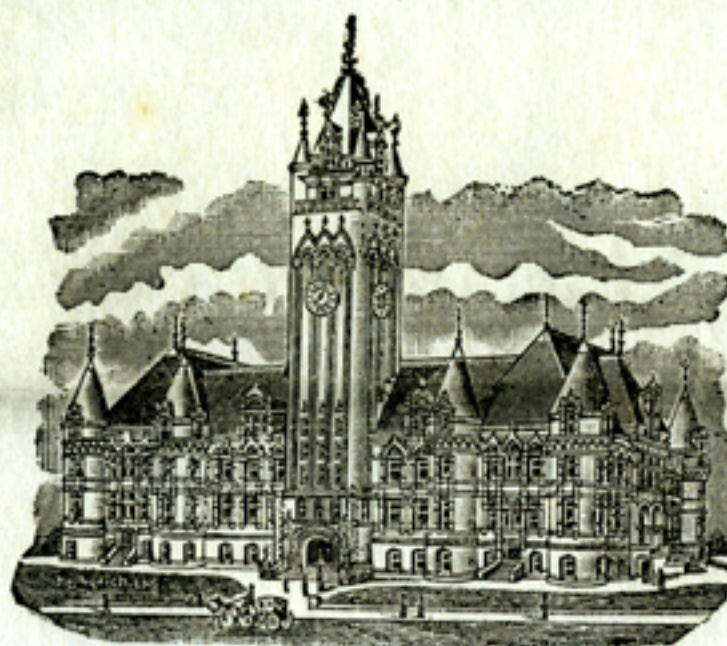


No. 2229.

\$

ESTABLISHED



JULY 19, 1893.

Abstract of Title

TO

The E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ and the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp. 25 N., R. 43, E. W. M.

Except blocks 78, 79, 88, 89, 91, 98, 99, 100 and lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11, and 12, block 90, Second Addition to Railroad Addition to Spokane,

Lots 9 and 10, Block 113, and Lots 18, 19 and 20, Block 114, Lots 29, 30 and 31, Block 116, Fourth Addition to Railroad Addition to Spokane,

All that part of said lands included within Fern Hill Addition to City of Spokane,

All that part of said lands included within Cliff Park Addition to Spokane,

All that part of said lands lying south of the Northern Pacific Railway tracks, and

All that portion of the premises described in the bill of complaint which is or may be included in Blocks 77, 80, 87, 92 and 97 of Second Addition to Railroad Addition to the City of Spokane.

For and at request of R. B. Blake, Spokane, Washington,

*Prepared by the Northwestern Abstract Company, to the
above described premises situate in the County of Spokane and
State of Washington.*

UNITED STATES
TO
Northern Pacific Railroad Co.

*Abstract of all Acts and
Joint Resolutions of Congress
affecting Lands Granted to the
N. P. R. R. Co. in Washington
Territory.*

DATE OF ORIGINAL GRANTING ACT.

JULY 2, 1864.

U. S. St., Vol. 13, p. 365.

Plat of Definite Location of route
of Pend d'Oreille Division, filed in
the General Land Office. October 4,
1880.

Purpose of Act: To aid in the construction of a railroad and telegraph line from Lake Superior, in Minnesota or Wisconsin, to Puget Sound, Washington Territory, with a branch to Portland, Oregon, via the valley of Columbia River, from a point on the main line not more than 300 miles from its western terminus, and to secure the safe and speedy transportation of the mails, troops, munitions of war, and public stores, over the route of said line of railway.

Conditions: Work on road shall commence before July 2, 1866; 50 miles per year shall be completed after the second year, and the whole road shall be completed July 4, 1876.

Default: In the event of one year's continuance in breach of any of the conditions, Congress may take steps to insure a speedy completion of said road.

ACT of May 7, 1866 (14 U. S. St. 355), extends time for commencing and completing said railroad for two years.

JOINT RESOLUTION of July 1, 1868 (15 U. S. St. 255), extends time for commencing work until July 2, 1870, and requires completion of 100 miles each year after second year thereafter, and completion of the whole road by July 4, 1877.

JOINT RESOLUTION of April 10, 1869 (U. S. St. 378), authorizes extension of branch from Portland, Or., to Puget Sound, grants right of way therefor, and provides that 25 miles of said branch be built before July 2, 1871, and 40 miles per year thereafter until completed.

JOINT RESOLUTION of May 31, 1870 (16 U. S. St. 378), authorizes the N. P. R. R. Co. to issue its bonds to aid in the construction and equipment of its road and to secure said bonds by mortgage on all its property.

Proof and Notice of Execution and Delivery of mortgage shall consist in filing same in the office of the Secretary of the Interior; also authorizes grantee to build its main line to Puget Sound via the valley of the Columbia River and to construct its branch from some point on the main line across the Cascade Mountains to Puget Sound, also extends original land grant to said branch. Also entitles said Company, in the event that there be not the amount of lands granted by Congress in any State or Territory within the limits prescribed, to indemnity for such deficiency, to be selected out of the odd numbered sections within ten miles on each side of said road beyond said prescribed limits.

Provides also, that 25 miles of the road between Puget Sound and Portland, Or., shall be finished by January 1, 1882, and 40 miles of the remaining portion each year thereafter.

ACT of July 15, 1870 (16 U. S. St. 305), provides * * * That before any lands granted to the N. P. R. R. Co. shall be conveyed to any party entitled thereto, there shall be first paid into the Treasury of the United States the cost of surveying, selecting and conveying the same.

Quantity and Description; Every alternate section of public land not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile, on each side of said railway line, as said company may adopt, through the Territories of the United States * * * and wherever the United States have full title, not reserved, sold, granted, or otherwise appropriated, and free from pre-emption or other claims or rights, at the time the line of said road is definitely fixed, and a plat thereof filed in the General Land Office, and whenever any of the said sections shall have been granted, sold, reserved, occupied by homestead settlers, or pre-empted, or otherwise disposed of, lands in lieu therefor may be selected by grantee in odd numbered alternate sections not more than ten miles beyond the limits of said alternate sections. All mineral lands, except coal and iron, are excluded, but in lieu thereof grantee may select agricultural lands in odd numbered sections nearest its lines.

Whenever 25 miles of the road are completed, patent for the lands granted opposite the same shall issue.

**Central Trust Company of New York,
TRUSTEE,
TO
Northern Pacific Railroad Company,**

**PARTIAL RELEASE OF
MORTGAGE.**

Filed for record April 26th, 1894,
at 1:40 p. m.

Recorded in Book 58 Mortgages,
page 590.

Recites—Know all men by these presents: that, Whereas, the Northern Pacific Railroad Company, by its certain mortgage or deed of trust dated the first day of September, 1879, and known as its Pend d'Oreille Division Mortgage, conveyed, by way of mortgage and in trust, to the Farmers Loan and Trust Company, of the City of New York, as trustee, among other property, that certain part and portion of the main line of the railroad of the said Railroad Company known as the Pend d'Oreille Division of the Northern Pacific Railroad, and extending from the Snake river in the State of Washington to Lake Pend d'Oreille in the State of Idaho, and also all the right, title and interest which the said railroad company then had or might thereafter become entitled to in and to all and singular the lands granted by congress to the said Northern Pacific Railroad Company to aid in the construction of its said railroad, appertaining and applicable to the said Division of said railroad, and also all indemnity lands, wheresoever situated, that should be required to make up deficiencies in the said granted lands in pursuance of the terms and provisions of said grant, and

Whereas, the said Northern Pacific Railroad Company, by its certain other mortgage or deed of trust dated the first day of January, 1881, and known as its General First Mortgage, conveyed by way of mortgage and in trust, to the Central Trust Company of New York, as trustee, among other property, its railroad from Lake Superior to Puget Sound, and also all the lands granted to it by the congress of the United States to aid in the construction and equipment of its said railroad, which includes the lands conveyed by said Division Mortgage, and

Whereas, it is provided in said Division Mortgage that said Northern Pacific Railroad Company shall be at liberty to sell the lands conveyed by said Division Mortgage at prices approved by the said The Farmers Loan and Trust Company as trustee under said Division Mortgage, and that upon deposit of the net proceeds of such sale or sales with the said trust company it shall, by deed or deeds, release the lands so sold from the lien created by said Division Mortgage, and

