State of Oregon, as follows:

First: To construct and equip the following railroad and telegraph lines, namely, 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 southeasterly direction to a point on the east State line of ~~Oregon~~ toward Boise City. 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 railroads telegraph lines and branches, carry freight and passengers thereon and receive tolls for same.

Second: (Cancelled by satisfaction recorded page 361 Book G Of Mtgs. Sept. 1, 1906.

A. Fleischauer, CO. Auditor.

To purchase or consolidate, 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 terminals.

Third:

To facilitate and assist the construction, building, extension, equipment and operation of any railroad line, steamship line, or steamboat line, in Oregon, Washington or Idaho, or Steamship line running from Portland to any other ports on the Pacific Ocean, connecting or intending to connect or exchange traffic with the railroads of this corporation and for such purpose to subscribe for or purchase the stocks or bonds of any such company, to guarantee or otherwise secure the payment of any such bonds or the interest thereon by pledge or mortgage of the property of this corporation or any part thereof or otherwise and to consolidate with, or to lease or contract for the operation and maintenance of any and all such railroads, steamship, or steamboats companies and to obtain from Congress or the Legislatures of Washington, Idaho and Utah Territories, the necessary Charters or other legislative authorities for the extension of the railroads of this company into said States and Territories or for the carrying out of any other of the objects herein specified.

Fourth:

To build, purchase and own and run steamships between the ports of Portland, Astoria, Victoria, Sitka, San Francisco or any other ports in the North Pacific Ocean and Steamboats on the Columbia, Willamette and Snake rivers, and also docks, piers, warehouses, locks, ferry

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Boats, stages and other means of transportation in connection with the railroads, steamships and steamboats above mentioned.

Fifth:

To purchase or acquire lands or lots, whether adjacent or contiguous to its railroads, docks or warehouses or not, and to hold, possess, improve, lease, sell mortgage or otherwise, dispose of such lands in such manner as may be deemed fit: Page 87

Sixth:

To borrow money on bonds, notes or otherwise for the general purposes of the corporation, and to mortgage its railroads, steamships, steamboats, franchises, rolling stock and any and all other property, to secure the payment thereof.

Seventh:

To do all other things necessary or proper for the accomplishing of the objects above specified.

And Whereas, for the purposes hereinbefore described the Board of Directors of said Oregon Railway and Navigation Company party hereto of the first part, did, at a meeting of said Board of Directors, duly and legally called and held at the office of the Company at the City of Portland, in the State of Oregon, on the 19th day of June, in the year of Our Lord one thousand, eight hundred and seventy-nine, resolve in substance and in legal effect, that said Oregon Railway and Navigation Company make, execute, issue and deliver, under its corporate seal its certain six thousand bonds for one thousand dollars each, numbered, consecutively from one to six thousand, bearing date the first day of July, A.D. 1879, severally payable to the Farmers Loan and Trust Company (of New York) or bearer, in gold coin of the United States of the present standard, at the banking house of the Farmers Loan and Trust Company, in the City of New York, on the first day of July, one thousand nine hundred and nine, with interest from ~~and~~ after the first day of July, one thousand eight hundred and seventy-nine, at ~~the~~ the rate of six per cent per annum, payable, in like gold coin at the same place, semi-annually, upon the first days of January and July, then next ensuing. nam.

And Whereas said Board of Directors did at said meeting further resolve, under and pursuant to lawful authority conferred upon said party of the first part by its articles of incorporation and the Acts aforesaid, in substance and legal effect, that the President and Secretary of said party of the first part, execute and acknowledge in its name and ~~in~~ ^{its} behalf, and under its corporate seal and deliver to said party of the second part hereto a mortgage or deed of trust, conveying, assigning and transferring, to the said corporate property, both real and personal, as security for the payment of said six thousand bonds and the interest accrue thereon, and for the purpose of creating a sinking fund and to secure the payment of the sums therein provided to be paid to said sinking fund, and that certain mortgage or deed of trust and the said six thousand bonds secured thereby should be severally dated the first day of July, one thousand eight hundred and seventy-nine, And Whereas said party of the first part had, prior to said 19th day of June, one thousand eight hundred and seventy-nine, acquired and then owned not less than forty thousand three hundred and twenty-one shares ^{of the fifty thousand shares} of the capital stock of the Oregon Steam Navigation Company, a corporation then duly authorized, organized and existing under and by virtue of nam.

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the Acts of the Legislature of the State of Oregon, in that behalf made and provided. And Whereas said party of the first part had prior to said date, also acquired and then owned all and every the shares of stock of the Oregon Steamship Company a corporation duly incorporated and organized under the laws of the State of Oregon.

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And Whereas said mortgage bonds six thousand in number, numbered from one to six thousand, inclusive, for one thousand dollars each together with interest warrants attached thereto were, in pursuance of said resolutions, duly issued by said party of the first part, and are in the following form:

nam.

UNITED STATES OF AMERICA.

STATE OF OREGON.

OREGON RAILWAY AND NAVIGATION COMPANY.

FIRST MORTGAGE BOND.

WHOLE ISSUE, \$6,000,000.

No.

\$1000.

Know all men by these presents: That the Oregon Railway and Navigation Company, a body corporate created under and pursuant to the laws of the State of Oregon, hereby acknowledges itself indebted and bound to the Farmers' Loan and Trust Company, (of New York) or bearer, in the sum of One thousand dollars, gold coin of the United States of the present Standard, which sum the Oregon Railway and Navigation Company hereby promises to pay at the Banking House of the Farmers Loan and Trust Company in the City of New York State of New York, to said Farmers Loan and Trust Company, or bearer on the first day of July, one thousand nine hundred and nine, with interest from and after the first day of July, one thousand eight hundred and seventy-nine, at the rate of six per cent per annum, in like Gold Coin, on presentation and surrender of the annexed interest warrants.

This bond is one of a series of Six thousand of even date herewith for one thousand dollars each, numbered one to six thousand, both inclusive, amounting in the aggregate to Six Millions of dollars, the payment of which is secured by a Mortgage of even date herewith, made by said Company to the Farmers' Loan and Trust Company and duly recorded pursuant to the laws of the State of Oregon upon all and every the property real and personal of said Company now owned or acquired, or hereafter to be owned or acquired by it as by reference to said Mortgage or deed of trust will more fully appear.

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But no such bond is valid until certified by the said Farmers' Loan and Trust Company to be one of the bonds secured by said mortgage.

The payment of the principal and interest of this and all other of the said bonds is further secured by the terms of said mortgage by a sinking fund to be created in the hands of the said Farmers' Loan and Trust Company for the payment thereof, the said Oregon Railway and Navigation Company, having obligated itself to pay semi-annually upon the first day of May and November in each and every year hereafter, beginning upon the first day of May, A.D. one thousand eight hundred and eighty, the sum of thirty thousand dollars in like Gold Coin, the said sinking fund to be invested by said Farmers' Loan and Trust Company in the bonds secured by said mortgage, as by said mortgage will more fully appear.

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.

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No.

\$30.00

The Oregon Railway and Navigation Company will pay the bearer, 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 value, on the first day of , 18 , being six months' interest on its first Mortgage bonds, No. nam.

No.

Treasurer.

Each of said bonds bears endorsed thereon the following certificate:

This is to certify that this bond is one of a 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.

