

Haffey to Weihart ✓

This Indenture made this 7th day of August 1911 between Bernard A. Haffey and Clancie G. 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 Weinhard deceased of the county of Multnomah State of Oregon, party of the second part, Witnesseth that the said parties of the first part for and in consideration of the sum of seven hundred seven and 10/100 dollars then in hand paid the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain and convey unto the said parties of the second part their heirs and assigns forever all the following described and bounded property to-wit:

All the South half of the southeast quarter of Section thirty two (32) in Township two (2) North of Range five (5) East of Willamette Meridian containing eighty (80) acres; together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining and also all the estate right title and interest of the said parties of the first part of, in and to the same To have and to hold the hereinbefore granted and described premises with the appurtenances unto the said parties of the second part their heirs and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of seven hundred seven and 10/100 dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$707.10

Portland, Ore. August 7th 1911

On or before one year after date without grace we, or either of us promise to pay to the order of Louise Weinhard Anna Wessinger Paul Wessinger and Henry Wagner, executrix and executors of the last will and testament of Henry Weinhard deceased, seven hundred seven and 10/100 dollars in gold coin of the United States of America of the present standard value with interest thereon in like gold coin at the rate of six per cent per annum from date hereof 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 payable at the option of the holder of this note. And in case suit or action is instituted to collect this note or any part thereof we or either of us promise and agree to pay in addition to the costs and disbursements provided by statute such sum as the court may adjudge reasonable as attorneys fees in said suit or action

(signed) Bernard Haffey

(signed) Clancie G. Haffey

Now therefore if said promissory note principal and interest shall be paid accordingly at maturity according to the terms and conditions thereof this indenture shall be void, but in case default shall 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 at once due and payable and the parties of the second part their heirs or assigns are hereby empowered to foreclose this mortgage in the manner provided by law. And the said parties of the first part and their heirs executors and administrators do covenant and agree to pay unto the said parties of the second part their heirs or assigns 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  
L. H. Hamig  
Ethel Rummel

Bernard Haffey (Seal)  
Clancie G. Haffey (Seal)

State of Oregon  
County of Multnomah, ss' Be it Remembered that on this 7th day of August 1911 before me