

CFR 0673

Siegfried and Marjorie Kraxberger

CFR 0673 ACK 1/25/94

APPLICATION FOR CENTURY FARM HONORS

Deadline for Filing Application - May 1, 1994

(Please type or print)

Telephone #: Redacted for Privacy

Your Name (Mr., Mrs., Ms., Miss) MARJORIE Siegfried Kraxberger

Your Address Redacted for Privacy

Street, Route or Box # City / Zip Code

Location of Farm (SAME AS ADDRESS)

To qualify as a Century Farm, a farm must have no fewer than 10 acres with a gross income from farm use of not less than \$500 per year for three out of the five years immediately preceding application for Century Farm honors.

Does your farm meet this qualification? yes

Name of family member who was founder or original owner of farm: JOHN KRAXBERGER

Founder gained ownership of farm in (Year) 1892
(ATTACH VERIFYING DOCUMENTATION, See Rule 9).

Founder came to Oregon from AUSTRIA, (WELLS)

Who farms the land today? (APPLICANTS)

Relationship to original owner GRANDSON

Are any of the original buildings still in use? NO

If yes, which ones? _____

If you know crops or livestock raised on farm one hundred years ago, please list: COWS, HORSES, CHICKENS, GRAIN

What do you raise on the farm today? Christmas Trees

How many generations live on the farm today? 3

Please list names: Duane, Suesan, Cindy-Frank, Kathryn, Elizabeth Paul, Karen, Lisa & Amy

Do you declare that the statements made above are accurate and correct to the best of your knowledge? Yes

Siegfried Kraxberger
Signature of Owner

Please return forms to: Century Farm Program
Oregon Historical Society
1200 S. W. Park Avenue
Portland, OR 97205-2483

C LACKAWAS

STATEMENT FORM

I, _____,
(Print Full Name)

hereby affirm and declare that the farm which I own at

(Full Address)

in _____ County,
shall have been owned by my family as specified in Rule 2 of the
RULES FOR 1994 CENTURY FARM PROGRAM for at least one hundred
years by no later than December 31, 1994.

Signature

- - - - - Acknowledgement (for use of Notary Public) - - - - -

STATE OF OREGON

County of _____

BE IT REMEMBERED, That on this _____ day of _____,
19____, before me, the undersigned, a Notary Public in and for
said County and State, personally appeared the within named

known to me to be the identical individual described in and who
executed the within instrument and acknowledged to me that _____
executed the same freely and voluntarily.

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

Notary Public for Oregon
Commission Expires _____

RECEIVED
OCT 3 1919
FEDERAL LAND BANK

RECEIVED
OCT 25 1919
FEDERAL LAND BANK

RECEIVED
OCT 25 1919
FEDERAL LAND BANK

RECEIVED
SEP 18 1919
FEDERAL LAND BANK

C A P T I O N .

Abstract of title of 156 acres out of the Homestead of Jasper Weismandel, in Sec. 14, in T. 4 S. R. 1 E. of the Willamette Meridian.

I.

P A T E N T .

United States,

Homestead. Pat.

to

Issued 3d. Nov. 1876.

Jasper Weismandel.

The Patent was delivered to Jasper Weismandel, but is not recorded in the Clerks office up to July 9th, 1892, but covers the following described premises to wit:

The W. 1/2 of the N. E. 1/4 and the S. E. 1/4 of the N. W. 1/4. and the N. W. 1/4 of the S. E. 1/4 of Section 14, in T. 4 S. R. 1 E. of the Willamette Meridian, Containing 150 acres.

*Patent
421019.*

Abor Co

FEDERAL LAND BANK OF SPOKANE
DISTRICT No. 12

APPLICATION NO. *37774*

LOAN NO. _____

NAME *C. P. Grasperger*

ASS'N *Machshus?*

TO ABSTRACTOR: DO NOT REMOVE THIS SLIP
AND RETURN WHEN COMPLETED TO

FEDERAL LAND BANK SPOKANE, WASH.