And Whereas, in pursuance of said resolutions and in order to secure the due and punctual payment of the principal and interest of said first mortgage bonds so authorized to be issued, the said, Oregon Railway and Navigation Company, party of the first part hereto, heretofore executed to the said Farmers' Loan and Trust Company, as Trustee, an indenture of Mortgage or deed of trust bearing date July, first, A.D. 1879, by which it, said Oregon Railway and Navigation Company, granted, bargained, sold, conveyed, transferred and assigned unto the said Farmers' Loan and Trust Company its successors and assigns, as trustee, all and singular the property, real, personal and mixed, of the said party of the first part theretofore acquired and owned by it or thereafter 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 then 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 theretofore be acquired or appropriated and which might thereafter be acquired or appropriated for the purpose of a right of way for said railways and all the easements, appurtenances thereunto belonging or in anywise appertaining, and all railways and rights of way, depot grounds, tracks, bridges, ~~viaducts~~ culverts, nam fences and other structures, depots, station houses, engine houses, car houses, freight houses, wood houses, warehouses, machine shops, workshops, super structures, erectures and fixtures, whether then held or thereafter at any time required for the use of said railways or in connection therewith or the business thereof; also all locomotives, tenders, cars and other rolling stock or equipment, and all rails, ties, chains and machinery, tools, implements fuel, and materials whatsoever, for or in, the respect of the constructing, operating repair, nam ing 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 of said mortgage or thereafter acquired by said party of the first part, together with all the equipments or appurtenances whatsoever thereunto belonging, whether then held or thereafter acquired, and all franchises connected with or relating to, said railways or said line or lines of telegraph, or the construction, maintenance or use thereof then held or thereafter acquired by said party of the first part, and ~~all corporate franchises~~ ^{franchises, as may from time to time be granted} to be a corporation, nam and operate said railways, together with all and singular the endowments, income and advantages, tenements, hereditaments and appurtenances to the above mentioned lands, railroads

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premises or property belonging or in anywise appertaining, and the reversion or reversions, remainder and remainders, tolls, income, rents, issues and profits thereof, and also all the estate, right, title, ~~and~~ interest, property, possession, claim, and demand whatsoever, 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 thereunto belonging *nam.* and also all its steamships, steamboats and vessels, together with their tackle apparel and furniture, boats, anchors, cable ~~stores~~, *thereunto pertaining and belonging then owned* and all other necessaries, *7. a. m.* possessed or acquired, or which should thereafter be 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 said Oregon Steamship Company and of the Oregon Steam Navigation Company, and all the stock of all the other corporations mentioned or referred to in the schedules annexed to said mortgage then owned, possessed or acquired by said party of the first part or which should be thereafter owned, possessed or acquired by said party of the first part, together with all the income, dividends, rights and interests thereunto belonging, and also all the locks, basins, docks, wharves, slips, superstructures erections and fixtures, and all and singular the franchises, rights and privileges then owned, possessed or acquired or which should thereafter be owned, possessed or acquired by said party of the first part, and also all goods and chattels then owned or which should hereafter be owned by said party of the first part ~~and in way relating or pertaining or belonging or connected~~ *nam.* with its business or used for operating the same, together with ~~its business or used for operating the same, together with~~ all rents, issues, incomes, profits, moneys, rights, benefits and advantages, *Page 94* 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 said premises rights, franchises, property, real and personal therein and thereby 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 unto said party of the second part thereto, 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 had ~~to~~ heretofore or should thereafter at any time become the purchaser or holders or owners or 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~~ *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 should be made in the payment of either interest or principal of said six thousand bonds, or upon either of them, and 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 said indenture contained and set forth to be observed and kept and performed by and on the part of the said party of the first party thereto, and subject also *stipulations in said indenture contained and* to the covenants, agreements, conditions and set forth, which indenture is recorded or Mortgages of Multnomah County, State of Oregon, at pages 373 to 385 of Book R" in the Record of Mortgages for Marion County, State of Oregon, at pages 544 to

State of Oregon.

558 of Book No. 10; in the Record of Mortgages of Clatsop County, State of Oregon, at Pages 215 to 231 of Book "I" in the Record of Mortgages of Clatsop County, State of Oregon, at pages 706 to 720 of Book "E", in the Record of Mortgages of Wasco County, State of Oregon, at pages 516 to 530 of Book "C", in the Record of Mortgages of Umatilla County, State of Oregon, at pages 806 to 820 of Book "B" and also in Record of Mortgages of Walla Walla County, Washington Territory, at pages 143 et seq. of Book "H"; and in the Record of Mortgages of Skamania County, Washington Territory, at pages 44 to 69 of Book No. 1. and which indenture is hereby referred to and made a part hereof.

And whereas, among other things, said party of the first part to said indenture (and party of the first part hereto) covenanted in said indenture as follows:

Second. The said party of the first part and its successors, shall and will at any times 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 further assurances, deeds, mortgages, obligations, transfers, assignments, bills of sale, indentures, and instruments in writing, and shall and will do and perform all such further and other acts or things, 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 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 herein provided, or for the carrying into effect the true intent, design, object and purposes of these presents, or making, preserving, continuing and keeping valid and effectual, the lien and incumbrances created or intended to be 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. And Whereas, since the execution of said indenture and on or about the 26th day of February A.D. 1880, said Oregon Steamship Company duly sold, conveyed, assigned and transferred to said Oregon Railway and Navigation Company, party of the first part hereto, all the property, real, personal and mixed, then owned by the said Oregon Steamship Company. And Whereas, on or about the 31st day of March, A.D. 1880, said Oregon Steam Navigation Company sold, conveyed, assigned and transferred to said Oregon Railway and Navigation Company party of the first part hereto, all the property real, personal and mixed then owned by said Oregon Railway and Navigation Company, ^{and the said Oregon Railway and Navigation Company} is now the owner of all said property, subject to said indenture of mortgage or deed of trust of July 31st 1879. And Whereas, the said Farmer's Loan and Trust Company, party of the first part a further assurance of the premises and property hereinafter described, for the more effectually securing the payment of the principal and interest of said first mortgage bonds, now therefore.

This Indenture Witnesseth, That the said party of the first part, in consideration of the premises as a further assurance of the premises and property hereinafter described, to secure the due and punctual payment of the principal and interest of said first mortgage bonds, issued by the party of the first part as aforesaid, doth by these presents, grant, bargain, sell, convey, transfer and assign, and by these presents has granted, bargained, sold, conveyed confirmed, transferred and assigned unto the said Farmers' Loan and Trust Company, and its successor, or successors and assigns, as Trustee.

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Firstly.-All and singular those parcels or tracts of land, situated in Multnomah County, in the State of Oregon described as follows to-wit:-

1. All and singular those pieces or parcels of land, situate, lying and being in the City of Portland, said County and State, consisting the docks, warehouse, land and appurtenances, ~~land and appurtenances~~ formerly belonging to the Company, called the Portland Warehouse and Dock Company, and more particularly bounded and described as follows, to-wit:- All the blocks, one hundred and ten (110) and one hundred and eleven (111), in Couch's addition to the City of Portland and all Block twenty-one (21) in said Couch's addition to the City of Portland, except in so much as is described as follows: Commencing at southwest corner thereof and running thence northerly along the east line or north Front Street, seventy five (75) feet; thence easterly and at right angles to the ~~east~~ ^{boundary} line of North Front street seventy five (75) feet; thence southerly and parallel with the east boundary line of North Front Street to the intersection of said block number twentyone (21); thence to the place of beginning, as shown designated and described upon the maps and plates of said City of Portland; and excepting such interest in any portion of said blocks of land as May have been conveyed by the Portland Warehouse and Dock Company to the Oregon Central Railroad Company, ^{by deed dated the 14th Fourth December, one} thousand eight hundred and seventy-five, and recorded at page ~~at~~ 289, Book No. 28, of the Records of Deeds for Multnomah County, and excepting also therefrom the following parcel or land; Commencing at the point of intersection of south boundary line of the Block in Couch's addition to the City of Portland, Known as the "Distillery Block" and the east boundary line of North Front Street; thence south forty degrees and sixteen minutes ($40^{\circ} 16'$), east along said boundary line of North Front Street to the northwest corner of lands deeded by Portland Warehouse and Dock Company to Oregon Central railroad Company, by deed dated December 24th, 1875, recorded page 289 Book No. 28, Record of Deeds for Multnomah County; thence easterly along the north line of lands conveyed by said deed to the river bank; thence northwesterly along the river bank to the intersection with boundary line between block one hundred and eleven (111), and Desallery Block; thence along said boundary line in a southwesterly direction to the place of beginning, together with all and singular the improvements thereon situated and the appurtenances (2), All that parcel or tract of Land situated in the City of Portland, County and State aforesaid described as follows: Beginning at a point on the bank of the Willamette River sixty (60) feet distant from the southeast corner of Block No. twenty-seven (27) in said City of Portland and in an easterly direction from said corner-said point being in and upon an extension of the north line of Pine Street of said City to said Willamette River, running thence in a northerly direction and parallel with the west line of Front Street, two hundred (200) feet; thence in an easterly direction and at right angles with said last described line to low water mark of said Willamette river; thence in a southerly direction ^{the low water mark of said river to a point intersecting} and following the line of continuation or extension to the place of beginning, excepting ^{of Pine Street aforesaid; thence in a westerly direction upon said line of extension} therefrom and reserving from the effect of this conveyance all and singular that certain portion thereof heretofore conveyed by the Oregon Steam Navigation Company, by two deeds of conveyance, the first of which was executed on the 21st day of November, A.D. 1865, by said Oregon Steam Navigation Company to S. G. Reed and others and is recorded at length at page 515, of book "E" of Records of deeds of said Multnomah County, Oregon, and the other of said deeds was by said Oregon Steam Navigation Company executed to R. R. Thompson on the 15th day of April, 1870, and is recorded at length, at page 384 of Book "N" of the records aforesaid; and the portion so conveyed and hereby excepted from said tract being bounded

