

Mitchell to Daily

This Indenture witnesseth that I, Estella Mitchell party of the first part for and in consideration of the sum of (\$100) one hundred dollars to me in hand paid, the receipt whereof is hereby acknowledged have bargained and sold and by these presents do bargain sell and convey unto C.J. Daily, party of the second part the following described premises to-wit: SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 5 Tp. 2 N. R. 7 E. W. M.

Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same with the appurtenances unto the said C.J. Daily his heirs and assigns forever/ This conveyance is intended as a mortgage to secure the payment of the sum of one hundred dollars in accordance with the tenor of one certain instrument of writing of which the following is a copy to-wit:

\$100.00

Jan. 20th 1912

On or before three years after date, without grace I promise to pay to the order of C.J. Daily at-----one hundred and no/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 7% per annum from date until paid for value received. Interest to be paid semi-annually and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of said note. And in case suit or action is instituted to collect this note or any portion thereof I promise to pay in addition to the costs and disbursement allowed by statute such additional sum as the court may adjudge reasonable as attorneys fees to be allowed in said suit or action.

Now if the sums of money due upon said instrument shall be paid according to agreement therein contained this conveyance shall be void, but in case default shall be made in the payment of the principal or interest as above described then the said C.J. Daily and his legal representatives may sell the premises above described with all and every of the appurtenances or any part thereon in the manner prescribed 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 a reasonable sum as attorneys fees and the overplus if any there be, paid over to the said Estella Mitchell her heirs or assigns, and the said party of the first part for his executors and administrators does covenant and agree to pay the said party of the second part his heirs or assigns the said sum of money as above mentioned.

Witness my hand and seal this 20th day of January 1912

Done in presence of
Anna M. Cox

Estella Mitchell (Seal)

W.W. Jordan

State of Oregon

County of Multnomah, ss. Be it Remembred that on this 20th day of January 1912 before me the undersigned a Notary Public in and for said County and State personally appeared the within named Estella Mitchell who is known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

Anna M. Cox

(Notarial Seal)

Notary Public for Oregon

Filed for record by C.J. Daily on Febry 15th 1912 at 8.15 A.M.

A. Fleischhauer

Co. Auditor

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