Whereas, pursuant to the provisions of said Division Mortgage, divers and sundry pieces and parcels of land covered by said Division Mortgage, and situate, lying and being in the County of Spokane and State of Washington, have been sold to divers and sundry persons, from time to time since the execution and delivery of said General First Mortgage, by deeds executed by the said Northern Pacific Railroad Company and by the said The Farmers Loan and Trust Company, as trustee under said Division Mortgage in which deeds the lands described therein were released from the lien of said Division Mortgage, but have not been released from the lien, if any, of said General First Mortgage, and

Whereas, said General First Mortgage of January 1, 1881, is deemed to be a cloud upon the titles of said divers and sundry grantees of said Northern Pacific Railroad Company to the land so as aforesaid conveyed to them, since the execution of the said General First Mortgage, and for the purpose of removing said cloud upon said titles certain of said grantees have demanded complying with which demand said railroad company has requested the said Central Trust Company of New York, as trustee of said General First Mortgage, to execute this release, and

Whereas, proof has been submitted to the said Central Trust Company of New York that the net proceeds received from the sales of the lands covered by said Division Mortgage have been heretofore deposited with the said The Farmers Loan and Trust Company, pursuant to the provisions of the said Division Mortgage, and used and applied by said The Farmers Loan and Trust Company toward the payment of the principal and interest of the lands secured by said Division Mortgage according to the provisions thereof, and thereby, to that extent, removing a prior incumbrance from the railroad and property covered by said General First Mortgage.

And Whereas, proof having been submitted to the said Central Trust Company of New York, that said grantees have paid for the lands so conveyed to them respectively, sums of money which, in the opinion of said Railroad Company and said The Farmers Loan and Trust Company, are a full consideration for the lands so conveyed, the said Central Trust Company of New York has agreed to release from the lien of said General First Mortgage, all the lands so as aforesaid conveyed by said Railroad Company, since the execution of the said General First Mortgage.

Now Therefore, in consideration of the premises and of the sum of one dollar to it in hand paid, receipt whereof is hereby acknowledged, the said Central Trust Company of New York, as trustee under said General First Mortgage of said Northern Pacific Railroad Company, dated the first day of January, 1881, does hereby release from the lien and incumbrance of the said General First Mortgage all those lots, pieces or parcels of land situate, lying and being in the County of Spokane, in the said State of Washington, which are described in any deed or deeds heretofore executed by the Northern Pacific Railroad Company and The Farmers Loan and Trust Company of the City of New York, as trustee under said Pend d'Oreille Division Mortgage of September 1, 1879, since the execution of said General First Mortgage.

In Witness Whereof, the said Central Trust Company of New York has caused this release to be signed by its Second Vice-President, and its corporate seal attested by its assistant secretary to be hereto affixed this fifteenth day of March, 1894.

{Corporate
Seal
C. T. Co.}

CENTRAL TRUST COMPANY OF NEW YORK, Trustee.

By E. Francis Hyde, Second Vice-President.

Attest: B. G. Mitchell, Assistant Secretary.

Signed, sealed, and delivered in the presence of: Jay R. Young, L. R. Kidder.

State of New York, City and County of New York—ss.

On this fifteenth day of March, in the year 1894, before me personally appeared E. Francis Hyde, known to me to be the Second Vice-President of the Central Trust Company, of New York, the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and official seal, at my office in the City of New York, the day and year in this certificate written.

(Notarial Seal.)

L. R. KIDDER, Notary Public (94), New York County and State.

UNITED STATES
TO
Northern Pacific Railroad Co.

PATENT.
*Book 61 Deeds, pages 566 to
621 inclusive.*

Dated May 17th, 1894.
Filed for record September 12th,
1894, at 11 a. m.
General Land Office Record, vol.
13, pp. 257 to 303 inclusive.
Seal of U. S. General Land Office
affixed.

Recites—Whereas, by the act of Congress, approved July, 1864, entitled "An act Granting Lands to aid in the construction of a Railroad and Telegraph Line from Lake Superior to Puget Sound on the Pacific Coast, by the Northern Route," and the joint resolution of May 31st, 1870, there was granted to the Northern Pacific Railroad Company, its successors and assigns, for the purpose of aiding in the construction of said railroad and telegraph line to the Pacific Coast, every alternate section of land, not mineral, designated by odd numbers, to the amount of twenty alternate sections per mile on each side of said railroad line, as said company may adopt, through the Territories of the United States, and ten alternate sections of land per mile on each side of said railroad whenever it passes through any State, and whenever on the line thereof, the United States have full title not reserved, sold or granted or otherwise appropriated, and free from all pre-emption or other claims or rights at the time the line of said road is definitely fixed and a plat thereof filed in the office of the Commissioner of the General Land Office.

And Whereas, Official statements from the Secretary of the Interior have been filed in the General Land Office showing that the Commissioners appointed by the President under the provisions of the fourth section of said act of July 2, 1864, have reported that the said Northern Pacific Railroad and Telegraph Line has been constructed and fully completed and equipped in the manner prescribed by said act and the same has been accepted by the President, from a point on Lake Superior at the city of Ashland, Wisconsin, to a point on Puget Sound at the City of Tacoma, Washington, and from the City of Portland, Oregon, to the said City of Tacoma.

And, Whereas, The following described tracts or parcels of lands are found to lie coterminus to said constructed line of road, and to be of the character of lands granted by said acts and not within the exceptions named therein, and have been fully listed by said company and submitted for patent, to-wit: North of Base Line and East of Willamette Meridian, State of Washington: Lots 1, 2, 3, 4, E $\frac{1}{2}$, NW $\frac{1}{4}$, E $\frac{1}{2}$, SW $\frac{1}{4}$ and NE $\frac{1}{4}$ of Sec. 19, Twp. 25 N., R. 43 E. W. M., containing 473.72 acres. (Also other property..

Now, Know Ye, That the United States of America, in consideration of the premises, and pursuant to the said acts of Congress, have given and granted, and by these presents do give and grant unto the said Northern Pacific Railroad Company, its successors and assigns, the tracts of land selected as aforesaid and embraced in the foregoing.

Yet excluding and excepting ALL MINERAL LANDS, should any such be found in the tracts aforesaid, but this exclusion and exception, according to the terms of the statute, "shall not be construed to include coal and iron lands."

To have and to hold the said tracts with the appurtenances thereof unto the said Northern Pacific Railroad Company, its successors and assigns, forever.

L. Q. C. Lamar, Recorder of the General Land Office.

By the President: GROVER CLEVELAND.

By M. McKean, Secretary.

Northern Pacific Railroad Co.

TO

Central Trust Company of New York,
Trustee.

Mortgage and Deed of Trust.

Date of Instrument:

JANUARY 1, 1881.

Filed and recorded in the office of
the Secretary of the Interior, at
Washington, D. C.

Consideration: Amount of bonds to be issued, not exceeding \$25,000 per mile of the whole length of the main line and branch of its Railroad. Said bonds to be used for the purpose of completing the construction and equipment thereof, and of retiring all unredeemed bonds issued to aid in the construction of the Missouri and Pend d'Oreille Division of its main line, and this instrument is executed by authority of Joint Resolution of Congress of May 31, 1870 (Vol. 16, p. 378), to secure the payment of said bonds.

Interest: 6 per cent per annum, payable semi-annually in gold coin.

Bonds Due: On January 1, 1921, at office of Railroad Company, but redeemable before maturity at a premium of 10 per cent on par value.

This Mortgage Subject to a mortgage to the Farmers' Loan and Trust Company on the Pend d'Oreille Division and on the lands appertaining thereto, and subject to the retiring or payment of the bonds secured by said mortgage, as is fully provided therein.

Release: Grantor has right to sell any of said lands, at prices approved by trustee, and trustee shall release to their purchasers of land upon payment of the proceeds of the sale to it, and the net proceeds of such sales * * * are pledged to the payment of the principal and interest of the bonds secured by this mortgage.

Default; Six months continuance of default in any interest payment or of payment into the Sinking Fund, will cause the whole principal to become due, and the trustee shall have the power to either enter upon, or to enter upon all and sell sufficient lands at auction, in the Territory wherein situated, after not less than sixty days' notice, published in one or more newspapers in the city of Boston, New York and Philadelphia, and in one or more places in said Territory; but trustee may also, at its option, proceed in the Courts.