and described as follows: Commencing at a point where the northerly line of Pine Street extended intersects the easterly line of Front Street; thence northerly along the easterly line of Front Street two hundred (200) feet to the southerly line of Ash Street, extended easterly; thence Easterly along said southerly line of Ash Street extended ninety (90) feet; thence southerly on a line parallel with said east line of Front Street, seventy eight (78) feet; thence at right angles easterly and on a ~~line~~ ^{line} parallel with said extension of said south line of Ash Street five (5) feet; thence southerly and on a line parallel with said east line of Front Street forty four (44) feet; thence westerly and on a line parallel with the said southerly line of Ash Street extended five (5) feet; thence southerly on a ~~line~~ ^{line} parallel with said east line of Front Street seventy-eight (78) feet to a point opposite the place of beginning; being also in the said north line of such easterly extension of said Pine Street; thence westerly tracing said north line of extension of said Pine Street ninety (90) feet to the place of beginning, together with the right of ~~passage~~ ^{passage way} way opposite the foot of Ash Street granted and conveyed to the said Oregon Steam Navigation Company by Alex P. Ankeny by deed, dated August 26th, 1864.

and recorded at page 265 of Book No. 1. Miscellaneous Records of Multnomah County Oregon.

And Also all and singular ~~the~~ that other parcel or land situated in the City County and State aforesaid and adjoining the above described tract conveyed by Benjamin Stark and

wife, and Alex P. Ankeny to the said Oregon Steam Navigation Company on the 28th day of August, A.D. 1865, by deed of that date, ~~on the 28th day of August, A.D. 1865, by deed of that date~~ ^{recorded at book 494 of book 7} ~~xxxxxx~~ Records

of deeds of Multnomah County, State of Oregon, and bound and described as follows, to-wit: Commencing on the northern boundary line of Lot, Block or tract of land above described, which was on the 6th day of August, 1861, conveyed by Benjamin Stark and wife to the said Oregon Steam Navigation Company at a point in said Northern Boundary line which by Ash Street Continued easterly is eighty (80) feet and six (6) inches from the eastern Boundary line of Front Street; thence at right angles with said Ash Street, northerly sixty (60) feet to the northerly line of said Street, continued; thence by a line parallel with said Front Street, as now occupied, and eighty (80) feet distant, ~~as now occupied~~ ^{and eighty (80) feet distant therefrom}; about three hundred and fifty (350) feet to the northern boundary line of said Stark's Donation Claim; thence easterly by said northern boundary line ~~xxxxxx~~ to the northeast corner of said claim in low water in the Willamette river; thence southerly along the easterly boundary line of said Stark claim to the northern boundary of the tract or lot of land above described and conveyed as aforesaid by said Stark and wife to the said Oregon Steam Navigation Company, on the 6th day of August, A.D. 1861; thence along said boundary line westwardly to the place of beginning, subject only to the right of passing goods across said premises ~~xxx~~ as reserved in the deed therefor of said premises, as reserved in the deed therefor of said Benjamin Stark and wife and Alex P. Ankeny above referred to; and also all the ~~lands~~ land in front of said parcel of land, and all the wharfing and riparian rights appurtenant thereto.

3. Also all and singular that piece or parcel of land which is part of what is known as Couch's Addition to the City of Portland, in said County and State, bounded thus: Beginning at the Northwest corner of what is known as the "Starr Distillery Lot" at an iron monument; thence north $47^{\circ}23'$, west five hundred (500) feet to an iron monument, which is the north west corner of the tract of land hereby described, witness a white oak tree 36 inches in diameter, north $25^{\circ}30'$, west 10.8 feet; thence North $42^{\circ}37'$, east two hundred and eighteen (218) feet to low water line of the Willamette River; thence up said river by its low

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water line to a point opposite the place of beginning; thence South $47^{\circ} 13'$ west one hundred and eighty seven (187) feet to the place of beginning, containing two and three-tenths (2.3) acres more or less, and being the same lands conveyed by John H. Couch and others to the Oregon Steam Navigation Company by deed, dated October 13th, 1864, and recorded on page 493 of Book E Records of Deeds of Multnomah County, Oregon, And also that other tract of land situated in the County and State aforesaid, and being also a part of said Couch's Addition to the City of Portland, known and designated as the "Starr Distillery Lot" above referred to being the same tract of land conveyed by John H. Couch and wife and Thomas Hartness and Wife to Addison M. and Lewis M. Starr by deed dated August 3rd 1863, and recorded at length at page 626 of Book "D" Records of deeds of the County and State aforesaid, and bounded and described, as follows, to-wit:

- Beginning at a point in the southwest corner of the tract hereby conveyed from which a white oak tree, eighteen inches in diameter bears north 60° , east fifty and $6/10$ (506/10) feet; thence north $42^{\circ} 47'$ west two hundred and forty (240) feet to a post at the northwest corner, witness a white oak tree thirty inches in diameter, north $83^{\circ} 24'$ east thirty three and $9/10$ (33 $9/10$) feet; thence north $47^{\circ} 13'$ east about one hundred and eighty (180) feet to low water line of the Willamett river on the bank thereof; thence by the meanders of said river up stream to a point, bearing north $47^{\circ} 13'$, east from the point of beginning; thence south $47^{\circ} 13'$ west about one hundred and fifty, (150) feet more or less to the place of beginning, containing about thirty nine thousand six hundred (39,600) square feet 4. Page 102
- And also the following described tract of land situated in said Multnomah County, State of Oregon, in section twenty eight (28) of Township one (1) north of Range one (1) east of the Willamette Meridian, being a part of the Donation Land Claim of Peter Guild, late of said County, deceased, and more particularly described as part of Lots "A" and "B" as shown on a plat of a survey in a certain decree of partition among the heirs of Peter Guild, deceased, made and rendered in the Circuit Court of the State of Oregon, for the County of Multnomah, on the 28th day of February A. D. 1873, which decree is entered of record on page 640 of Journal No. 8 of said County, bounded as follows: Beginning at a fence post marked "C.O.P.C.S." north 41° east eight (8) chains, thirty one (31) links distant from the west corner of said tract "A"; thence north 49° west seven (7) chains to a stake in the north line of said tract B; thence north 41° east eight (8) chains seven (7) links to the north corner of said tract "B" in the Willamette river; thence south $51 \frac{3}{4}^{\circ}$ east tracing line of said tracts "A" and "B", fourteen (14) chains thirty six (36) links to a point in said river at the east corner of said tract "A", thence south 41° , west eight (8) chains seventy seven (77) links, tracing line of said tract "A" to a point in the middle of the county road, thence north 49° west, seven (7) chain eighty seven (87) links to the place of beginning, containing twelve and one half ($12 \frac{1}{2}$) acres; and also all the tide land in front of said of land, and all the wharfing and riparian rights appurtenant thereto. Also the free and eminent right of way, road, and passage over, along and across the following described tracts or parcels of land situated in the said County of Multnomah and State of Oregon, and particularly bounded as follows, namely:

A strip of land 30 feet in width and fourteen (14) chains and eighty seven (87) links in length, adjoining and bounded on the northeast side by the southwestern boundary line of lands conveyed by J. S. Guild and wife to the Oregon Steam Navigation Company on the 17th day of September, 1877, by deed of that date, recorded on page 109 of Book 32, Records of Deeds of the County and State aforesaid, and by lands conveyed to said Oregon Steam Navigation Company by John S. Dunn & wife on the 24th day of September, 1877, by deed of that date, recorded on page 120 of said Book No. 32 of the Records aforesaid, together with free ingress, egress, and regress, to and for the said party of the second part in said Conveyance, said Oregon Steam Navigation Company, its successors and assigns, tenants and undertenants, and occupiers or possessors of the lands and grounds contiguous to said roadway, or the lands conveyed to the said Oregon Steam Navigation Company as above referred to, at all times and seasons forever hereafter, in common however with the said grantors of said Oregon Steam Navigation Company above named their heirs, assigns, tenants or the occupiers of their lands adjacent to said roadway.

