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RECORDED

INDEXED

# MORTGAGE

FROM  
Clifford W. Walker and  
Cyrus H. Walker, as guardian

TO

John Macneill.

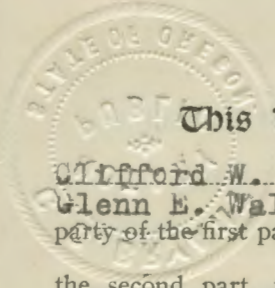
STATE OF OREGON, }  
County of Linn } ss.

I hereby certify that the within was received and duly recorded by me in Linn County Records, book of Mortgages, Vol. 52, Page 98 on the 11<sup>th</sup> day of April 1911, at 12:10 o'clock P.M.

Frank Roman  
County Recorder.

By..... Deputy.

C. C. Bryant  
Albany

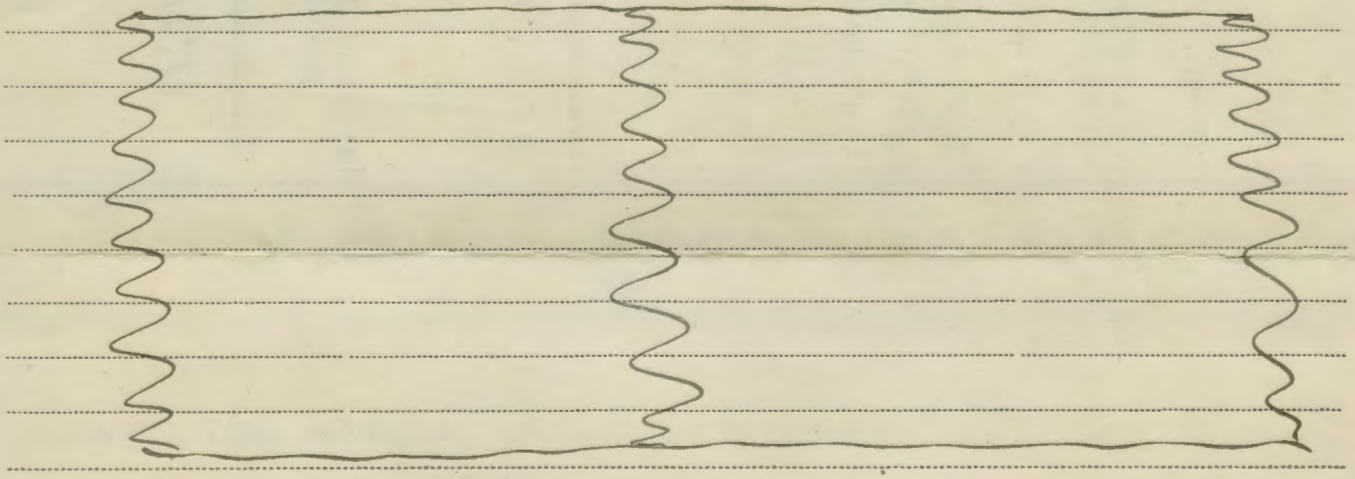


This Indenture, Made this 11th day of April 1911, between Clifford W. Walker, unmarried, and Cyrus H. Walker as general guardian, of Glenn E. Walker and Mary V. Walker, Minors, party of the first part, and John Macneill party of

the second part, witnesseth that the party 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, sold and conveyed, and by these presents do bargain, sell and convey unto the party of the second part, the following described premises, to-wit:

All of Lot eleven (11) of said Jason Wheeler's Home Farm, as the same is designated and described upon the plat of the survey thereof of file and of record in the office of the County Recorder of Linn County, Oregon, excepting 2.02 acres off of the East side thereof sold to M. J. Kitchen, containing 13.17 acres; all of said above described premises lying and being in Section seventeen (17) in Township eleven (11) South Range three (3) west of the Willamette Meridian, in Linn County, Oregon.



Together with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

To Have and to Hold the hereinbefore granted, bargained and described premises, with the appurtenances, unto the party of the second part, his heirs and assigns forever. This conveyance is intended as mortgage to secure the payment of the sum of Four Hundred DOLLARS

in accordance with the tenor of a certain instrument of writing, of which the following is a copy, to-wit:

.....After date (without grace), I promise to pay to the order  
of ..... at ..... the sum of  
..... DOLLARS,

In Gold Coin of the United States of America, with interest thereon, in like gold coin, at the rate of.....  
per cent. per annum from..... until paid, for value received, and in case suit or action is  
instituted to collect this note, or any part thereof, ..... promise to pay such additional sum as the Court may  
adjudge reasonable as attorney's fees in said suit or action.

.....  
.....  
And the said..... **grantors** ..... ~~do~~ ~~not~~ hereby covenant and agree to pay

\$ 400.00

Albany, Oregon, April 11, 1911

On or before three years after date, (without grace), I promise to pay to the order

of John Macneill at Albany, Oregon the sum of

Four Hundred DOLLARS,

in gold coin of the United States of America, with interest thereon, in like gold coin, at the rate of

8 per cent. per annum from Date until paid, for value received, and in case

suit or action is instituted to collect this note, or any part thereof, I promise to pay such

additional sum as the Court may adjudge reasonable as attorney's fees in said suit or action. Interest

payable annually, and if not so paid, the whole sum above stipulated to be paid, both

principal and interest, shall become immediately due and collectible.

No. ....

Clifford W. Walker

Cyrus H. Walker, as general

guardian of the estate of Glenn E. Walker and  
Mary V. Walker, Minors.

Due

to the said John Macneill The sum of

Four Hundred DOLLARS,

and interest as above provided.

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 is made in the payment of the principal or interest, above provided, then the party of the second part, his executors, administrators or assigns are hereby empowered to sell the premises above described; with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of money arising from such sale, to retain the said principle and interest, together with the cost and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the party of the first part, their heirs or assigns.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals the day and year first above written.

DONE IN THE PRESENCE OF

*A. M. Chase*  
A. M. Chase

*Clifford W. Walker*  
*Clifford H. Walker*  
as general guardian of Glenn E. Walker  
and Mary V. Walker, Minors.

County of Linn

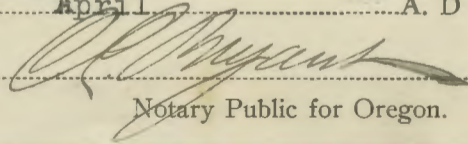
SS.

On this 11th day of April A. D. 1911 before me, a

notary public within and for said county, personally came the within named Clifford W. Walker,  
and Mary V. Walker, Minors,  
unmarried and Cyrus H. Walker, as general guardian of Glenn E. Walker, to me

personally known to be the individual described in and who executed the within instrument and acknowledged to  
me that they executed the same freely and voluntarily, for the purposes therein named.

WITNESS my hand and notarial seal this 11th day of April A. D 1911

  
Notary Public for Oregon.