Attorney's Fees, and all other expenses and charges caused by sales of trustee on account of default, a just allowance shall be made for.

Signature:

Corporate
Seal
N. P. R. R. CO.

Northern Pacific Railroad Company.

By Frederick Billings, President.

Attest: Sam'l Wilkeson, Secretary.

Corporate
Seal
C. T. CO. OF N. Y.

Central Trust Company of New York.

By H. F. Spaulding, President.

Attest: C. H. P. Babcock, Sec'y.

Witnesses; Robert Lenox Babcock, William H. Morse.

Description and Quantity; All its lands, tenements and hereditaments, and those which may hereafter be acquired for right of way, and all easements and appurtenances thereto appertaining, and all the railways, ways and rights of way, depot grounds, and all its rights, privileges, immunities and franchises, present and future.

Also, all the lands granted by the Congress of the United States to aid in the construction of the entire of said main line and branch railroad, being 25,600 acres of land per mile of said main line and branch through the Territories of the United States * * * and all its present and future estate, right, title, interest, claim and demand whatsoever in and to all the lands aforesaid * * * and also all its indemnity land.

ACKNOWLEDGMENTS, 2.

1. Date: January 1, 1881.
2. Officer before whom taken: Wm. H. Morse, Notary Public.
3. Where taken: City and County of New York.
4. Officials' Seals: 2.
5. The respective Presidents acknowledge, that the seals affixed are the Corporate Seals of their respective companies, that they were affixed by authority of the Board of Directors, and that said instrument was signed and executed by like authority, as the act and deed of their respective companies, for the uses and purposes therein mentioned.

Northern Pacific Railroad Co.

BY

JAMES. B. WILLIAMS, Vice-President.

Attest: SAM'L WILKESON, Secretary.

TO

THE PUBLIC.

PLAT AND DEDICATION.

Book B. Plats, Page 25.

Dated March 18, 1889.

Filed July 9, 1889, at 9:10 a. m.

Acknowledged March 18, 1889, by James B. Williams as Vice-President of the Northern Pacific Railroad Company, before L. R. Kidder, Commissioner of Deeds, in New York for Territory of Washington.

Witnesses—L. R. Kidder and Frank E. Earl.

Recites—The Northern Pacific Railroad Company, proprietor of the Fourth Addition to Railroad Addition to the City of Spokane Falls, Spokane County, Washington Territory, hereby certifies that it has caused the same to be surveyed and the annexed plat thereof to be made; that the same is surveyed and laid on the following described parcel of land, situate in the County of Spokane, Territory of Washington, that is to say, a part of Sec. 19, Twp. 25 N., R. 43, E. W. M., as shown on the diagram of said section in the annexed plat.

The widths of all streets and alleys and the sizes of all lots and blocks are as shown on the plat in figures indicating feet and decimals of a foot.

L. C. Dillman and Rebecca S. Dillman, his wife
TO
THE PUBLIC.

PLAT AND DEDICATION.
Book C Plats, Page 37.

Dated Sept. 17, 1890.
Filed Sept. 18, 1890, at 9:45 a. m.

Acknowledged September 18, 1890, before W. B. Cowgill, Notary Public, Spokane County, Washington.

Witnesses—W. B. Cowgill (Seal), Abe Baer (Seal).

Recites—Be it known by these presents that we, L. C. Dillman and Rebecca S. Dillman, his wife, of the County of Spokane, State of Washington, do hereby dedicate to the public and to the City of Spokane Falls, the streets, alleys and avenues shown on the accompanying map of First Addition to Fourth Addition to Railroad Addition to Spokane Falls, Washington, being located on the following described land:

Beginning at a point where the South right of way line of the Northern Pacific Railroad intersects the East line of the Washington street 276.25 (two hundred seventy-six and 25-100) feet to a point on the North line of Second street; thence East along the North line of Second street sixteen hundred eight and 5-10 (1608.5) feet to the East line of Section nineteen (19), Twp. 25 N., R. 43, E. W. M.; thence North along the said East line of Section 19, seven hundred and thirty-three and 5-10 (733.5) feet to a point on the South right of way line of the Northern Pacific Railroad; thence Southwesterly along the said South right of way line of the Northern Pacific Railroad sixteen hundred eighty and 5-10 (1680.5) feet to the place of beginning, containing 18.172 acres, more or less, and being situated in the NE $\frac{1}{4}$ Sec. 19, Twp. 25 N., R. 43, E. W. M., in the City of Spokane Falls, County of Spokane and State of Washington.

Excepting and reserving, however, from the dedication herein made, to the grantors, L. C. Dillman and Rebecca S. Dillman, his wife, their heirs and assigns, the right to lay and maintain gas and water pipes in all of the streets and alleys as shown upon said plat of said addition; to erect in said streets and alleys telephone, telegraph and electric light poles and maintain wires thereon to conduct the business for which they are adapted, and also to lay the said wires underground, and together also, the right to lay railroads, side-tracks in all of such alleys and avenues and streets, as shown in said tract; to lay and maintain and operate street, electric, motor or cable railways in said streets and avenues as shown on said plat.

(Signed) L. C. DILLMAN. (Seal)

REBECCA S. DILLMAN. (Seal)

L. C. Dillman and
Rebecca S. Dillman, his wife.
John H. Stone and
Emma J. Stone, his wife.
E. E. Berry (unmarried man).
Henry L. Tilton and
Caroline A. Tilton, his wife.
Wayne Ferguson and
Mary J. Ferguson, his wife.
Nelson C. Thrall and
Maggie Thrall, his wife.
L. C. Dillman.

Rebecca S. Dillman.
Wayne Ferguson,
By F. E. Goodall, Attorney in fact.
Mary J. Ferguson,
By F. E. Goodall, Attorney in fact.
Henry L. Tilton,
By Geo. H. Tilton, Attorney in fact.
Caroline A. Tilton,
By Geo. H. Tilton, Attorney in fact.
E. W. Berry.
John H. Stone.
Emma J. Stone.

QUIT CLAIM DEED.

*Book 55 Deeds,
Page 566.*

Consideration \$1.00.
Dated Sept. 19, 1893.
Filed Oct. 25th, 1893, at 3:10
p. m.

TO

Northern Pacific Railroad Company, a Corporation.

Acknowledged September 19, 1893, before George K. Stocker, Notary Public, Spokane County, Washington. Notarial Seal affixed.

Witness—George K. Stocker.

Remise, release, convey and forever quit-claim unto the said party of the second part and to their heirs and assigns, all those certain lots, pieces or parcels of land situated in the County of Spokane, State of Washington, and described as follows, to-wit:

All of Cliff Park Addition to the City of Spokane Falls, Spokane County, Wash., except lots 8 and 9, block 10; all of that part of NE $\frac{1}{4}$ Sec. 19, Twp. 25 N., R. 43, E. W. M., described as follows, to-wit: Beginning at the intersection of the north side of Second avenue and the west side of Division street; thence west along the north side of Second avenue to Saxton street; thence north along the east side of Saxton street to the south side of the N. P. R. R. right of way; thence in a northeasterly direction on a curve along the south boundary line of said right of way to the intersection of the west side of Division street; thence south along the west side of Division street to the place of beginning, being blocks numbered 1, 2, 3, 4, 7, 8, 9 and 10, First Addition to Fourth Addition to Railroad Addition to Spokane Falls (now Spokane), Washington. Also all that part of NE $\frac{1}{4}$ of Sec. 19, Twp. 25 N., R. 43, E. W. M., described as follows: Beginning at the intersection of west side of Division street and south side of Sprague avenue; thence west along the south side of Sprague avenue to the east side of Bernard street; thence south along the east side of Bernard street to the North side of N. P. R. R. right of way to place of beginning.

NELSON C. THRALL,

By A. A. Newbery, Attorney in fact.

MAGGIE THRALL,

By A. A. Newbery, Attorney in fact.

(See balance signatures at top.)

LUCY A. COWLEY, Plaintiff,
vs.
HENRY T. COWLEY, Defendant.

**STATEMENT AND CONFESSION
OF JUDGMENT.**

*State of Washington, County
of Spokane, Superior Court, Case
No. 12187.*

Filed Sept. 11, 1897.
Recorded in Journal 36, page 395.