Second. All the following described tract or parcel of real property situated in Clackamas County, in said State of Oregon, and being that certain Island situate near the right bank of the Willamette river at, and above the falls of said river. Said Island being in Section thirty one (31) of township two (2), south of range two (2), east of the Willamette Meridian. And having now a dry dock for river steamers upon it and being bounded and described as follows, to-wit: Beginning at a point of rocks at the northeast corner of the Island aforesaid, from which an alder tree four (4) inches in diameter, bears south 12° east seventy-five (75) links distant; the east corner of the toolhouse connected with said dry dock bears south 11½° west one chain (1), eighty six (86) links distant: The beginning point is also eight (8) chains, sixty-six (66) links north and one (1) chain, seventy-five (75) links west of the northwest corner of the Archibald McKinlay Donation Land Claim; Page 104 thence south 29° 15' east four (4) chains forty-four (44) links to a point; thence south 76° 30', west three (3) chains twenty-five (25) links to a point; thence north 32°, west four (4) chains ninety-six (96) links to a point; thence north 84°, east three (3) chains sixty-six (66) links to the place of beginning, containing one and one half (1½) acres, more or less. And also the free and perpetual right of way in, through, over and upon the canal and basin into which said dry dock opens for ingress and passage of steamboats, vessels and other water craft, to and from the present and any future dry dock upon the premises aforesaid; And also the free and perpetual right of way over, upon, around, across, and along the exterior walls of said canal and basin for access and passage to and from said dry dock, or any future dry dock which may be constructed upon said premises, by any pathway or roadway that now exists or may hereafter be constructed along, around, or upon such exterior walls, for all purposes connected with the use operation, repair, or maintenance of such dry dock, or the construction and use of any future dry dock upon said premises, and also the right to construct, repair and maintain for the use of the said party of the second part, its successors and assigns, for the purposes aforesaid; Such pathway or roadway, upon, over, along and around such exterior walls of said canal and basin, not naturally interfering with the use of said canal or basin; and also the free and perpetual right at all times to take water from said canal and basin; for its use in operating said dry dock, or any future dry dock, or any future dry dock that may be constructed on said premises, being the same property conveyed to the said Oregon Steam Navigation Company, by the Willamette Transportation and Locks Company, by deed dated February 3rd, 1879, and recorded at pages 69, 70, and 71, of book "Q", of the Records of Deeds, in Clackamas County, Oregon.

THIRD: Also these certain pieces of land situated in the County of Marion, in the said State of Oregon, following, to-wit: That certain piece or parcel of land situate, lying on and being in the City of Salem, County and State aforesaid, bounded and described as follows, to-wit: Beginning one hundred and sixty five and one half (165½) feet west of the northwest corner of Block No. Forty-five (45), in said city of Salem, running thence south 25°, west to the Willamette river; thence down said river to the south side of Trade street, of said City of Salem, thence east along said Trade street to the place of beginning, forming a triangle. Also lots four (4), five (5) and six (6), in block No. 65, in the said City of Salem, in the county and State aforesaid; and also all the right, title and interest of the party of the first part, of, in and to all and singular that other tract or parcel of land, situated in said City, County and State, aforesaid described as follows: Beginning at the northwest corner of Lot No. Six (6) in said Block No. Sixty-five (65), of said City of Salem, and running thence southerly along a line parallel with the west line of Front street of said City of Salem, to the Willamette river; thence down said river to a westerly extension of the north line of said Lot No. Six (6); thence easterly along such extension to the place of beginning, being the land lying between the west line of Lots Five (5) and six (6), in said Block and the Willamette River.

Fourth-- All those parcels, tracts and lots of land situated in Clatsop County, in the State of Oregon, hereinafter described, that is to say:

1. All that tract being a part of the Donation Land Claim of F. D. Shane in said Clatsop County, Oregon, described as follows, to-wit: Beginning at a point 8 34/100 chains south of the quarter section corner, between thirty-five (35) and thirty-six (36) in Township eight (8) North range ten (10) west; thence south 55°, east one hundred and eightyseven (187) feet to Lewis and Clark's river; thence northerly along said river seven hundred and fifty (750) feet; thence north 55°, west three hundred (300) feet; thence south 25° 3', west seven hundred and thirty four (734) feet; thence south 55° east one hundred and thirteen (113) feet to the place of beginning, containing five (5) acres more or less. Page 106

2. Also all that parcel or tract of land situated in the town of Astoria, in the county and state aforesaid, described as follows, to-wit: Beginning at a point in the centre line of West Seventh street of said Astoria and north seventy-five (75) feet distant from the north boundary line of Water Street, according to the recorded plat of John M. Shively's second addition to said town of Astoria; thence running north in the said centre line of West Seventh Street to deep navigable water in the Columbia river; thence westerly down stream along the deep water channel of said river to the centre line of West Ninth Street; thence south along said centre line of West Ninth street to a point north and seventy-five (75) feet distant from the north boundary line of Water street; thence easterly on a line parallel with said Water street to the place of beginning, together with all rights and privileges of water frontage north of said described and conveyed premises.

3. Also all the following described real estate also situated in said City of Astoria, Clatsop County, Oregon, to-wit: Block No. one hundred and thirty-two (132), the north fifty five (55) feet of Block one hundred and thirty-three (133) all of Blocks Nos. Thirteen (13) Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), and Twenty-three (23) and Twenty-four (24) and as the same are laid out and described and recorded by J. M. Shively in the Clerk's Office for said Clatsop County, Oregon, in the maps and plats of the City of Astoria; and also all the right, title, and interest of said party of the first part in and to Block No. nine (9) Page 107

in Shively's second addition to the town of Astoria in said county of Clatsop and State of Oregon, and the improvements and appurtenances thereof. 4.- And also all and singular those certain other lots or parcels of land situated in said town of Astoria as laid out and recorded by John M. Shively, described as follows, to-wit: All of lots Nos. five (5) and six (6), of block No. one hundred and thirty four (134), and lots Nos. one (1) Two (2) Three (3) and four (4) in block one hundred and thirty-five (135) (excepting the following described portion of all said lots to-wit: fifty (50) feet by two hundred and sixty (260) feet off the south end of each of said lots), and all and singular the easements and franchises appertaining thereto to the ship channel of the Columbia river. 5- And also all the right, title and interest of the party of the first part, being a leasehold interest in and to all and singular the following described real property, to-wit: lots numbered two (2), three (3), five (5) and seven (7) of block No. ninety-three of Upper Astoria in said County of Clatsop, State of Oregon, as described upon the maps and plats thereof.