SHAW & BORDEN CO. 180108

LOAN NO. *14145*

ABSTRACT

TITLE POLICY

THE FEDERAL LAND BANK
OF SPOKANE

ABSTRACT REGISTERED
FILED DEPARTMENT
JUL 21 1919

RECORDED
FEB 18 1887
RECORDED

II.

WARRANTY DEED.

Jasper Weismandel &
Maria, his wife.
(Seals)

to

John Kummer,
Fred Kummer,
Louis Kummer,
Henry Kummer &
Charles Kummer.

Warranty Deed, \$950.00.
Made 14th, Dec. 1880,
Ack. 14th, Mar. 1881,
Rec. 2d. Feb. 1882.
in book T. page 528,
Two Witnesses.

Witnessed before Wm Knight Justice of the Peace for Cla-
ckamas County, Or.

Grant bargain sell and convey, the following described real
estate to wit: The W. 1/2 of the N. E. 1/4, the S. E. 1/4 of the
N. W. 1/4, and the N. W. 1/4 of the S. E. 1/4 of Sec. 14, in T.
4 S. R. 1 E. (Excepting and reserving out of this grant four
acres more or less, heretofore conveyed by deed Dec. 14th, 1880,
to Jacob Wittbrode, out of the S. W. corner of the S. E. 1/4 of
the N. W. 1/4, hereby conveying 156 acres, more or less.

"Remark" The Wittbrode deed is not recorded as yet, showing
thus the shape of the four acres above excepted.

Charles Kummer died in the Insane Asylum, and his 1/5th.
interest went to John Kummer, his father, but there was no adm-
inistration of the estate of Charles Kummer who was a single man.

*recd
3/23/16*

III.

M O R T G A G E .

John Kummer,
(Signs Jean.)

Louis Kummer,
Henry Kummer,

Charles Kummer, &
Fritz Kummer,

(Seals)

to
John Weismandel.

Mortgage, \$750.00
Made 14th, Dec. 1880,
Ack. 14th, Mar. 1881,
Rec. 5th, Apr. "
in book K page 101.
Two Witnesses.

Acknowledged before Wm. Knight Justice of the Peace for Clackamas County, Oregon.

Bargain sell and convey, the following real estate situate in Clackamas County Or. and described as follows to wit:

The W. 1/2 of the N. E. 1/4. and the S. E. 1/4 of the N. W. 1/4 (hereby excepting and reserving out of this grant, four acres more or less, heretofore conveyed by deed bearing date Dec. 14th 1880, to Jacob Wittbrode, out of the S. W. corner of the last described parcel of land) and the N. W. 1/4 of the S. E. 1/4. being in Sec. 14, T. 4 S. R. 1 E. containing 156 acres, more or less.

Given to secure the payment of a certain promissory note of even date herewith from party of the first part to party of the second part for the sum of \$750.00 due in three years, with interest thereon at the rate of ten, per cent. per annum. payable annually.

Satisfied in full on the margin of record the 10th, day of Nov. 1883, by John Weidmandel. and duly attested by the Clerk.

OTV
QIR

IV.

WARRANTY DEED.

Fritz Kummer.
(Seal)
to
Henry Kummer.

Warranty Deed, \$350.00
Made 2d. July, 1884,
Ack. " " "
Rec. 9th " 1892.
in book 47 page.457
Two Witnesses.

Acknowledged before Wm. Knight Justice of the Peace for Clackamas County, Oregon.

Bargain sell and convey, his undivided 1/5th, interest in and to the following described real estate towit: The W. 1/2 of the N. E. 1/4 and the S. E. 1/4 of the E. W. 1/4 and the N.W. 1/4 of the S. E. 1/4, of Sec. 14, T. 4 S. R. 1 E. containing 156 acres, more or less.

