

1,40

11105

# MORTGAGE.

INDEXED

COMPARED

FROM

*Lynne Walker as  
Guardian*  
TO

*The First Savings  
Bank of Albany Ore.*

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. *48*, Page *341*

on the *14<sup>th</sup>* day of *July*

19 *09*, at *2<sup>15</sup>* o'clock *P*. M.

*Frank Thomas*  
County Recorder

By \_\_\_\_\_ Deputy.

This Indenture, Made this 13<sup>th</sup> day of July, 1909 between

Clifford W. Walker, Glenn E. Walker, and Mary Walker minors, as guardian of Clifford W. Walker, party of the first part, and The First Savings Bank, of Albany, Oregon, party of the second part, witnesseth that the party of the first part, for and in consideration of the

sum of Five 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:

Lot number five (5) containing 10.06 acres, as shown on a plat of Jason Wheeler's Home Farm in Linn County, Oregon and Recorded in Book of Plats No. 2 Page 7 on the 24th day of April, 1889.

Beginning at the North West Corner of Lot 6 as designated on the plat of the survey of Wheeler's Home Farm, which plat is recorded in the office of the County Recorder of Linn County in the State of Oregon, and running thence South 13° 06' West along the Western line of said lot 15.44 chains to the South West Corner of said Lot 6, thence South 87° East 151.14 feet, thence North 13° 06' East parallel with the Western line of said Lot 14.60 chains to the North line of said Lot 6, thence North 66° West 151.44 feet, to the place of beginning, containing 3.40 acres, more or less, all situated in Linn County, Oregon.

Together with the tenements, hereditaments and appurtenances thereunto belonging or in anyway 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

Five Hundred DOLLARS

in accordance with the tenor of a certain instrument of writing, of which the following is a

copy, to-wit: <sup>\$500.00</sup> Albany, Oregon, July 13, 1909.  
Three years, after date, without grace, I promise to pay to the order of The First Savings Bank of Albany, Oregon, Five Hundred & no/100 Dollars for value received, with interest from date at the rate of seven per cent. per annum, until paid, principal and interest payable in U. S. GOLD COIN, at THE FIRST SAVINGS BANK, Albany, Oregon; and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum of money as the court may adjudge reasonable as attorney's fees in said suit or action. *Interest payable semi-annually, and if not so paid the whole sum above stipulated to be paid both principal and interest, shall become immediately due and collectible.*

*Lexus H. Walker, as guardian of Clifford W. Walker, Glenn E. Walker, and Mary V. Walker, minors.*

And the said Mortgagar does hereby covenant and agree to pay.

to the said mortgage the sum of Five 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 aboved 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 party of the first part has hereunto set their hands and seals the day and year first above written.

DONE IN THE PRESENCE OF

Erle Fox  
W. E. Sax

Lynus H. Walker Notary  
a guardian appointed by the  
court, Glenn E. Walker, and  
Mary V. Walker, minors.

STATE OF OREGON,

COUNTY OF Lincoln

} ss.

On this 13<sup>th</sup> day of

July

A. D. 1909, before me, a

Notary Public

within and for said County, personally came the within named

Lynn Walker, as guardian of Clifford M Walker, Glenn E. Walker  
and Mary V. Walker, minors,

his wife, to me personally known to be the individual described in and who executed the within instru-

ment and acknowledged to me that: he as such guardian executed the same freely and voluntarily, for the purposes therein named.

WITNESS my hand and notarial seal this 13<sup>th</sup> day of

July

A. D. 1909

L. E. Sax

Notary Public for Oregon