Fifth.- And also all and singular those certain pieces, tracts and lots of land situated at and near the Cascades of the Columbia River in the Counties of Multnomah and Wasco in the said State of Oregon, known, designated and described by and upon the public surveys thereof as follows, to-wit: the south west quarter ($\frac{1}{4}$) of the northwest quarter ($\frac{1}{4}$); the the east half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$), and lots Nos. two (2), three (3), four (4), and five (5) of section No. twelve (12), and the northeast quarter ($\frac{1}{4}$) of the northwest quarter ($\frac{1}{4}$), and lots No. one (1) in section thirteen (13), and lot No. one (1) in section fourteen (14), all in township No. two (2), north of range seven (7) east, containing three hundred and twelve and $\frac{48}{100}$ (312 $\frac{48}{100}$) acres, being the Donation Land Claim of John Chipman and Amanda Chipman, his wife. Notification No. 8,035, Certificate No. 5,040. Also River lots Nos. Two (2), Three (3), Four (4), and Five (5) in section fourteen (14), and the northwest quarter ($\frac{1}{4}$) of the northwest quarter ($\frac{1}{4}$) of section twenty-three (23), township (2), north range seven (7) east in district of lands subject to sale at Oregon City, Oregon, on the 20th day of September, 1861 containing one hundred and fifty (150) acres, and being the same land granted by the United States to Joseph S. Ruckle on said September 20th, 1861. Also river lots numbered one (1), two (2), three (3) and four (4), in section twenty-two (22); and river lots numbered one (1), in section twenty-one (21), in township two (2), north range seven (7), east in district of lands subject to sale at Oregon City, Oregon, on the 20th day of September, 1861, (and which lands were on said day granted by United States Patent to Harrison Olmstead), containing one hundred and forty and $\frac{39}{100}$ (140 $\frac{39}{100}$) acres. Also all river lots numbered two (2), three (3), and four (4), in section twenty-one (21) and river lot numbered one (1), in section twenty-eight (28), in said township two (2), north of range seven (7), east in district of lands subject to sale at Oregon City, Oregon, on the 20th day of September, 1861, (which lands were on said day by United States Patent of said date, granted to John C. Fanner, containing one hundred and fifty-one and $\frac{39}{100}$ (151 $\frac{39}{100}$) acres.

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Sixth.- Also all and singular those certain parcels, lots, and tracts of land situated and lying in the County of Wasco and State of Oregon, following, to-wit:

1. That parcel or tract of land situated in section three (3), of township one (1), north of range thirteen (13), east and sections thirty three (33), and thirty-four (34), of township two (2), north range thirteen (13) east, of the Willamette Meridian bounded as follows: Beginning at the northwest corner of section three (3), of said township one (1), north range (13), thirteen east; thence south $1^{\circ} 30'$ west, tracing the west line of said Section (3)

twelve (12) chains eighty (80) links to a point in the south line of second street in the City of the Dallas; thence south, $78^{\circ} 8'$, east tracing the south line of said Second Street nine (9) chains eighty five (85) links to a point in the west line of Jackson street in said City; thence south $56^{\circ} 30'$ east, tracing the south line of said Second street seven (7) chains thirty-five (35) links to a stake; thence north 63° , east, two (2) chains, fifty seven (57) links; thence north $33^{\circ} 40'$ east, three (3) chains, thirty-two (32) links to the track of the "Dallas and Celilo Railroad"; thence north $56^{\circ} 20'$ west to the Center of Mill Creek; thence down the channel of said Mill Creek about nine (9) chains to the Columbia River; thence down the left branch of said Columbia River in a northwesterly direction about thirty-three (33) chains to a point, which said point is situated north $10^{\circ} 30'$ west, and fourteen (14) chains distant from the northwest corner of said section three (3); thence south $10^{\circ} 30'$, east fourteen (14) chains to the place of beginning, containing thirty nine and one half ($39\frac{1}{2}$) acres, more or less.

2. Also all and singular that certain tract or parcel of land situated in said Wasco County, Oregon, being part of section No. one (1), of Township one (1), North Range thirteen (13) east, described as being all that portion of the north half ($\frac{1}{2}$) of the northeast ($\frac{1}{4}$) of said section one (1), Township one (1), North Range thirteen (13) east, lying and being south and east of the Railroad track of the Dallas and Celilo Railroad now running through the aforesaid section; and also all lands occupied by said railroad, and all and singular the right of way therefor heretofore acquired or now owned by the party of the first part over all lands within the county and State aforesaid.

3. Also all that certain piece, parcel or tract of land situated in the County of Wasco, in the State of Oregon, bounded and described as follows, to-wit: The north half of lot No. two (2), containing twenty-three and $55/100$ ($23 \frac{55}{100}$) acres; the north half ($\frac{1}{2}$) of lot No. three (3) containing thirty-one and $5/10$ ($31 \frac{5}{10}$) acres, and the north half ($\frac{1}{2}$) of lot No. four (4) containing twelve and $67/100$ ($12 \frac{67}{100}$) acres; being in all sixty-seven and $27/100$ ($67 \frac{27}{100}$) acres; all in section sixteen (16), township two (2), north range fifteen (15), east of Willamette Meridian.

Seventh Also all and singular that certain parcel of land situated in the County of Umatilla, in said State of Oregon, to-wit: the east twelve and one half ($12\frac{1}{2}$) feet of lot ^{two} (2) and the west twelve and one half ($12\frac{1}{2}$) feet of lot three (3), of Block No. three (3) of the town of Umatilla, as per map and plats of said town, together with all and singular the rights of ways and easements connected therewith, or appertaining thereto, being the lands, rights and easements conveyed by ... C. Paige and wife to the said Oregon Steam Navigation Company by deed dated April 9th, 1872.

Eight.- All and singular those certain lots, parcels and tracts of land situated in the County of Skamania, in the Territory of Washington, designated in the surveys and official plats of the United States as lots numbered one (1) and seven (7), of section fourteen (14); the west half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$), the south half ($\frac{1}{2}$) of the south west quarter ($\frac{1}{4}$), and lots one (1) and five (5) of section fifteen (15); the south half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$), and lot seven (7) of section sixteen (16); the north half ($\frac{1}{2}$) of the northeast quarter ($\frac{1}{4}$) and lots Nos. three (3) four (4) five (5) and six (6) of section twenty-one (21), and the northwest quarter ($\frac{1}{4}$) of the northwest quarter ($\frac{1}{4}$); and and lots Nos. one (1), two (2) and three (3) of section twenty-two (22); all in township two (2), north of Range seven (7), east containing six hundred and thirty four and $53/100$ ($634 \frac{53}{100}$) acres, and being the Donation Land Claim of Francis A. Chenoweth, and wife; Notification No. 283. Certificate No. 158. R.

2. Also all that certain other tract or parcel of land situated in said Skamania County in said Territory of Washington, Known and designated in the surveys and plats of the United States as Claim No. thirty-nine (39) being parts of section sixteen (16), seventeen (17), twenty (20) and twenty-one (21), in township two (2) north range seven (7) east, bounded and described as follows to-wit: Beginning at a point four (4) chains; west and thirty and 50/100 (30 50/100) chains north of the southeast corner of the southwest quarter of said section sixteen (16); and running thence south sixty and 8/100 (60 8/100) chains; thence south $86^{\circ} 45'$; west eight and 50/100 chains; thence south 57° ; west thirteen and 60/100 (13 60/100) chains; thence south 38° ; west fifteen (15) chains; thence south $23^{\circ} 30'$; west three and 80/100 (3 80/100) chains; thence south 45° ; west twenty-one and 50/100 (21 50/100) chains; thence north sixty-eight (68) chains; thence east forty-five and 94/100 (45 94/100) chains to the place of beginning, containing three hundred and twenty-five and 25/100 (325 25/100) acres being the Donation Land Claim of Bolwer B. Bishop and wife.

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3. Also all those other parcels of land situated in said Skamania County, Washington Territory, to-wit: The north half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$), and the southwest quarter ($\frac{1}{4}$), of the northeast quarter ($\frac{1}{4}$) of section fifteen (15), in township two (2) north range seven, east.

Also all and singular the right, title and interest of the party of the first part in and to all those certain tracts or parcel of land situated, lying and being in the County and territory aforesaid known, designated and described by and in the official plats and surveys of the United States, as the Original Donation Land Claim of D. F. Bradford and Chas. H. Bradford, his wife, being parts of sections eleven (11) and fourteen (14), township two (2), north range seven (7), east; the original Donation Land Claim of S. M. Hamilton and wife, being parts of sections nineteen (19) and twenty, (20), twenty-nine (29) and thirty (30) of said township and range and the Donation Land Claim of D. Baughman being parts of sections one (1), two (2) and eleven (11), in the township and range aforesaid.