Recites: I, Henry T. Cowley, defendant in the above entitled action, do hereby confess judgment therein, in favor of Lucy A. Cowley, plaintiff in said action, for the sum of \$18,063.00, and authorize judgment to be rendered therefor against me, with legal interest thereon from this date.

This confession of judgment is for a debt justly due and owing to said plaintiff, arising upon the following facts, to-wit: On the 12th day of September, 1891, in an action then pending in the Superior Court of Spokane County, Washington, entitled, Lucy A. Cowley vs. Henry T. Cowley, the said Lucy A. Cowley obtained a judgment against me for \$12,723.00 and costs, taxed at \$13.05, which judgment is still in full force and effect, never having been reversed, set aside or appealed from, and remains wholly unpaid. Said judgment was procured on account of money had and received, advanced and loaned by the plaintiff to me, as follows: \$8000.00 on March 8, 1890, evidenced by a note of that date for said amount, with interest at the rate of 12 per cent per annum, and \$600.00 attorney's fees; \$650.00 Sept. 8, 1890, evidenced by a note of that date for said amount, with interest thereon at 12 per cent per annum, and \$60.00 attorney's fees; \$1500.00 Feb. 13, 1891, evidenced by a note of that date for said amount, with interest at 2 per cent per month, and \$75.00 attorney's fees.

The above sum of \$18,063.00 is made up of the principal of the said judgment, together with interest thereon at the rate of 7 per cent per annum from the date thereof to the present time.

This confession and statement is designed to renew and continue in force against all the property of the defendant Henry T. Cowley the lien of said Judgment, and the Court is hereby authorized to enter a judgment accordingly.

(Signed) Henry T. Cowley.

Subscribed and sworn to Sept. 10, 1897, before Thomas B. Higgins, Notary Public in and for the State of Washington.

"Let judgment be entered against Henry T. Cowley and in favor of Lucy A. Cowley in accordance with the foregoing confession and statement."

Leander H. Prather, Judge.

GUSTAVE HANAUER, Plaintiff,
vs.
H. T COWLEY and
LUCY A. COWLEY, Defendants.

EXECUTION FOR DEFICIENCY.
State of Washington, Spokane
County, Superior Court, Case No.
1867.

Book "A" Attachments, page 438.
Filed May 11th, 1894, at 10:45 a.
m.

The State of Washington to the Sheriff of Spokane County, Greeting:

Recites: Whereas, in the Superior Court in and for Spokane County, State of Washington, on the 18th day of November, A. D. 1892, judgment was rendered in favor of Gustave Hanauer, above named Plaintiff, against H. T. Cowley and Lucy A. Cowley, above named Defendants, for the foreclosure of a certain mortgage and the sale of the mortgaged premises, to satisfy the sum found due to the said Plaintiff, for principal, interest and attorney's fees, making a total of \$57,716.20 with interest thereon from June 18th, 1892, together with costs and disbursements taxed at \$33.20 and increased costs thereon, which appears of record; in obedience to which judgment and decree, the Sheriff of Spokane County, Washington, sold the said mortgaged premises, and applied the proceeds of said sale as therein directed, and has made his return to the said Court; that there is a deficiency of such proceeds of sale, and that there is still due to the plaintiff the sum of \$40,948.05 bearing interest at the rate of 10 per cent per annum from December 24th, 1892, the date of sale of said mortgaged premises; and

Whereas, by said judgment and decree entered herein, as aforesaid, defendant, H. T. Cowley, is made personally liable therefor and for the said deficiency existing after the said sale of said mortgaged premises, to-wit: The sum of \$40,948.05 with interest thereon from the 24th day of December, 1892, at the rate of 10 per cent per annum and costs hereof and accruing costs hereon.

Therefore, in the name of the State of Washington you are hereby commanded to make said sum so due on said judgment with interest as aforesaid and costs hereof and accruing costs thereon and hereon and to satisfy the said judgment and deficiency of \$40,948.05 out of the personal estate of said defendant, H. T. Cowley, or if sufficient personal property cannot be found, then out of the real property of defendant, H. T. Cowley, in your County, belonging to him on the day and date of said judgment, to-wit: 18th day of November, 1892, or at any time thereafter, not exempt by law; and also accrued and increased costs thereon and hereon, and the same to this Court return, together with this writ, with your doings thereon, within sixty days after the date hereof, dated May 10th, 1894.

C. O. Downing, Clerk of the Superior Court in and for Spokane County, State of Washington.

By N. B. Buckler, Deputy.

State of Washington, } **ss.**
County of Spokane.

To the Auditor of Spokane County, Washington:

I, F. K. Pugh, Sheriff of said County and State, do hereby certify that by virtue of an execution, a copy of which is hereto annexed, I attach and levy upon all the right, title and interest of the within named defendant, H. T. Cowley, in and to the following described property, to-wit: The east half of the northeast quarter, and the northeast quarter of the southeast quarter of Section 19, Township 25 North, Range 43 E. W. M., in Spokane County, State of Washington, being situate in the County of Spokane and State of Washington, together with all and singular the tenements, hereditaments thereunto belonging or in anywise appertaining.

Dated this 11th day of May, 1894.

F. K. Pugh, Sheriff.
By J. F. Renner, Deputy.

Gustave Hanauer, Plaintiff,

vs.

H. T. Cowley, Defendant.

**Judgment on Promis-
sory Note.**

*State of Washington, County
of Spokane, Superior Court,
Case No. 4510.*

Filed Oct. 24, 1892.

Recorded in Journal "W," page
144.

Recites: Wherefore, it is ordered and adjudged that plaintiff, Gustave Hanauer, do have and recover of and from defendant, H. T. Cowley, the sum of \$10,200.75, with interest thereon from date hereof at the rate of 10 per cent per annum, together with costs and disbursements herein, taxed at \$20.25, and that plaintiff have execution therefor.

Done in open Court this October 24th, 1892.

R. B. Blake, Judge.

Gustave Hanauer, of Dayton, Ohio,

TO

David Bettman, of New York City, N. Y.

ASSIGNMENT OF JUDGMENTS.

Filed Nov. 6, 1896.

Recites: That party of the first part, in consideration of the sum of \$1.00, and of other good and valuable considerations to him in hand paid, receipt of which is acknowledged, does hereby sell, assign, transfer and set over to said party of the second part, two certain judgments owned by the party of the first part, and which are severally described as follows:

First.—On the 18th day of November, 1892, in an action in the Superior Court of the State of Washington, in and for the County of Spokane, the said party of the first part as plaintiff, duly recovered a judgment against H. T. Cowley and Lucy A. Cowley, as defendants, for the foreclosure of a mortgage and sale of certain real estate in the State of Washington, and for the payment therefrom of the mortgage debt therein mentioned, then amounting as appears by the said judgment duly entered in said Court, to \$56,716.20 and \$1000 attorney's fees, and with interest on said sum at 10 per cent per annum from June 18, 1892, and embodied in said judgment was a further decretal order, that if said premises or sale thereunder produced less net, than said judgment debt, costs, interest and expenses of sale, that then, and in that event, the said plaintiff have judgment in said action for such deficiency and execution therefor to collect the same out of and from the property of the defendants or the defendant therein liable for said debt.

That by a subsequent entry of record in said Court, in said action designated in said entry as No. 1867, it appears that said mortgaged premises were sold in said action pursuant to the judgment of sale, and realized but \$20,000.00, leaving a deficiency unpaid on said mortgage debt, of \$40,948.05, and due and owing upon said judgment, and for which deficiency as appears by a duly certified copy of said judgment record, the said plaintiff thereupon recovered against said defendants a judgment with interest on said deficiency from Dec. 22, 1892.

Said sale was duly confirmed by said Court, on the 30th day of March, 1892, and said party of the first part, covenants with said party of the second part, that the said \$40,948.05 and interest thereon from Dec. 24, 1892, is still due and unpaid on said judgment, and that there are no defenses against the same, nor has said deficiency judgment or demand been in any way or by any means lessened, impaired, satisfied or discharged.

Note.—The premises set out in Sheriff's sale in above action are described as Sec. 17, Twp 25 N., R. 44 E. W. M.—Abstracter.

