

O'Donovan to Leonard

Satisfied

Page 26 2 Bk P

This Indenture Witnesseth that C.O'Donovan of the city of Portland Oregon, party of the first part for and in consideration of the sum of four thousand five hundred (\$4500.00) dollars to him in hand paid, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents do bargain sell and convey unto T.J. Leonard, party of the second part the following described premises to-wit: All of Lots eleven (11) in Section twelve (12) Township three (3) North of Range 7½ East of Will. M. containing 40 acres more or less. This conveyance is part of the purchase price of the above described property. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining. This conveyance is intended as a mortgage to secure the payment of Four thousand five hundred dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$4500.00

Portland, Oregon Nov. 2 1912

One year after date without grace I promise to pay to the order of T.J. Leonard at 921 Board of Trade Building Portland, Oregon four thousand five hundred dollars (\$4500.00) 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 8 per cent per annum from date until paid for value received. Interest to be paid at maturity 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 this note. And in case suit or action is instituted to collect this note or any portion thereof I promise and agree to pay in addition to the costs and disbursements provided by statute such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action.

(Signed) C.O'Donovan

Now if the sum of money due upon said instrument shall be paid according to the agreements therein expressed, this conveyance shall be void but in case default shall be made in the payment of the principal and interest as above provided, then the said T.J. Leonard and his 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 overplus of any there be paid over to the said C.O'Donovan his heirs or assigns; and the said party of the first part for his heirs executors and administrators do covenant and agree to pay the said sum of money as above mentioned to said party of the second part his heirs or assigns.

Witness my hand and seal this 2nd day of November 1912

Done in presence of

Wm.B.Daggett

C.O'Donovan (Seal)

W.A.Powell

State of Oregon

County of Multnomah, ss: Be it remembered that on this 2nd day of November 1912 before me the undersigned a Notary Public in and for said county and state personally appeared the within named C.O'Donovan who is known to me to be the identical individual described in and who executed the within instrument and acknowledged that he executed the same freely and voluntarily. In testimony Whereof I have hereunto set my hand and notarial seal the day and year last above written.

Wm.B.Daggett

(Notarial Seal)

Notary Public for Ore

Filed for record by T.J. Leonard on Dec. 4th 1912 at 1.14 P.M.

A. Fleischhauer

Co. Auditor

105