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4. Also all and singular the following tract or parcel of land, situated in the said County of Skamania in said Territory of Washington, known and designated in the plats and surveys of the United States; as Donation Land Claim No. Thirty-seven (37), situated in section thirty-one (31), township three (3), north range nine (9) east, and Claim No. thirty-nine (39) situated in section thirty-six (36) township three (3) north range eight (8) east, bounded and described as follows, to-wit: Beginning at a point forty-six (46) chains and fifty (50) links north, and twenty-seven chains and fifty 1(50) links east of the point where the township line (between townships three (3), north range eight (8) east and township three (3), north range nine (9) east, strikes the Columbia river, and running thence west eighty (80) chains; thence south thirty-five (35) chains and twenty-five (25) links; thence south $60^{\circ} 3/4^{\circ}$ east twenty-two (22) chains, and eighty (80) links; thence south 79° east ten (10) chains and forty (40) links; thence east three (3) chains and fifty (50) links; thence north $88\frac{1}{2}^{\circ}$ east eighteen (18) chains and twenty (20) links; thence north $81\frac{1}{2}^{\circ}$ east ten (10) chains and twenty (20) links; thence north 74° east eighteen (18) chains and thirteen (13) links; and thence north forty (40) chains to the place of beginning, containing three hundred and fifty-one and 21/100 (351 21/100) acres.

Ninth. And also all and singular those certain lots, parcels, and tracts of land situated in the County of Walla Walla in said Territory of Washington following, to-wit:

1. All of block No. six (6) of the town of Wallula, said blocks containing eight (8) lots, numbered from one to eight respectively, with the free and uninterrupted use of lands

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between said block and the Columbia River, and all the land, rights and easements conveyed by John M. Van Syckle and wife and Seth W. Tatem to said Oregon Steam Navigation Company, on the 26th day of April, 1862, by deed of that date, recorded at page 381 of Book "B" Records of Deeds of said County. Also lot No. eight (8) of block No. three (3) of said town of Wallula, being fifty (50) feet front on Front Street, by one hundred (100) feet deep to twenty foot alley along the north side of McKinlay street, as per maps and plats of said town of Wallula. And also the following described tract or parcel of land, situate lying and being in the said town of Wallula, in the County and Territory aforesaid, bounded as follows: Commencing at the intersection of the south side of Fort Avenue with the east line of Front street of said town of Wallula; thence running south on the east line of said Front street, seventy-five (75) feet; thence east two hundred and twenty (220) feet to the west line of second street; thence north along the west line of second street, seventy five (75) feet to Fort Avenue; thence west along the south line of Fort Avenue; two hundred and twenty (220) feet to the place of beginning.

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2. And also all and singular that other tract or parcel of land, situate, lying and being in the said County of Walla Walla, and Territory of Washington, described as follows, to-wit: All of lots numbered six (6) and seven (7) in section twenty-one (21), township seven (7) north of range thirty-one (31), east of Willamette Meridian, containing forty-nine and 50/100 (49 50/100) acres.

Tenth. Also all and singular that certain piece or lot of land, situated in the City of Lewiston, in the Territory of Idaho, known designated and described upon the maps and plats of said City as lot No. two (2), in block No. one (1), of said town of Lewiston, containing 7,056 square feet; also all the right, title and interest of said party of the first part in and to lots Nos. two (2), three (3) and four (4) in block No. ten (10) of said City of Lewiston.

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Eleventh.- Also all the railroad and roadbed of the party of the first part, situated upon the Oregon side of the Columbia river, and extending along the south side of the Columbia river, from the Lower Cascades in Multnomah County to the Upper Cascades in the County of Wasco in the State of Oregon, a distance of about five (5) miles, and all lands tenements and hereditaments acquired or appropriated for the purposes of said road, and for a right of way for said road along its entire length, and all appurtenances thereunto belonging; and also all the depots, engine houses, warehouses, shops, super-structures, erections and fixtures of said road, and every part thereof, and all and singular the locomotives, tenders, cars, carriages, tools, machinery and equipments of said road, and all ties, iron and material now provided for use in the construction and operation of said railroad;

Twelfth.- And also all the railroad of the said party of the first part, upon the Oregon side of the Columbia river, and extending from Dalles City to Celilo in the county of Wasco, Oregon, a distance of about fourteen and one half (14½) miles with all side tracks, switches and inclines, and all lands tenements and hereditaments acquired and appropriated for the purposes of said road, and of a right of way for said road along its entire length and all appurtenances thereto belonging; and also all the depots, engine houses, turn tables, warehouses, machine shops, workshops, superstructures, erections and fixtures of said road, and all and singular, the locomotives, tenders, passenger cars, freight cars, hand cars, crank cars, carriages, tools, machinery and equipments of said road, and all ties, iron and other materials now provided for repair of or use upon said road.

Thirteenth.- Also all the telegraph line of the party of the first part extending from Portland in the State of Oregon via The Dalles, Celilo, Umatilla and Wallula to Walla Walla, Washington Territory, with all the poles, wires, insulators, instruments, offices, office-furniture, tools, machinery, appurtenances and fixtures, and all supplies and material on hand for use of said telegraph line.

Fourteenth.- And all real estate whether hereinbefore described or enumerated or not, and wherever situated, now owned by said party of the first part or to which it has any right, title or interest, legal or equitable, absolute or contingent.

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 any wise appertaining unto it, the said party of the second part hereto, and its successors and successor and its assigns in trust for the person or persons, firm or firms, bodies politic or corporate, who have heretofore or shall hereafter at any time 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, provisions and stipulations in said six thousand bonds contained, and subject also to the possession and management of said property by 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 so long as the party of the first part shall well and truly observe, keep and perform, all and singular, the covenant, agreements, conditions and stipulations in said six thousand bonds, and in said indenture of mortgage or deed of trust of July 1st A. D. 1879, and in this indenture contained and set forth to be observed, kept and performed by and on the part of the said party of the first part, and upon and subject to all the covenants, agreements, conditions, limitations and stipulations in said indenture of July 1st, A. D. 1879, and in this indenture contained and set forth.

And the said party of the first part has, and by these presents does promise, covenant and agree for itself and its successors and assigns to and with said party of the second part, its successors and successor and its assigns to warrant and defend the said premises, rights, franchises and property, real and personal herein, and hereby assigned, mortgaged, pledged and conveyed or intended so to be, and every part and parcel thereof unto it, the said party of the second part, its successors and assigns, for the purposes and upon the conditions aforesaid, against all and every person or persons claiming or to claim the same.

And Whereas, said Oregon Railway and Navigation Company, party of the first part hereto, among other things in said indenture of mortgage or deed of trust, of July first, A. D. 1879, covenanted and agreed with the said party of the second part thereto the said Farmers' Loan and Trust Company, as follows, to-wit:

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, as and for a sinking fund; the said moneys 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:

First.- From time to 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.

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Second.- To the payment and redemption of the principal and interest of bonds secured hereby, at par, selected by lots, 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 moneys in the hands of the party of the second part, to the credit of said sinking fund, not applied to the purchase 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 and surrendered to the party of the first part.)

AND WHEREAS for the purpose of more effectually securing the prompt and certain payment and redemption of the said first mortgage bonds issued by the party of the first part as aforesaid, said party of the first part is desirous of so supplementing the last above mentioned covenant as to provide that the party of the first part shall pay to the party of the second part, upon said first days of January and July respectively, during the continuance of the trust, in addition to the said sums of \$30,000, a sum equal to the interest coupons which would have accrued upon each and all of the said cancelled bonds in said sinking fund, upon said first days of November, and May respectively next preceding said first days of January and July, had said bonds not been cancelled as in said article fourth provided.

And Whereas said party of the second part has consented to such change, as is testified to by the execution of this indenture.