"Remark" As will be seen the deed does not except the four acres heretofore conveyed to Jacob Wittbrode.

*Recd
3/18/16*

5

STATE AND COUNTY TAXES.

Year,	To Whom Assessed,	Description,	When Paid.
		T. 4 S. R. 1 E.	
1881,	John Kummer,	160 acres in Section 14.	Offset.
1882,	" "	" "	"
1883,	" "	" "	Paid.
1884,	" & Henry "	" "	Mar. 12, 85.
1885,	" "	" "	No. 1673.
1886,	" "	" "	" 4349.
1887,	" "	" "	" 1545.
1888,	" "	" "	" 794.
1889,	" "	" "	" 2413.
1890,	" "	" "	" 2298.
1891,	" "	" "	" 1512.

--((((((((((((((((((O))))))))))))))--



State of Oregon,)
County of Clackamas,)ss.

I, the undersigned do hereby certify, that I have carefully examined, for Henry Kummer, the records in and for the said County, relative to the title to the land described in the Caption of this abstract, and that the annexed and foregoing are all the transfers I find of record affecting the title to the same or any part thereof.

I further certify that I find no Judgments or Subsisting tax mortgage, mechanics or other liens thereon, or any part thereof, other than those hereinbefore given.

Witness my hand at Oregon City,

this 9th, day of July, 1892.

H. J. Thorne,
Abstracter,

C O N T I N U A T I O N
C A P T I O N .

A B S T R A C T O F T I T L E
to

X The following described property situated in the County of Clackamas and State of Oregon, bounded and described as follows:

Beginning at the quarter corner between Sections 11 and 14 which is an iron bar firmly established, thence South 20.00 chains to Center of County Road, thence East following County Road 1.63 chains; thence South $70^{\circ}09'$ east following County Road, 15.26 chains; thence North 46° east 5.56 chains; thence North 21.65 chains; thence West 20.13 chains to point of beginning, containing 45.58 acres; all in ^{Sec 14} T. 4 S. R. 1 E. of the W. M.

X

WARRANTY DEED.

Jasper Weismandel and Mary
Weismandel, (his wife),
to
Jacob Wittbrodt,

Dated Dec. 14, 1880.
Filed Oct. 10, 1901.
Book 78, page 215.
Consideration \$25.00.

Bargain, sell, grant and convey, in fee simple, the following Real Estate, situate in the County of Clackamas and State of Oregon, described as follows, to-wit:

Commencing at the south west corner of the South East quarter of the North West quarter of section fourteen, Township four South Range one East, thence running north twenty five and thirty one hundredths rods, thence
and thirty one hundredths rods, thence
one hundredths rods thence East twenty-five/south twenty-five and thirty one hundredths rods thence West twenty-five and thirty one hundredths rods to the place of beginning, being four acres, more or less.

Will warrant and defend the title to the premises aforesaid unto the said Jacob Wittbrodt, his heirs and assigns, against the lawful claims of all persons whomsoever.

Witnesses:

A. Carmichael, (in German) Maria Weismandel (SEAL)
John Weismandel, Jaspar Weismandel, (SEAL)

Acknowledged Dec. 14, 1880, before Wm. S. Knight, Justice of the Peace, Canby Precinct County and State aforesaid, in the County of Clackamas, State of Oregon, as to Jasper Weismandel and Maria Weismandel, his wife.

REFERENCE DEED.

WARRANTY DEED.

Henry Kummer, John Kummer
and Louis Kummer,

to

John Kraxberger,

Dated July 9, 1892.

Filed July 19, 1892.
Book 48, page 22.

Consideration \$ 4200.00.

Grant, bargain, sell and convey, all the following bounded and described real property situated in the County of Clackamas and State of Oregon: The $W\frac{1}{2}$ of the N.E. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ (hereby excepting four acres, more or less, heretofore conveyed by deed bearing date December 14th 1880, to Jacob Wittrode out of the Southwest corner of the last described piece of land) and the N.W. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ being in Section 14 Tp.4 S.R. 1 E. and containing 150 acres, more or less.