Second.—In an action in the Superior Court of the State of Washington, in and for the County of Spokane, on the 24th day of October, 1892, between said Gustave Hanauer, plaintiff, and H. T. Cowley, defendant, judgment or action numbered 4510, said Gustave Hanauer, as plaintiff, recovered a judgment against said H. T. Cowley, defendant, for the sum of \$10,200.75 with interest thereon from that date at 10 per cent per annum, and costs and disbursements \$20.25. This judgment said Hanauer also agrees with said Bettman, is still wholly unpaid, due and owing for the full amount by said defendant, and that the same has not been in any way diminished or impaired, satisfied or discharged.

And it is further agreed, that said party of the second part, may at his own discretion and his own costs, either in his own name or in the name of said Hanauer, take such measures to collect, receive, satisfy, compromise or enforce said judgment as he may deem to his interest, employing such person or means to that end as he may deem best.

Dated Oct. 29, 1896.

Two witnesses.

(Signed) Gustave Hanauer.

Acknowledged Oct. 29, 1896, before Wilbert C. Miller, Notary Public, Montgomery Co., Ohio. (No Seal.)

MARCUS A. BETTMAN, residing at No. 137 West 75th Street, in the City and County of New York, and DAVID BETTMAN, residing at No. 48 East 72d Street, in the City and County of New York, hitherto composing the partnership of M. A. & D. BETTMAN, doing business at No. 18 Broadway, as oil producers and dealers in real estate,

To

EMANUEL W. BLOOMINGDALE, residing at No. 644 Madison Avenue, in the said City and County of New York.

GENERAL ASSIGNMENT.

Book F. Miscellaneous; page 204.

Dated March 5th, 1898.

Filed March 11th, 1898, at 4:51 p. m.

Acknowledged March 5th, 1898, by Marcus A. Bettman, David Bettman and Emanuel W. Bloomingdale, before Moses J. Sneudin, Notary Public, New York County, New York. (Seal.)

Certificate of Wm. Sohmer, Clerk of said County, attached, dated March 5th, 1898, to effect that within is a true and correct transcript of the original, and of the whole thereof as recorded in his office March 5th, 1898, at 11:45 M. (Seal.)

Witnesses—Moses J. Sneudin

First parties, in consideration of \$1.00 to them in hand respectively paid by the party of the second part, receipt of which is acknowledged, do grant, bargain, sell, assign, deliver over and convey unto the party of the second part, his successors and assigns, all and singular the estate and property, real and personal, of every kind and nature, and wheresoever the same may be, of the said parties of the first part, which is held or owned by them as such co-partnership firm as aforesaid, to have and to hold the same and every part and parcel thereof, with the appurtenances, to said party of the second part, his successors and assigns, in trust, nevertheless, to take possession of said property and estate, and to sell, dispose of and convert the same into money; to collect any and all bills, promissory notes, bonds, accounts, choses in action, claims, demands and money due or owing the said parties of the first part as such co-partnership, so far as the same shall be collectible; out of the proceeds realized to retain his costs, charges, expenses and commission, and to pay out of residue, first, the amount due employees of said parties of the first part, and from the residue then remaining to pay creditors of said co-partnership or firm without priority or preference, in full, if sufficient funds be had, if not, then ratably in proportion to the amount due each creditor respectively; out of residue then remaining, if any, to pay private and individual debts of the parties of the first part, provided the individual amounts of each does not exceed his portion of the surplus that may remain after paying all the partnership debts, and, if it should, then his interest in said surplus is to be divided pro rata among his individual creditors, in proportion to their respective demands; to sign the co-partnership name to any instrument in writing of any name, kind or nature, which may be necessary to more fully carry into effect the object, design and purpose of this trust.

(Signed) Marcus A. Bettman (Seal)
David Bettman (Seal)
Emanuel W. Bloomingdale (Seal)

EMANUEL W. BLOOMINGDALE,
as general assignee for the bene-
fit of creditors of M. A. & D.
Bettman, of the city, county and
state of New York.

TO

FRANK H GRAVES, of Spokane.

ASSIGNMENT OF JUDGMENTS.

Entered in Execution Docket "K,"
pages 491 and 492.

Dated Feb. 27th, 1900.

Filed April 23d, 1900, at 9:55 a. m.

Acknowledged Feb. 27, 1900, by Emanuel W. Bloomingdale as assignee of M. A. & D. Bettman, before Eli M. Cohen, Notary Public, New York County, New York. (Seal)

Certificate of conformity attached dated Feb. 28, 1900, by Wm. Sohmer, Clerk of the County of New York. (Seal) (\$0.10 I. R.)
Witness—Eli M. Cohen.

Recites: Whereas, on the 18th day of November, 1892, Judgment was entered in the Superior Court of the County of Spokane, State of Washington, in favor of Gustave Hanauer and against H. T. Cowley and Lucy A. Cowley, in the sum of \$40,948.05; which judgment was superseded by another judgment for said sum of \$40,948.05, and entered on the 23d day of August, 1897, in the Superior Court of the State of Washington, County of Spokane, in Journal No. 36 of said Court, pages 389 and 390; and

Whereas, on the 24th day of October, 1892, a certain other judgment was entered in the Superior Court of the County of Spokane, State of Washington, in favor of the said Gustave Hanauer and against H. T. Cowley in the sum of \$10,200.75, which judgment was superseded by another judgment for said sum of \$10,200.75, and entered on the 23d day of August, 1897, in the Superior Court of the State of Washington, County of Spokane, in Journal No. 36 of said Court, at page 389; and

Whereas, the said Gustave Hanauer did thereafter sell, assign, transfer and set over the said judgments to David Bettman; and

Whereas, the said judgments were heretofore and on the 5th day of March, 1898, by the said David Bettman duly assigned to Emanuel W. Bloomingdale, the party of the first part, by instrument of general assignment for the benefit of creditors.

Now this Indenture Witnesseth: That the said party of the first part, in consideration of twenty thousand (\$20,000) dollars, and other valuable consideration to him duly paid, has sold, and by these presents does assign, transfer and set over unto said party of the second part, and his assigns, the said judgments and all sum or sums of money that may be had or obtained by means thereof, or in any proceedings to be had thereupon; and the said party of the first part hereby constitutes and appoints the said party of the second part, and his assigns, his true and lawful attorney irrevocable, with power of substitution and revocation, for the use and at the proper costs and charges of the said party of the second part to ask, demand and receive and to sue out executions and take all lawful ways for the recovery of the money due or to become due on the said judgments; and on payment to acknowledge satisfaction or discharge the same. And attorneys one or more under him for the purpose aforesaid to make and substitute and at pleasure to revoke; hereby ratifying and confirming all that his said attorney, or substitute, shall lawfully do in the premises.

And the said party of the first part does covenant that there is now due on the said judgments the sum of \$40,948.05 with all interest accrued or to accrue thereon, and that he will not collect or receive the same or any part thereof, nor release or discharge the said judgments, but will own and allow all lawful proceedings therein, the said party of the second part saving the said party of the first part harmless of and from any costs in the premises.

The instrument herewith executed and delivered is made on the sanction of an order or decree of the Supreme Court of the State of New York made and entered in the office of the Clerk of the County of New York on the 21st day of November, 1899, which order was amended by an order dated the 7th day of February, 1900.

(Signed) Emanuel W. Bloomingdale, (Seal)
Assignee, etc.

DAVID BETTMAN, of New York, N. Y.,

TO

FRANK H. GRAVES, of Spokane, Wash'n.

ASSIGNMENT OF JUDGMENTS.

Entered in Execution Docket "K,"
pages 491 and 492.

Dated Feb. 28, 1900.

Filed April 23d, 1900, at 9:55 a. m.

Acknowledged Feb. 28, 1900, by David Bettman, before Eli M. Cohen, Notary Public, New York County, N. Y. (Seal)

Certificate of conformity attached, dated Feb. 28, 1900, by Wm. Sohmers, Clerk of the County of New York. (Seal) (\$0.10 I. R.)

Witness—Eli M. Cohen.

