

W. E. Murrey et al. to W. B. Peacock

This Indenture, Made this first day of March, 1904 by and between W. E. Murrey and Kathlene A. Murrey, his wife, and Rose E. Murrey and C. H. Murrey, her husband, of Portland, Oregon, parties of the first part and Walter B. Peacock, party of the second part, Witnesseth, that the said parties of the first part, for and in consideration of the sum of Three Thousand <\$3000.00> Dollars, to them paid by the party of the ~~for~~ second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey to the party of the second part, his heirs, executors, administrators and assigns, all the following described premises, situate in the County of Multnomah and State of Washington, and more particularly bounded and described as follows, to wit:

The West half of the South West quarter of Section Twenty six <26>, the East half of the Southeast quarter and the North west quarter of the South East quarter of Section Twenty seven <27> all in Township Two <2> North, Range six <6> East of the Willamette Meridian and containing Two hundred <200> acres more or less.

<It is hereby agreed and covenanted to that in case of foreclosure of this mortgage the said mortgagee, his heirs, executors, administrators or assigns shall have and the take a deficiency judgment against said mortgagors for any balance due and cents which may remain unsatisfied after the sale of the herein described real property under such foreclosure proceedings.

Together with all their right, title and interest in and to the same, including dower and claims of dower; To have and to hold the said described premises, together with all and the tenements, hereditaments, appurtenances and belonging thereto attached or in any wise appertaining, with all the rents, issues and profits thereof and emblements thereon, and fixtures thereto attached, to the benefit and behoof of the party of the second part, his heirs, executors, administrators or assigns forever.

Nevertheless, this conveyance is intended to be a mortgage upon the premises described to secure the payment of the sum of Three Thousand <\$3000.00> Dollars, Gold coin of the United States of America, according to the tenor and effect of a certain promissory note of even date herewith, executed and delivered by the said parties of the first part, and payable to the order of the said party of the second part Three <3> years from date thereof, with interest at the rate of $6\frac{1}{2}$ per cent. per annum until its maturity, according to the terms and conditions of Six <6> coupons thereunto attached payable respectively on the first day of September 1904 and the first day of March 1905 and each and every six month thereafter, until all of said coupons are paid, the said principal and interest payable at the office of the Shaw - Fox Company, Portland, Oregon.

The said parties of the first part hereby agree to pay said note and interest coupons at the times hereinbefore designated, and not later than ten days before the same becomes delinquent to pay and extinguish all taxes and other public charges that may be levied or assessed upon said premises and this mortgage and the note hereby secured, and the insurance premiums for the amount

Satisfied
BK G mtg
Pg 263