

Kirkpatrick to Rafferty

Satisfied
Pg 614 BR M

This Indenture Made this 27th day of November 1912 between G.Lafayette Kirkpatrick and Ada B. Kirkpatrick husband and wife of the county of Hood River State of Oregon, parties of the first part and Kate Rafferty of the county of ---- State of ----- party of the second part Witnesseth:

That the said parties of the first part for and in consideration of the sum of four hundred 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 party of the second part her heirs and assigns forever all the following described real property situated in the County of Shumania State of Washington to-wit:

All of the east half of the Northeast quarter of the Southwest quarter of Section eight in Township three North of Range ten East of Willamette Meridian according to the government survey thereof. Together with the tenements hereditaments and appurtenances thereto belonging or in anywise appertaining, and also all the estate right title and interest of the said party 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 party of the second part her heirs and assigns forever/

This conveyance is intended as a mortgage to secure the payment of the sum of four hundred dollars in accordance with the terms of a certain promissory note of which the following is a copy to-wit :
\$400.00

Hood River, Oregon November 27th 1912

Three years after date without grace I we, or either of us promise to pay to the order of Kate Rafferty at the office of Butler Banking Company Hood River Oregon four hundred dollars in gold coin of the United States at the present standard value with interest thereon in like gold coin at the rate of eight per cent per annum from date until paid for value received. Interest to be paid semi-annually. And if the note shall at any time become due and collectible 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 I we, or either of us promise to pay in addition to the costs and disbursements allowed by the court may adjudge reasonable for attorneys fees to be allowed in said suit or action.

signed G.Lafayette Kirkpatrick
Ada B. Kirkpatrick

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 shall be made in the payment of the principal or interest as above provided then the whole sum of both principal and interest accrued at the time default is made shall become due and payable and the party of the second part her heirs executors and 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 party of the second part her heirs and 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.

G.Lafayette Kirkpatrick (Seal)
Ada B. Kirkpatrick (Seal)

F.A. Bishop
J.M. Scheltzer

Notary Public for Oregon
County of Hood River

Be it Remembered that on this 27th day of November 1912 before me the undersigned a Notary Public in and for said County and State personally appeared the within named G.Lafayette Kirkpatrick and Ada B. Kirkpatrick his wife who are known to me to be the individuals described in and who executed the within instrument and acknowledged that they executed the same freely and voluntarily.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last written.
(Notarial Seal) F.A. Bishop
My commission expires Sept. 14th 1913
Filed for record by Butler Banking Co. on Nov. 29th, 1912 at 1.15 P.M.
A Fleischhauer

Co. Auditor