

Haffey to Weinhard

This Indenture Made this 21st day of April 1909 between Bernard A.Haffey and Clancie Haffey husband and wife of the County of Multnomah, State of Oregon, parties of the first part and Louise Weinhard Anna Wessinger, Paul Wessinger and Henry Wagner, Executrixes and executors of the last will and testament of Henry Wagner, deceased, of the County of Multnomah, state of Oregon parties of the second part, for and in consideration of the sum of three hundred and fifty two 10/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto the said parties of the second part their heirs and assigns forever, all the following bounded and described premises, to-wit:

The South half of the southeast quarter of Section thirty two (32) in Township two (2) North of Range five (5) East of Willamete Meridian, containing eighty acres. Together with the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, and also all the estate right title and interest of the said parties of the first part of, in or to the same. To have and to hold the hereinbefore described granted bargained and described premises with the appurtenances unto the said parties of the second part their heirs and assigns forever. And the said parties of the first part covenant that they are the owners in fee simple of said premises, that they will warrant and defend them against the lawful claims and demands of all persons whomsoever. This conveyance is intended as a mortgage to secure the payment of the sum of three hundred fifty two <sup>10/100</sup> dollars in accordance with the tenor of a certain promissory note of which the following is substantial a copy, to-wit:

\$352.10

Portland, Oregon, April 15, 1909

On demand after date without grace we promise to pay to the order of Louise Weinhard, Anna Wessinger, Paul Wessinger and Henry Wagner, executrixes and executors under the last will and testament of Henry Weinhard deceased, three hundred fifty two and 10/100 Dollars in Gold Coin of the United States of the present standard value, with interest thereof in like gold coin at the rate of six per cent per annum from date until paid for value received. Interest to be paid quarterly and if not so, paid, the whole sum of both principal and interest to become immediately due and collectable at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof we promise to pay in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed

Barney Haffey

Bernard Haffey

Clancie G. Haffey.

Now therefore if the said promissory note, principal and interest shall be paid at maturity, according to the terms thereof, this indenture shall be void, but in case default be made in the payment of the principal or interest as above provided, then the whole sum both principal and interest accrued at the time default is made, shall become due and payable and the parties of the second part their executors administrators and assigns are hereby empowered to foreclose this mortgage in the manner prescribed by law. And the said parties of the first part and their heirs and executors and administrators do covenant to and with the said parties of the second part their heirs and assigns to pay the said sum of money as above mentioned.

In Witness Whereof we have hereunto set our hands and seals the day and year first above written. Signed, sealed and delivered in presence of us as witnesses:

P. Wagner

Bernard A. Haffey (Seal)

Geo. E. Griffith

Clancie G. Haffey (Seal)

State of Oregon

County of Multnomah, ss. Be it Remembered that on this 21st day of April 1909 before me, the