

Randle & Boyd to L. Eymann

This Indenture Witnesseth that J. M. Boyd and Lydia Boyd, his wife, and C. E. Randle, unmarried, in consideration of Eight hundred (\$800.00) to us paid in hand, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto Lewis Eymann, the following described premises, to-wit:

Beginning at a point fifteen feet South and thirty feet West of the Northeast corner of the Northeast quarter of the Northeast quarter of Section twenty nine, Township three North, Range Eight East of Willamette Meridian, running thence West one hundred feet, thence South fifty feet, thence East one hundred feet, thence North fifty feet to point of beginning, containing one lot fifty feet by one hundred feet; in Multnomah County, State of Oregon containing one lot 50x100 feet, together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. As here and to hold the same with the appurtenances unto the said Lewis Eymann, his heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of Eight hundred (\$800.00) Dollars, and the interest thereon, in accordance with the tenor of a certain promissory note of which the following is a copy, to-wit:

\$800.00

November 5th 1907

On or before six months from date hereof I promise to pay to Lewis Eymann or order, the sum of Eight hundred Dollars, with interest at the rate of 10 per cent per annum. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in United States Gold coin, and in case such is withheld to collect the same or any portion thereof, I promise to pay such additional sum as the bank may judge reasonable as attorneys fees, to be taxed as part of such sum for the use of plaintiffs attorney.

J. M. Boyd
Lydia Boyd
C. E. Randle

Now if the sum of money due upon said promissory note be paid according to the agreements herein expressed this conveyance shall be void, but in case default be made in the principal or interest as therein provided then the said Lewis Eymann 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 money arising from such sale, retain the said principal and interest together with the costs and charges of making such sale, and the surplus, if any there be, paid over to said mortgagors, heirs and assigns. Witness our hands and seals this 6th day of December 1907

Executed in the presence of
Myrtle Thurman
Chas J. Hammer

J. M. Boyd
Lydia Boyd
C. E. Randle

State of Oregon }
County of Multnomah } I, Chas. J. Hammer, Notary Public for the State of Oregon do hereby certify that on this 6th day of December A. D. 1907 personally appeared before me J. M. Boyd, and Lydia Boyd, his wife, and C. E. Randle, unmarried, to me known to be the

I hereby certify that the within mortgage is fully paid, satisfied and discharged this 15th day of June 1908
Gerrit Eymann
Attest A. Oberholser
Notary Public