Recites: Whereas, on the 18th day of November, 1892, judgment was entered in the Superior Court of the County of Spokane, State of Washington, in favor of Gustave Hanauer, and against H. T. Cowley and Lucy A. Cowley in the sum of \$40,948.05, which judgment was superseded by another judgment for said sum of \$40,948.05, and entered on the 23d day of August, 1897, in the Superior Court of the State of Washington, County of Spokane, in Journal No. 36 of said Court, pages 389 and 390; and

Whereas, on the 24th day of October, 1892, a certain other judgment was entered in the Superior Court of the County of Spokane, State of Washington, in favor of the said Gustave Hanauer, and against H. T. Cowley, in the sum of \$10,200.75, which judgment was superseded by another judgment for said sum of \$10,200.75, and entered on the 23d day of August, 1897, in the Superior Court of the State of Washington, County of Spokane, in Journal No. 36 of said Court, at page 389; and

Whereas, the said Gustave Hanauer did thereafter sell, assign, transfer and set over the said judgments to David Bettman, the party of the first part; and

Whereas, the said judgments were heretofore, and on the 5th day of March, 1898, by the said David Bettman, the party of the first part, duly assigned to Emanuel W. Bloomingdale, by instrument of general assignment for the benefit of creditors.

Now this Indenture Witnesseth: That the said party of the first part, in consideration of one dollar and other valuable considerations to him duly paid, has sold, and by these presents does assign, transfer and set over unto the said party of the second part and his assigns, all his right, title and interest in the said judgments and in all sum or sums of money that may be had or obtained by means thereof, or in any proceedings to be had thereupon; and the said party of the first part hereby constitutes and appoints the said party of the second part, and his assigns, his true and lawful attorney, irrevocable, with power of substitution and revocation, for the use and at the proper costs and charges of the said party of the second part to ask, demand and receive, and to sue out executions, and take all lawful ways for the recovery of the money due or to become due on the said judgments; and on payment to acknowledge satisfaction or discharge the same. And attorneys one or more under him for the purpose aforesaid to make and substitute and at pleasure to revoke; hereby ratifying and confirming all that his said attorney or substitute shall lawfully do in the premises.

And the said party of the first part does covenant that there is now due on said judgments the sum of \$40,948.05 with all interest accrued or to accrue thereon, and the sum of \$10,200.75 with all interest accrued or to accrue thereon, and that he will not collect or receive the same or any part thereof, nor release or discharge the said judgments; but will own and allow all lawful proceedings therein, the said party of the second part saving the said party of the first part harmless of and from any costs in the premises.

(Signed) David Bettman, (Seal)

Vulcan Placer Mining Claim.

NOTICE OF LOCATION.

Filed Dec. 16th, 1897,

Recorded in Book "C" Quartz Locations, page 36.

Recites: Notice is hereby given that the undersigned, W. B. Ramsey, J. O. Hawkins, Theodore Cook and W. L. Bergman, citizens of the United States, associated together, having complied with the requirements of Chapter 6, Title 32, Revised Statutes of the United States, and local custom, laws and regulations, have located 80 acres as Placer Claim, the following premises, siting and being in an unorganized mining district, in the County of Spokane, State of Washington, and described as follows, to-wit:

The E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25, N. R. 43 E. W. M., and more particularly described as follows:

Beginning at a post number one (1), being a post four (4) inches square and set in the ground firmly at the South East corner of Section nineteen (19), Township twenty-five (25) North of Range forty-three (43) E. W. M., thence North 160 rods to a post marked number two (2) set in the ground at the North East corner of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25, N. R. 43, E. W. M., thence West 80 rods to a post set in the ground and marked number three (3) at the North West corner of the E. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Sec. 19, Twp 25, N. R. 43, E. W. M., thence South 160 rods to a post set in the ground and marked number four (4), which post is set at the South West corner of the E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25, N. R. 43, E. W. M., thence East 80 rods to the place of beginning, said tract above described containing 80 acres, according to a survey thereof as shown by a plat on file in the United States Land Office, at Spokane, Washington.

Said eighty acres of ground being located as a placer claim, the undersigned locators having discovered on said ground a valuable deposit of Kaolin and fire clay, discovered this 16th day of December, 1897, located this 16th day of December, 1897.

This claim shall be known as the Vulcan Placer Mining claim.

Witness—W. H. Ludden.

Locators: W. B. Ramsey,
J. O. Hawkins
Theodore Cook
W. L. Bergman

THEODORE COOK.

AFFIDAVIT.

Filed Dec. 28th, 1898, at 1:41 p. m.

Recorded in Book "F" Miscellaneous Records, page 385.

State of Washington, } **ss.**
County of Spokane.

Before me the subscriber personally appeared Theodore Cook, who being first duly sworn saith, That at least Four Hundred (\$400.00) Dollars worth of work or improvements were performed or made upon the "Vulcan" placer mining claim, situated in the Spokane Mining District, unorganized, about one mile and a half south of the big falls in the Spokane River, being the E. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25 N., Range 43, E. W. M., between the 1st day of January, A. D. 1898, and the 31st day of December, 1898, such expenditure was made by or at the expense of the locators or owners of said claim, the subscriber hereto being one of said locators and owners, and the said work was done for the purpose of developing the said claim and complying with the law and holding said claim.

Theodore Cook.

Subscribed and sworn to before me this 26th day of December, A. D. 1898.

(SEAL)

Matthew E. Logan,
Notary Public for Washington, residing at Spokane, Wash.

Notice of Placer Location

BY

WILLIAM M. SHAW.

Recorded in Book "C" Quartz Locations, page 60.

Filed Sept. 27th, 1898, at 11:10 a. m.

Sworn to Sept. 26th, 1898, before Samuel R. Stern, Notary Public, in and for the State of Washington, residing at Spokane. (Seal)

Recites: Notice is hereby given that a placer mining claim has been discovered at or near the point where this notice is posted, bearing a valuable deposit of fire clay, and that the undersigned, William M. Shaw, citizen of the United States, or have declared intention to become such, and is of lawful age, has on this 26th day of September, A. D. 1898, under the provisions of Chapter VI of Title XXXII of the Revised Statutes of the United States and acts amendatory thereto, located a mining claim to be known as the Lincoln Placer Mine, situated on the top of the hill Southeast of the City of Spokane, Washington, and in what is known as Second Addition to Railroad Addition to the City of Spokane Falls, now Spokane, Washington—in.....Mining District, —Spokane County, State of Washington, the said claim being for 20 acres of surface ground together with the water existing upon or flowing across the said claim, with the right to use and operate all or any portion thereof in any manner deemed advisable for the most effectual development and working of the said placer mining claim, and it is the intention of the locator to hold and work the said mine under the said provisions of the said Statutes and in accordance with the mining laws of Washington, and the local rules and customs of miners.

The adjoining claims areThe boundaries and location of the said mining claim being more particularly described according to the survey thereof as follows, to-wit:

The S. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ of Sec. 19, Twp 25, N. R. 43.

William M. Shaw.

Northern Pacific Railroad Company, and Northern Pacific Railway Company, corporation

TO

Henry T. Cowley.

QUIT-CLAIM DEED.

(No. 1239) Pend d' Oreille Division.

Recorded in Book ... Deeds, page ...

Filed March 26, 1900 at 1:20 p. m.

Dated May 12, 1898.

Consideration \$1.00.

Document No. 38564.

Acknowledged June 1, 1898, by C. S. Mellen and Geo. H. Earl, President and Secretary respectively, of the Northern Pacific Railroad Company, before Geo. A. Brewster, Notary Public, New York County, New York, residing at No. 243 New York, N.Y. (Seal).

Acknowledged May 28th, 1898, by C. S. Mellen and W. H. Gemmell, President and Ass't Sec'y respectively, of the Northern Pacific Railway Company, before P. W. Corbett, Notary Public, Ramsey County, Minn., residing at St. Paul, Minn. (Seal)

Four witnesses.

Recites: That the said parties of the first part, in pursuance of, and in compliance with, the decree of the Court, to-wit: The Circuit Court of the United States in and for the District of Washington, Eastern Division, holding terms at Spokane, Washington, in the action therein pending between Henry T. Cowley, complainant, and the Northern Pacific Railroad Company and the Northern Pacific Railway Company, defendants, which said decree was entered on the 25th day of April, 1898, do hereby remise, release, convey and forever quit-claim unto the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land lying and being in the County of Spokane, State of Washington (save and except therefrom lots and blocks hereinafter mentioned), set forth and described as follows, to-wit:

The E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ and N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25 N., R. 43, E. W. M., save and except, and omitting from said described lands and this deed, and not hereby conveyed, the following: A strip or parcel of land 200 feet in width on each side of the main line of the railroad of defendants, as the same is constructed through the above mentioned lands and across the above mentioned section; and also excepting and omitting from said portion of said section nineteen above described, the following described pieces and parcels of land, that is to say:

Blocks 78, 79, 88, 89, 91, 98, 99, 100, and Lots 1, 2, 3, 4, 6, 7, 8, 9, 11 and 12 in Block 90 in Second Addition to Railroad Addition to the City of Spokane.