Shall warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever.

Witnesses:

C. Bunkler,

C. D. Latourette,

Henry Kummer, (Seal)

John Kummer, (Seal)

Louis Kummer, (Seal)

Acknowledged July 9, _____, before C. D. Latourette, Notary aforesaid, (in the body of the acknowledgment called a notary public in and said County and State) in Clackamas County, Oregon. (Seal of Notary).

see 34B/16

MORTGAGE.

John Kraxberger,

to-

Henry Kummer,

Dated July 9, 1892.

Filed July 11, 1892.

Book 31, page 450.

Consideration \$2200.00.

The following described real property, situated in the County of Clackamas and State of Oregon, to-wit:

The $W\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of the NW $\frac{1}{4}$ (hereby excepting four acres, more or less heretofore conveyed by deed bearing date Dec. 14" 1880, to Jacob Wittrode out of the Southwest corner of the last described tract of land) and the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ being in Section 14 Tp 4 S. R. 1 E. and containing 156 acres, more or less.

Witnesses:

C. D. Latourette,

John Kraxberger, (Seal).

C. Burchen,

Acknowledged July 9, 1892, before C. D. Latourette, Notary aforesaid, (in the body of the acknowledgment called a Notary Public in and for said County and State) in Clackamas County, Oregon. (Seal of Notary).

MARGIN RECITES:

Having received full and complete satisfaction and payment of the sum secured by this Mortgage, ^Ido hereby release the same.

Dated Dec. 14, 1893.

Attest S. M. Ramsby,
Recorder of Conveyances.

H. Kummer.

CH
9/11

WARRANTY DEED.

John Kraxberger by W. R.
Kraxberger, his Attorney
in fact, and Rosa Kraxberger,
wife of John Kraxberger,
to

Dated April 7th, 1909.

Filed July 23, 1909.

Book 108, page 290.

John Kraxberger, Jr.,

Consideration \$1.00.

Bargain, sell and convey, the following described real estate, situate in Clackamas County, State of Oregon, to-wit:

Beginning at the quarter corner between Sections 11 and 14 which is an iron bar firmly established, thence South 20.00 chains to Center of County Road, thence East following County Road 1.63 chains, thence South 70° 09' east following County Road, 15.26 chains, thence North 46° east 5.56 chains, thence North 21.65 chains, thence West 20.13 chains to point of beginning, containing 45.58 acres all in T. 4 S. R. 1 E. Provided, that none of said land be conveyed before the death of the above grantors without their signature and consent.

Will warrant and defend the same from lawful claims whatsoever.

Witnesses:

Helen M. Walker,

By John Kraxberger, (Seal).
Rev. W. R. Kraxberger,
His Attorney in Fact.

Leroy D. Walker.

Rosa Kraxberger, (Seal).

Acknowledged April 7th, 1909, before Leroy D. Walker, Notary Public for Oregon, in Clackamas County, State of Oregon, as to John Kraxberger, by W. R. Kraxberger, his attorney in fact, and Rosa Kraxberger, wife of John Kraxberger. (Seal of Notary).

*As to death
see FEB 18*

POWER OF ATTORNEY.

Jonh Kraxberger and Rosa
Kraxberger, his wife,

to

W. R. Kraxberger,

Dated Dec. 1st, 1908.

Filed Feb. 1, 1909.

Book 1, page 366.

W. R. Kraxberger, of Clackamas County, Oregon, our true and lawful attorney for
Do hereby constitute and appoint /and in our name to sell ^{us}
and convey to any party or parties at such price/or prices and upon
such terms as to him shall seem meet, all or any portion of the
following described real property situate, lying and being in the
County of Clackamas in the State of Oregon, and more particularly
known and described as follows, viz.