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Now Therefore, This Indenture Further Witnesseth that the said party of the first part hath covenanted and agreed, and by these presents doth for itself, its successors and assigns, covenant and agree with the party of the second part hereto, and its successors and successor in form and manner following, that is to say:

That notwithstanding the purchase and cancellation of any of the said bonds by the party of the second part with the funds so paid or to be paid to it as aforesaid, as a sinking fund, it the said party of the first part, will pay to the party of the second part, on each and every first day of January and July during the continuance of the trust, a sum equal to the interest coupons which would have accrued upon each and all of the said cancelled bonds in said sinking fund upon said first days of May and November respectively next preceding said first days of January and July, had said bonds not been cancelled as in said fourth article provided; the said moneys, so to be paid, to be received and applied by the party of the second part in the same manner as the said semi-annual payments of \$30,000 each to be made as in said mortgage of July 1st 1879, provided.

And said party of the second part hath covenanted and agreed and by these presents doth for itself, its successors and assigns covenant and agree with the party of the first part hereto and its successors and assigns, that the aforesaid covenant and stipulation shall be supplemental to said fourth covenant in said indenture of July first, A. D. 1879, contained and hereinafore recited and shall be considered, treated, construed and applied in all respects as if the same had been inserted and made and was contained in said indenture of July first, A. D. 1879.

In Witness Whereof the Oregon Railway and Navigation Company, party of the first part hereto, hath caused these presents and nineteen other duplicate originals hereto to be

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subscribed by its President and Secretary, and hath under express authority of the resolution of its Board of Directors caused its corporate seal to be hereunto affixed and to said nineteen other duplicate originals, and the said Farmers' Loan and Trust Company, party hereto of the Second part, for the purpose of signifying the acceptance of this conveyance, hath caused these presents and nineteen other duplicate originals hereof to be subscribed by its President and Secretary, and hath caused its Corporate Seal to be hereunto and to said nineteen other duplicate originals hereof affixed this 25th day of October one thousand ^{eight hundred} and eighty.

In presence of

The Oregon Railway and Navigation Company

By
By

Henry Villard

President

The Oregon Railway and Navigation Company

By

Theodore Wygant

Secretary

(Seal of O.R. & N. Co)

In presence of

E. H. C. Taylor

C. A. Freeman

The Farmers' Loan and Trust Company

By

R. G. Rolston

President

The Farmers' Loan and Trust Company

Geo. E. Fitch

Secretary

Secretary.

(Seal of Farmers' Loan & Trust Co)

Attest

Signed and sealed in the presence of us, as to
Henry Villard, President. R. G. Rolston and
Geo. E. Fitch, Pres't & Secy
Artemus H. Holmes

Chas. Edgar Mills.

State of New York

City and County of New York

Be it remembered that on the 28th day of January A. D. 1881, before me Charles Nettleton, Commissioner of the Territory of Washington, in and for the state of New York, residing in said City of New York, personally appeared Henry Villard the President of the Oregon Railway and Navigation Company, to me personally known to be such, who being by me duly sworn, did depose and say, that he was the President of the said Company, that he knows 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 ^{he said Henry Villard, signed his name} ~~the said Rosewell G. Rolston and George E. Fitch,~~ signed their names thereto by the like order as President and Secretary of said Company respectively. And ^{he said} ~~they~~ further acknowledged the execution of the within instrument to be ^{his} ~~their~~ free, and, voluntary act and deed, and as the free and voluntary act and deed of said Company for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal this 28th day of January A. D. 1881.

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

(Commissioner Seal)

STATE OF NEW YORK

City & County of New York

State City & County) ss.
of New York

Be it remembered that on this 30th day of September A. D. 1880, before me, Charles Edgar Mills, a commissioner of the State of Oregon, for the State of New York, residing in said City of New York, personally appeared Henry Villard the President of the Oregon Railway and Navigation Company, to me personally known to be such, who being by me duly sworn did depose and say that he resided in New York City, New York, that he was the President of the said Company, that he knows 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 he signed his name thereto by the like order as the President, of said Company, and he then further acknowledged, the execution of the within instrument to me, to be his free and voluntary act and deed of said Company for the uses and purposes therein mentioned.

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In Witness Whereof I have hereunto set my hand and affixed my official seal this 30th day of September A. D. 1880.

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(Seal of Commissioners)

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

State of New York }
City & County of New York } ss.

Be it remembered that on this 28th day of January A. D. 1881, before me Charles Nettleton, a commissioner of the Territory of Washington, and for the State of New York, personally appeared Rosewell G. Rolston, the President of the Farmer's 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 New York City, New York, that he said George P. Fitch, also resided in New York City, New York, that he said Rosewell G. 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 the said Rosewell G. Rolston and George P. Fitch, signed their names thereto by the like order as President and Secretary of said Company respectively. And they further acknowledged the execution of the within instrument to be their free, and voluntary act and deed of said Company for the uses and purposes therein mentioned.

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In Witness Whereof I have hereunto set my hand and affixed my official seal this 28th day of January A. D. 1881.

(Commissioners Seal)

Charles Nettleton.
Commissioner for Washington Territory in New York
117 Broadway N. Y. City.

Be it remembered, that on this 30th day of September A. D. 1880 before me, Charles Edgar Mills 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 G. 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 of New York, that he said Rosewell G. 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 thereto by like order as President and Secretary of said Company respectively. And they further acknowledged the execution of the within instrument to be their free and voluntary act and deed, and as the free and voluntary act and deed of said Company for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal this 30th day of September A. D. 1880.

Charles Edgar Mills
Commissioner for Oregon in New York 117
Broadway N. Y. City.

(Commissioner Seal)

STATE OF OREGON } ss.
County of Multnomah }

Be it remembered that on this 19th day of October, A. D. 1880, before me the undersigned, a Notary Public in and for the said County of Multnomah, and State of Oregon, duly commissioned and qualified, personally came Theodore Wygant, Secretary of the Oregon Railway and Navigation Company, whose name is subscribed to the foregoing instrument, and who is personally known to me to be the individual described in, and who executed the said instrument as Secretary of said Oregon Railway and Navigation Company, and acknowledged to me that he, as Secretary of the Oregon Railway and Navigation Company, Executed the foregoing instrument as and for the act and deed of said Oregon Railway and Navigation Company freely and voluntarily, and for the uses and purposes therein mentioned; and he, the said Theodore Wygant, being by me duly sworn, did depose and say that, he is the Secretary of the Oregon Railway and Navigation Company, and resides at Portland, Multnomah County, Oregon that he is the legal custodian of, and is acquainted with and has in his possession the Corporate Seal of, the said Oregon Railway and Navigation Company; that the seal affixed to the foregoing instrument is such Corporate Seal, that the same was so affixed by him as Secretary of said Company, on the 25th day of October, A. D. 1880, by order of the Board of Directors of said Company, and that he signed his name thereto by the like order of the Board of Directors of said Company.

In Witness Whereof, I have hereunto set my hand and affixed my official seal at the City of Portland, Oregon the date first above written.

(Notarial Seal)

C. A. Freeman
Notary Public for Oregon.

STATE OF OREGON } ss.
County of Multnomah }

Be it remembered that on this 25th day of October, A. D. 1880, before me the undersigned, a Commissioner of Deeds for Washington Territory in and for the said County of

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Multnomah, and State of Oregon, duly commissioned and qualified, personally came Theodore Wygant, Secretary of the Oregon Railway and Navigation Company, whose name is subscribed to the foregoing instrument, and who is personally known to me to be the individual described in, and who, executed the said instrument as Secretary of said Oregon Railway and Navigation, and acknowledged to me that he, as, Secretary of the Oregon Railway and Navigation Company, executed the foregoing instrument as and for the act and deed of said Oregon Railway and Navigation Company freely and voluntarily, and for the uses and purposes therein mentioned; and he, the said Theodore Wygant, being by me duly sworn, did depose and say that he is the Secretary of the Oregon Railway and Navigation Company, and resides at Portland, Multnomah County Oregon, that he is the legal custodian of, and is acquainted with and has in his possession the Corporate Seal of the said Oregon Railway and Navigation Company; that the seal affixed to the foregoing instrument is such Corporate Seal, that the same was so affixed by him as Secretary of said Company, on the 25th day of October A. D. 1880, by order of the Board of Directors of said Company, and that he signed his name thereto by the like order of the Board of Directors of said Company.