Also Lots 9 and 10 in Block 113, and Lots 18 and 19 and 20 in Block 114, and Lots 29, 30 and 31 in Block 116, in Fourth Addition to Railroad Addition to the City of Spokane.

Also all that portion of said lands included within Fern Hill Addition to said City of Spokane.

Also all that portion of the premises described in the bill of complaint which is or may be included in Blocks 77, 80, 87, 92 and 97 of Second Addition to Railroad Addition to the City of Spokane, according to the blocks and lots platted by defendant the Railroad Company, or by other parties not the plaintiff, as additions to the City of Spokane.

To have and to hold the said premises other than the pieces and parcels hereinbefore excepted and omitted from this deed of conveyance, together with all hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the said party of the second part, his heirs and assigns, forever; and the said tracts and parcels so excepted and omitted from this conveyance to be and remain in, and held by, the present owners thereof; that is, that said second party, his heirs, executors, administrators and assigns, shall not have or be entitled to any interest in said excepted premises.

(Signed) Northern Pacific Railroad Company (Seal)

By C. S. Mellen, President.

Attest: Geo. H. Earl, Secretary.

Northern Pacific Railway Company (Seal)

By C. S. Mellen, President.

Attest: W. H. Gemmell, Assistant Secretary.

Note.—Above taken from original instrument.—Abstra :

**Henry T. Cowley, and Lucy A. Cowley,
husband and wife,**

TO

**George Turner, Frank H. Graves, R. B.
Blake and W. M. Ridpath.**

WARRANTY DEED.

Book ... Deeds, page ...

Filed March 26th, 1900, at 1:22 p.
m.

Dated Jan. 23, 1899.

Consideration \$1.00 and other val-
uable considerations.

Document No. 38565.

Acknowledged by both parties Jan. 23, 1899, before Thomas B. Higgins, Notary Public, Spokane Co., Wash., residing at Spo-
kane, Wash. (Seal)
Witness—Thos. B. Higgins.

Grant, Bargain, Sell and Convey unto the said parties of the second part, their heirs and assigns, forever, land in Spokane
County, Washington, to-wit:

An undivided three-eighths (3-8) interest in and to the E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ and the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25
N., R. 43, E. W. M., save and except, and omitting from said described lands and this deed, and not hereby conveyed, the following:
A strip of land 200 feet in width on each side of the main line of the Northern Pacific Railroad, as the same is constructed through
the above mentioned lands, and across the above mentioned section; and also excepting and omitting from said portion of said
section nineteen, above described, the following described pieces and parcels of land, that is to say:

Blocks 78, 79, 88, 91, 98, 99, 100, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12 in Block 90 in Second Addition to Railroad Addition
to the City of Spokane.

Also, Lots 9 and 10 in Block 113, and Lots 18, 19 and 20 in Block 114, and Lots 29, 30 and 31 in Block 116 in Fourth Addition
to Railroad Addition to the City of Spokane.

Also, all that portion of said lands included within Fern Hill Addition to said City of Spokane.

Also, all that portion of the premises described in the bill of complaint which is or may be included in Blocks 77, 80, 87, 92, 97
of Second Addition to Railroad Addition to Railroad Addition to the City of Spokane.

According to the lots and blocks platted by the Northern Pacific Railroad Company, or by other parties as additions to the
City of Spokane.

Covenant for seizin, good right to convey, against incumbrance and for warranty.

(Signed) Henry T. Cowley (Seal)
Lucy A. Cowley (Seal)

Note.—Above taken from original instrument—Abstractor.

Henry T. Cowley and Lucy A. Cowley, husband and wife; George Turner and Bertha Turner, husband and wife; Frank H. Graves and Maude F. Graves, husband and wife, William M. Ridpath,; Richard B. Blake and Antionette E. Blake, husband and wife,

To

Richard B. Blake, Trustee.

TRUST DEED.

Book ... Deeds, page ...

Filed March 26, 1900, at 1:25 p. m.

Consideration \$1.00 and other valuable considerations.

Dated Nov. 24, 1899.

Document. No. 38566.

Acknowledged Dec. 9, 1899, by George Turner and Bertha Turner, husband and wife, before Howard S. Reeside, Notary Public, District of Columbia, City of Washington. (Seal)

Acknowledged Nov. 24, 1899, by Henry T. Cowley and Lucy A. Cowley, his wife; Frank H. Graves and Maude F. Graves, his wife; Richard B. Blake and Antionette E. Blake, his wife; William Ridpath, and by William Ridpath as the Attorney in fact for Sarah J. Ridpath, his wife, before Mark F. Mendenhall, Notary Public, Spokane County, Washington, residing at Spokane, Washington. (Seal)

A. H. Iris and Mathu Toklas, witnesses to Turner et ux. Mark F. Mendenhall and Thomas B. Higgins, witnesses to all the other grantors.

Grant, Bargain, Sell and Convey unto said party of the second part, his successors, heirs and assigns, forever, land in Spokane County, Washington, to-wit:

The E. $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ and the N. E. $\frac{1}{4}$ of the S. E. $\frac{1}{4}$ of Sec. 19, Twp 25 N., R. 43, E. W. M., except certain portions of said lands heretofore platted into blocks and lots by the Northern Pacific Railroad Company, and others, as additions to the City of Spokane, the lots and blocks hereby excepted, being described as follows, in the original plats of said Additions:

Blocks 78, 79, 88, 89, 91, 98, 99, 100, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12 in Block 90 in Second Addition to Railroad Addition to the City of Spokane.

Also Lots 9 and 10 in Block 113, and Lots 18, 19 and 20 in Block 114, and Lots 29, 30 and 31 in Block 116 in Fourth Addition to Railroad Addition to the City of Spokane.

Also all that portion of said lands included within Fern Hill Addition to said City of Spokane.

Also all that portion of the premises described in the bill of complaint which is or may be included in Blocks 77, 80, 87, 92 and 97 of Second Addition to Railroad Addition to the City of Spokane.

To have and to hold to the said party of the second part, his successors, heirs and assigns, forever, in trust, however, for the uses and purposes and upon the terms and conditions and agreement herein set forth and declared, and not otherwise.

I. To plat and lay off in City lots and blocks the said real estate and dedicate to the public, such streets and alleys as may be indicated on such plat or plats; and said trustee shall have power to bargain and sell said real estate, either as a whole or in parcels, upon such terms and conditions and under such covenants as said trustee shall think fit, and to make, execute and deliver all contracts, deeds and other written instruments that may be necessary in the premises; to receive and accept the purchase money of such sales together with such notes or other evidences of debt, as well as mortgages to secure the same, as may be given to secure the purchase money; and upon the payment of the purchase money to give receipts and acquittances therefor and release any and all mortgages that may be given to secure the same.

It is hereby stipulated and covenanted by the first parties that the deed of said trustee shall be effectual to pass a full and perfect title to any and all of said real estate, and purchasers thereof shall not be held accountable for the disposition of the purchase money after it shall have been paid to the trustee.

II. To have and to hold the proceeds of the sale of said real estate and to pay out and distribute the same as follows:

(a) To pay the costs, disbursements and expenses attendant upon the execution of the trust.

(b) To take up and pay outstanding tax certificates upon said real estate and to pay accrued and accruing taxes thereon.

(c) To pay out of the portion belonging to the grantors, Henry T. Cowley and Lucy A. Cowley, the sum of \$24,000 with 8 per cent interest per annum thereon, which sum has been advanced by the grantors, George Turner, Frank H. Graves, William M. Ridpath and Richard B. Blake to settle what is known as the Hanauer judgments.

(d) To pay to the grantors, Frank H. Graves and Richard B. Blake, the costs and disbursements incurred in those two certain actions brought by the grantors, one in the Superior Court and one in the United States Circuit Court against the City of Spokane, for the cancellation of Street Grade, Sidewalk and other assessments against certain portions of said lands, together with a reasonable attorney's fee for the professional services of said Graves and Blake in the prosecution of said actions.