The West one Half of the Northeast quarter and the South East
quarter of the Northwest quarter (hereby accepting Four acres, more or
less heretofore conveyed by Deed bearing date December 14th, 1880, to
Jacob Wittrode, out of the South West corner of the last described piece
of land) and the North west quarter of the South east quarter, being in
section fourteen Tp. 4 S. R. 1. E. of the Willamette Meridian, and con-
taining 156 acres more or less. Save and except what we have not here-
tofore deeded prior to this date.

With all the privileges and appurtenances thereunto belonging
or in anywise appertaining, and for us and in our name to make out,
execute, acknowledge and deliver proper deeds of conveyance of the
same with or without covenants of seizen, freedom from incumbrances and
warranty.

Giving and granting unto said Attorney full power and authority
to do and perform all and every act and thing whatsoever requisite and
necessary to be done in and about the premises as fully to all intents
and purposes as we might or could do if personally present, with full

power of substitution and revocation, hereby ratifying and confirming all that our said attorney or his substitute shall lawfully do or cause to be done by virtue of these presents.

Witnesses:

Franz Obermeyer, Zeuge

John Kraxberger, (Seal).

Joseph Trantenberger, Zeuge.

Geschäftszahl 664.

2
Ich
Krow
beurkunde hiemit dass Herr Johann (John) Kraxberger Privat in Ayberg, Gerichtsbezirt Linz, dessen Personidentität mir durch die mir persönlich betannten Zeugen Herrn Joseph Trantenberger Besitzer des Kirchdoyfer Gutes in Ayberg und Herrn Franz Obermeyer, Bäckermeister und Hausbesitzer in Urfahr Marktplatz No. 2, bestätigt wurde, sowie diese beiden genannten Herrn Zeugen diese Vollmacht heute eigenhändig von mir unterschrieben haben. — Urfahr, am ersten Dezember Eintausend neunhundert und acht. —

Ley. Geb. 3 K.

Ernst Haderer

Stempl 2 K.

K. K. Notar



Sa
bezahlt.

CLATSOP COUNTY TAXES.

1909.....PAID.
1910.....PAID.
1911.....PAID.
1912.....PAID.
1913.....PAID.
1914.....PAID.
1915.....PAID.
1916.....PAID.
1917.....PAID.
1918.....ONE-HALF PAID, \$21.96.

J

.CONTINUATION CERTIFICATE.

STATE OF OREGON)
) 1892.
County of Clackamas)

The HAMMOND ABSTRACT COMPANY hereby certifies that it has carefully examined the records of said county with reference to the title to the property described in the caption of this continuation since the 9th day of July A. D. 1892, and there are no deeds, mortgages, other instruments of writing or liens of any kind affecting the same of record since said date, other than those hereinbefore given.

Unless otherwise specifically mentioned herein, this abstract does not include any examination or report on:

1. Any proceedings for the establishment, vacation or change of roads, highways, streets, or alleys, unless terminated and shown upon the record of Town Plats in the office of the Recorder of Conveyances.
2. Water or mining rights or matters relating thereto.
3. Municipal assessments for street, sewer, sidewalk, or other improvements if the property described herein lies within any incorporated city.
4. Personal property assessed pursuant to section 3848 of Lord's Oregon Laws, as amended by Chapter 407 of Laws of 1917, or charged against the property herein described pursuant to Chapter 406, Laws of 1917.
5. Any liens for taxes not yet shown upon the tax rolls in the office of the Tax Collector.

WITNESS the name and corporate seal of said corporation hereto affixed this 12th day of *August* A. D. 1919.

HAMMOND ABSTRACT COMPANY.

By *Philip Hammond*
Vice-President.

AFFIDAVIT.

STATE OF OREGON,)
) SS.
County of Clackamas,)

I, Henry Kummer, being first duly sworn, depose and say that I am one of the persons to whom Jasper Weismandel and Maria Weismandel, his wife, deeded one hundred and fifty six acres, more or less, in Section 14, Township 4 South, Range 1 East of the Willamette Meridian, in Clackamas County, Oregon, by deed recorded Feb. 2, 1882.

