

Satisfied
Pg 211 BK K

Vail to Nelson

This Indenture Witnesseth that Charles I. Vail, single, in consideration of seven hundred fifty dollars to us in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain, sell and convey unto Eva V. Nelson the following described premises, to-wit:

Eighteen and eleven hundredths acres (18.11) of land more or less (being identically the same as the West half in acreage of the following described parcel of land, to-wit:

That part of the Northeast quarter of the Northwest quarter of section thirty-five (35) Township two (2) North of Range six (6) East of W.M. which lies north of the North line of the right of way of the State Road No. 8 as now surveyed, containing 36.22 acres more or less. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging, to have and to hold the same with the appurtenances unto the said Eva V. Nelson her heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of seven hundred fifty dollars and the interest thereon in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$750.00

Lafayette Oregon Marc. 27th 1911

On or before one year after date for value received, I promise to pay to the order of Eva V. Nelson seven hundred fifty dollars with interest thereon at rate of 7 per cent per annum from date; and if not so paid the whole amount of both principal and interest to become immediately due and collectible at the option of the holder of this note. If the interest is not paid when due it shall be compounded with the principal and bear like interest, principal and interest payable in lawful money of the United States. And in case suit is instituted to collect this note or any portion thereof I promise to pay such additional sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit. It is specially agreed and consented to that a deficiency judgment may be taken in a suit upon this note

Charles I. Vail

Now if the sum of money due upon said promissory note be paid according to the agreement therein expressed, this conveyance shall be void but in case default shall be made in the payment of the principal or interest as therein provided, then the said Eva V. Nelson or her 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 pay over to the said Charles I. Vail his heirs or assigns. In case of foreclosure of this mortgage a deficiency judgment may be taken at the option of the holder thereof.

In Witness Whereof I have hereunto set my hand and seal this 27th day of March 1911

Signed, sealed and delivered in presence of

A. A. Leavens

Charles I. Vail (Seal)

P. P. Olds

State of Oregon

County of Yamhill, ss. I, P. P. Olds do hereby certify that on this 27th day of March 1911 personally appeared before me Charles I. Vail to me known to be the individual described in and who executed the within instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed for the uses and purposes therein mentioned

Given under my hand and official seal this 27th day of March 1911

(Notarial Seal)

P. P. Olds, Notary Public for Ore.
residing at Lafayette in said County

Filed for record by E. V. Nelson on March 30th 1911 at 1.15 P.M.

A. Fleischhauer
Co. Auditor

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