(e) To pay over and distribute the residue of said proceeds to the grantors herein in the following proportions, to-wit:

To Henry T. Cowley five-eighths (5-8) thereof and to each, said George Turner, Frank H. Graves, William M. Ridpath and Richard B. Blake, three thirty-seconds (3-32) thereof.

III. If, at the end of two years from the date of this deed, any of said real estate shall remain unsold, the same shall be re-conveyed by the said trustee to the grantors herein, to be held by them in the same proportion as before the execution of this instrument, provided such reconveyance be deemed by the grantors, or such other disposition of the real estate remaining unsold, shall be made, as may be agreed upon by all of the grantors herein.

Covenant for seizin, good right to convey, against incumbrances, and for warranty.

(Signed) Henry T. Cowley.
Lucy A. Cowley.
George Turner.
Bertha Turner.
Frank H. Graves.
Maude F. Graves.
W. M. Ridpath.
Sarah J. Ridpath,
By W. M. Ridpath, her Attorney-in-fact.
Richard B. Blake.
Antoinette B. Blake.

Note.—Above taken from original instrument.—Abstractor.

H. T. Cowley, and Lucy A. Cow-
ley, husband and wife,
with
F. Annetta Oliver.

AGREEMENT FOR DEED.

Book "G" Misc., page 526.

Filed April 27th 1899, at 4:03 p.
m.

Dated Sept. 30th, 1898.

Consideration \$100.00 and other
considerations.

Document No. 28685.

Acknowledged Sept, 1898, by H. T. Cowley, Lucy A. Cowley and Edward Oliver, before C. H. Rogers, Notary Public, Spo-
kane County, Wash'n, residing at Spokane, Wash'n. (Seal)—not shown of record.

Witnesses—W. S. Rogers and S. Rogers.

On the completion of a two-story frame dwelling on the S. . . cor. of Sixth and Division Sts. in the City of Spokane, Washington,
and on receipt of \$100.00 in cash, the parties of the first part agree to convey by Warranty Deed to second party lots 1 and 2 in
Block 112 in the Fourth Addition to Railroad Addition to the City of Spokane, Washington, as appears from the official plat on
file in the office of the County Auditor, in the County of Spokane, State of Washington, and further described as the Southeast
corner of Second and Brown Streets in said City. Said deed to issue on or before May 1, 1900.

First parties to perfect their title and retain the ownership of said premises until transfer is made to second party. In case
of failure on the part of first parties to perfect title or make the transfer, the sum of \$800.00 with 10 per cent interest to be paid
second party in lieu of deed.

Said second party to have immediate possession of said premises with permission to build residence, barn or any other per-
manent fixtures thereon, and in case transfer of said premises cannot be made, second party can remove such fixtures therefrom,
and the same shall not accrue to the benefit of said first parties.

(Signed) H. T. Cowley.
Lucy A. Cowley.
F. Annetta Oliver.
E. A. Oliver.

Washington Mill Company, a corporation.

vs.

F. A. & E. A. Oliver.

MECHANICS' LIEN.

Book "G" Liens, page 307.

Filed June 19, 1899, at 2:50 p. m.

Document No. 30008.

Claim of lien for material furnished in the construction of a frame building upon lots 1 and 2, Block 112, Fourth Addition to Railroad Addition to Spokane, in Spokane County, State of Washington. The furnishing of said material was between dates, March 13th, 1899, and March 27th, 1899, and was of the value of \$71.64.

Amount claimed \$10.00.

Washington Mill Co.,
Claimant.

Verified June 19, 1899, before R. J. Danson, Notary Public, residing at Spokane, Washington. (Seal)

Henry T. Cowley and Lucy A. Cowley; George Turner and Betty Turner; R. B. Blake and Antoinette Blake; William M. Ridpath and Sarah Ridpath; Frank H. Graves and Maude F. Graves, Complainants,

vs.

The City of Spokane, W. S. McCrea, David Bettman and E. W. Bloomingdale, Defendants.

DECREE.

*In the Circuit Court of the
United States, District of Wash-
ington, Eastern Division.*

Filed April 14, 1900.

Case No. 671.

Recites: This cause coming on to be heard upon the bill of complaint and answer thereto, and upon replication and upon the facts stipulated by the parties, and the Court having listened to argument and the Court being fully advised in the premises:

Now, therefore, it is Ordered, Adjudged and Decreed that plaintiffs are entitled to no relief as to Sprague Avenue, mentioned in said bill and said stipulation of facts, and as to that part of Bernard Street mentioned in said bill and stipulation of facts, which is South of Third Avenue, and as to all Fernhill Addition, mentioned in the bill and said stipulation of facts.

It is further Ordered, Adjudged and Decreed that plaintiffs are the owners in fee simple, as alleged in their complaint, of all that portion of the real estate described therein, being in said bill described as Cliff Park Addition and of First Addition to Fourth Addition to Railroad Addition, and defendants are perpetually enjoined and restrained from interfering with said real estate, or any portion thereof, whether the same, or any part thereof, has been heretofore dedicated and laid out in streets by the Railroad Company and its assigns, or not. Defendants are perpetually enjoined and restrained from interfering with the possession by plaintiffs of said real estate, or any part thereof, under any guise or pretense whatsoever. This provision of the decree, however, does not apply or extend to Pacific Avenue and Second Avenue in said First Addition to Fourth Addition to Railroad Addition.

It is further Ordered, Adjudged and Decreed that the pretended assessment levied by the City upon the property described in the bill of complaint, except Fernhill Addition, and except Blocks 100, 99, 98, 97, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 and 12 in Block 90, Blocks 91, 92, 89, 88, 87, 79 and 80 in Second Addition to Railroad Addition, and except Blocks 77 and 78 and Lots 18, 19 and 20 in Block 114, and Lots 9 and 10 in Block 113, and Lot 30 in Block 116, all in Fourth Addition to Railroad Addition, be, and the same are hereby, declared null and void, and not a lien upon the real estate described in the bill, with the exceptions above stated.

It is further Ordered, Adjudged and Decreed that defendants, and each of them, be, and they are, hereby enjoined and restrained from interfering, or attempting to interfere with said assessments, or any part thereof, by any process, either in any court, or by any process of non-judicial sale, or otherwise, or at all.

It is further Ordered, Adjudged and Decreed that said assessments be cancelled by the proper City officers, and that the same be, and hereby are, declared not to be a lien upon said lands, or any part or parcel thereof; and

It is further Ordered, Adjudged and Decreed that defendants and each of them, be, and they hereby are, restrained from levying any further or other assessment or re-assessment for the purpose of paying for improvements heretofore made on the said streets mentioned in the bill, or any part or parcel thereof. The streets covered by this decree upon which improvements have heretofore been, and yet are to be made by the City, for which assessment and re-assessment have heretofore been attempted be levied by the City are Second Avenue, Third Avenue, Fourth Avenue and Eighth Avenue.

It is further Ordered, Adjudged and Decreed that complainants have their costs.

Done in open Court this 14th day of April, 1900.

C. H. Hanford, Judge.

Statement of Taxes and Tax Delinquencies.

1892—
1893—
1894—
1895—
1896—
1897—
1898—
1899—

} NOT EXAMINED: (*See decree Federal Court.*)

Sidewalk—
Sewer—
Street Grade—

} NOT EXAMINED: (*See decree Federal Court.*)

STATE OF WASHINGTON, }
County of Spokane, } ss.

The NORTHWESTERN ABSTRACT COMPANY certifies that the foregoing abstract of title (sheets one to twenty-eight inclusive) contains and embraces true and literal extracts from all instruments on file and of record in the office of the Auditor of Spokane County, Washington, affecting the title to the premises described in the caption thereof.

That there are no judgments, attachments, mechanics' liens, which are liens upon said lands and premises described in caption hereof.

That there are no suits pending in any of the courts of said County, which are liens or charges upon said lands, except as in the respective statements of such liens to this abstract attached and made a part thereof.

Dated this 26th day of April, 1900, at 5:00 p. m.

NORTHWESTERN ABSTRACT COMPANY,

By D. H. ULRICH, Manager.