That John Kummer, one of the grantees, was my father, and that Charles Kummer, mentioned therein as one of said grantees, was my brother.

That the said Charles Kummer died ~~on or about~~ ^{before} 1892. That the said Charles Kummer was a single man and did not leave a wife or any children. That at said time his mother was deceased.

That my father's name was John Kummer, and he is the John Kummer mentioned in said deed above mentioned from Jasper Weismandel, and that the John Kummer who joined with Henry Kummer and Louis Kummer in a deed conveying the above mentioned property to John Kraxberger in 1892 is one and the same person.

That at the time said deed to John Kraxberger was executed on July 9, 1892, the said Henry Kummer, Louis Kummer and John Kummer, were unmarried men.

That Fritz Kummer, who deeded the above described premises to Henry Kummer July 2, 1884, is the same person as the Fred Kummer who is a grantee in the deed from Jasper Weismandel above mentioned, and that on the said 2d day of July, 1884, was an unmarried person.

Henry Kummer

Subscribed and sworn to before me this 10th day of September,
1919.

Philip Hammon
Notary Public for Oregon.

My commission expires Dec. 18, 1922.

AFFIDAVIT.

STATE OF OREGON,)
) SS.
County of Clackamas,)

I, W. R. Kraxberger, being first duly sworn, depose and say that I am a son of John Kraxberger, and Rosa Kraxberger, to whom Henry Kummer, John Kummer and Louis Kummer deeded one hundred and fifty six acres of land, more or less, in Section 14, Township 4 South, Range 1 East of the W. M., in 1892.

That heretofore both my father, John Kraxberger, and Rosa Kraxberger, above mentioned, have died.

W. R. Kraxberger

Subscribed and sworn to before me this 15th day of

September, 1919.

Philip Hammond
Notary Public for Oregon.

My commission expires Dec. 18, 1922.

PATENT.

United States
to
Jasper Weismandel

Dated November 3, 1876.
Filed September 16, 1919.
Book 157^{1/2}, page 349.

Certificate #738
Application 1474.

Pursuant to the Act of Congress, approved 20th May, 1862, To secure Homesteads to actual settlers on the public domain and the acts supplemental thereto,

West half of the North East quarter, the south east quarter of the northwest quarter and the north west quarter of the south east quarter of section fourteen in township four south of range one east in the district of lands subject to sale at Oregon City, Oregon, containing one hundred and sixty acres, according to the Official Plat of the survey of said land, returned to the General Land Office by the Survey General.

That there is therefore granted by the United States unto the said Jasper Weismandel the tract of land above described.

Subject to any vested and accured water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reserviors used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

By the President

U. S. Grant.

By D. D. Cone, Secretary.

N. W. Clark,

Recorder of the General Land Office

L. S.

Department of the Interior

General Land Office.

Washington.

Sep. 11, 1919.

I hereby certify that the annexed copy of patent is a true and literal exemplification from the record which is in my custody in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

L. T. C. Lamar

Recorder of the General Land Office.

(Seal of the General Land Office)

.CONTINUATION CERTIFICATE.

STATE OF OREGON)
 : ss.
County of Clackamas)

The HAMMOND ABSTRACT COMPANY hereby certifies that it has carefully examined the records of said County with reference to the title to the property described in the caption of this continuation since the 12th day of - August- A. D. 19 19 and there are no deeds, mortgages, or other instruments of writing or liens of any kind affecting the same of record since said date, other than those hereinbefore given.