(Seal of Commissioner)

Joseph Simon, Commissioner of Deeds for Washington Territory, residing at Portland, Multnomah County, Oregon.

Received for Record and Recorded on the 17th day of Feb. 1881. at 11 o'clock A. M.

Auditor.

MORTGAGE

From J. J. Tompkins & Charley Chandler & J. W. Sampson to THE American Congregational Union.

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This Indenture made the 11th day of August, in the year of Our Lord One Thousand, Eight Hundred, and Eighty-One between J. J. Tompkins, in the County of Skamania and Charles Chandler, and J. W. Sampson, in the County of Clarke, and Territory of Washington, parties of the first part, and the American Congregational Union, a body corporate, in the City, and State of New York, parties of the second part,

Whereas the said parties of the first part, have applied to the said American Congregational Union, for aid to enable them to erect, or possess a House of Worship, adapted to their wants, and whereas the said American Congregational Union has granted such aid to the amount of Two Hundred Dollars, to be applied only to such purposes, and to be promptly refunded, to the parties of the second part whenever such purposes shall fail or be impaired in any of the cases hereinafter provided.

Now therefore, this Indenture Witnesseth, that the said parties of the first part, in consideration of the above amount, do hereby covenant, grant, promise, and agree, to and with the said parties of the second part, and do hereby become bound unto them as follows, that in case the parties of the first part, or the Church in connection with which they are organized, shall cease to be an Evangelical Congregational Church, or in case they shall cease to maintain public worship or shall for the space of one year suspend public worship, or in case they shall fail to keep their House of Worship insured against loss by fire, or in case they shall fail to make an annual contribution to the treasury of the American Congregational Union, or in case their corporate existence shall cease, or in case their House of Worship, shall be alienated without applying the fund hereby granted to procuring another House of Worship for the parties of the first part, and securing said fund to the parties of the second part, by a mortgage like this, then in any such case, the parties of the first part, and their successors, will forthwith notify the facts to the American Congregational Union, their successors, or assigns, and refund the said amount to the said parties of the second part.

This Indenture further witnesseth that the said parties of the first part, for the

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better securing the performance by them, of their covenant and obligation above mentioned and the repayment of the said amount, to the said parties of the second part, in every case above mentioned, and in consideration of One Dollar, to them paid by said parties or the second part, the receipt of which is acknowledged, have granted, sold, conveyed and confirmed, and by these presents, do grant, sell, convey and confirm, unto the parties of the second part, and to their successors and assigns forever. All the land described as follows. Commencing Fifty-five (55) Rods west, from the South east corner of Section eighteen (18) Town One (1) north of range Five (5) East; thence on section line sixteen (16) rods west; thence ten (10) Rods north; thence sixteen (16) Rods East; thence Ten (10) Rods South, to place of beginning, containing One (1) acres of land).

Together, with all and singular the tenements, hereditaments, and appurtenances, thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits, thereof. And also all the estate, right, title, Page 128 and interest what soever, as well in law as in equity, of the parties of the first part, of, in, and to, the same, and every part thereof, with the appurtenances. To have and to hold the above granted, and described premises with the appurtenances unto the parties of the second part, their successors, and assigns to their own proper use, benefit and behoof forever. nam.

And the parties of the first part hereby authorize, the parties of the second part at the expense of the parties of the first part, to insure, and keep insured against loss by fire said House of Worship erected, or to be erected, and agree to reimburse the premiums therefor to the parties of the second part on demand and that the same, if unpaid, shall be deemed secured by these presents, in addition to the aid as aforesaid granted, provided always, and these presents are upon this express condition, that if the parties of the first part, their successors, or assigns shall well, and truly keep, perform and fulfill their covenant, and obligation herein above contained, and shall, in any, and every case hereinabove provided well, and truly give notice, and refund as aforesaid, then these presents, and the Estate hereby granted shall cease, determine and be void.

And the parties of the first part, for themselves, their successors, and assigns, do covenant and agree, to and with, the said parties of the second part that in case the said parties of the first part, or their successors, or the church in connection with which they are organized shall cease to be an Evangelical Congregational Church, or in case they shall cease to maintain public worship, or shall for the space of One year suspend public worship, Page 129 or in case they shall fail to keep their House of Worship insured against loss by fire, or in case they shall fail to make an annual contribution to the treasury of the American Congregational Union, or in case their corporate existence shall cease, or in case their House of Worship shall be alienated without applying the fund hereby granted to procuring another House of Worship, for the parties of the first part, and securing said fund to the parties of the second part by a mortgage like this, then in any such case it shall be lawful for the parties of the second part, their successors, or assigns to enter into, and upon all and singular, the premises hereby granted or intended so to be, and to sell, and dispose of the same, and all benefit and equity of redemption of the parties of the first part their successors, or assigns therein, at public auction according to the act, in such cases made and provided. And as the Attorney for the parties of the first part, for that purpose by these presents duly authorized constituted and appointed to make, and deliver to the purchaser, or purchasers thereof a good and sufficient deed, or deeds of conveyance in the law for same, in fee simple and out of the money arising from such

sale, to retain the said amount herein first above mentioned, together with insurance premiums, if any as aforesaid and together with the costs, and charges of advertisement, and sale of said premises rendering the overplus of the purchase money (if any there shall be) unto the said parties of the first part, their successors, or assigns, which sale, so to be made, shall forever be a perpetual bar, both in law and equity against the parties of the first part their successors, and assigns, and all other persons claiming, or to claim the premises, or any part thereof, by, from, nor under them, or either of them.

In witness whereof, the said parties have duly executed this Indenture on the day and year, first hereinabove written.

Geo. W. Hart, Justice of the Peace
Washougal Precinct, Clarke County W. T.

Presented for Record August 19th 1881, and Recorded August 23rd 1881 at 4 P. M.

J. E. Andrews, Sr.
Auditor.

MORTGAGE
From John G. Fleming & wife to Hugh B. McDonald.

This Indenture witnesseth that J. G. Fleming, and Catherine Fleming, his wife, in consideration of Four Hundred and Fifty Dollars, to us in hand paid, the receipt whereof is hereby acknowledged have bargained, sold, conveyed, and by these presents, do bargain, sell, and convey unto Hugh B. McDonald, the following described premises, to-wit:

The North East Quarter, of the South West Quarter, and the South half of the South West Quarter, of Section Thirty Two (32), in Township Two (2ⁿ) North of Range Five (5) East of the Willamette Meridian, situate in the County of Skamania Washington Territory.

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 Hugh B. McDonald, his heirs and assigns forever. This conveyance is intended as a Mortgage, to secure the payment of the sum of Four Hundred and Fifty Dollars and the interest thereon in accordance with the terms of a certain promissory note, of which the following is a copy.

\$450 00/100
Vancouver W. T. January 11th 1882, Five years after date, for value received, I promise to pay, to the order of Hugh B. McDonald, Four Hundred and Fifty Dollars with interest payable annually, at the rate of ten (10) percent, per annum, from date. If the interest is not paid when due, it shall be compounded with the principal and bear like interest therewith, Principal, and Interest payable in U. S. Gold Coin, and in case suit is instituted to collect this note or any portions thereof, I promise to pay such additional sum or the Court may adjudge reasonable or attorneys fees, to be taxed as a part of the costs of such suit of the use of Plaintiffs attorney.

John G. Fleming.

Now if the sum of money due upon said promissory note be paid according to the agreements therein expressed, this conveyance shall be void but in case default be made in the payment of the principal, or interest as therein provided, then the said Hugh B. McDonald or his legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof in the manner provided by law, and out of the appoy arising from such sale, retain the said principal, and interest together with the costs, and charges of making such sale and the attorneys fee provided for in the said promissory note, and the overplus, if any there be, pay over to the said John G. Fleming, his heirs, or assigns.

Witness our hands and seals this eleventh day of January 1882.

By power of atty. delivered to me, I hereby cancel two acres of the within mortgage comprising 2 1/2 blocks, corner S.W. 31st & 32nd - three east of 1st - and 1/2 block north of 1st - these blocks & claims, thence 5 chains south to the city place of beginning of the Andrews & Co. lot. Cancelled - see page 132 of Washington Record.

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