Unless otherwise specifically mentioned herein, this abstract does not include any examination or report on:

1. Any proceeding for the establishment, vacation or change of roads, highways, streets, or alleys, unless terminated and shown upon the record of Town Plats in the office of the Recorder of Conveyances.
2. Water or mining rights or matters relating thereto.
3. Municipal assessments for street, sewer, sidewalk, or other improvements if the property described herein lies within any incorporated city.
4. Personal property assessed pursuant to Section 3648, of Lord's Oregon Laws, as amended by Chapter 407 of Laws of 1917, or charged against the property herein described pursuant to Chapter 406, Laws of 1917.
5. Any liens for taxes not yet shown upon the tax rolls in the office of the Tax Collector.

Witness the name and corporate seal of said corporation hereto affixed this 16th day of September, A. D. 1919, at eleven o'clock A. M.

HAMMOND ABSTRACT COMPANY.

By *Philip Hammond*
Vice President.

M O R T G A G E .

John Kraxberger Jr. and
Anna Kraxberger, husband and wife.
To

The Federal Land Bank of
Spokane, a Corporation.

Dated, Sept. 20, 1919

Filed, Sept. 30, 1919

Vol. Page.

Consideration \$1050.00

Grant, bargain, sell, convey and warrant.

The following described real estate, situate in the
County of Clackamas, State of Oregon, to-wit;

Beginning at the quarter corner between sections Eleven and Fourteen which is an iron bar firmly established, thence south 20.00 chains to center of County Road, thence east following County Road 1.63 chains, thence south $79^{\circ} 09'$ East following County Road, 15.26 chains; thence north 46° East 5.56 chains, thence north 21.65 chains; thence west 20.13 chains to point of beginning, containing 45.58 acres; all in Section Fourteen Township Four south, Range One, East of the Willamette Meridian

together with the tenements, hereditaments, rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering, and irrigating, apparatus and fixtures, now or hereafter belonging to or used in connection with the above described premises; and together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof, or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property.

This instrument is intended as a mortgage to secure the performance of the covenants and agreements hereinafter contained and

Should the mortgagors be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may perform the same, and all expenditures made by the mortgagee in so doing, or under any of the covenants or agreements herein shall draw interest at the rate of 8 per cent per annum, and all such expenditures shall be repayable by the mortgagors without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the mortgagee for any of the purposes herein referred to.

Time is material and of the essence hereof, and if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants herein contained, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of the said mortgagee given before said expenditure is made, then, in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee become immediately due without notice, and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of any default, but such option shall be and remain continuously in full force and effect.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorneys fees and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure.

The rents, issues and profits of the mortgaged property, to and until the maturity of the indebtedness secured hereby, either by lapse of time or by reason of default of the mortgagors, shall belong to the mortgagors, but upon such maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues, and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect, the rents, issues and profits of the mortgaged premises.

Each of the covenants and agreements herein shall be binding upon all successors in interest of each of the mortgagors and each shall inure to the benefit of any successors in interest of the mortgagee.

Unless the mortgagee, in writing shall give its consent to the modification thereof, all moneys loaned to the mortgagor and secured by this mortgage shall be expended only for the purposes set out in the original application for this loan, and said original application is hereby referred to and made a part of this mortgage.

This mortgage and the note secured hereby executed and delivered under and in accordance with the said Federal Farm Loan Act, and are subject to all the terms, conditions and provisions thereof,

which Act is made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

Witnesses:

H. Arthur W. Graham

John Kraxberger, Jr (SEAL)

D. Newsbrum

Anna Kraxberger (SEAL)

Nil Cents revenue stamps
attached to note and duly canceled.

Acknowledged before H. Arthur W. Graham Notary Public for
Oregon in Clackamas County, Oregon, on Sept. 27, 1919, 1919.
(Seal of Notary).

My commission expires June 5, 1920

Certificate

(On Continuation of Abstract)

The undersigned hereby certifies that the foregoing abstract of title, consisting of Sheets numbered from 1 to 25 both inclusive, comprises a true abstract of all conveyances, deeds, trust deeds, land contracts, mortgages, leases, mechanics' and other liens, attachments, notices of levy of execution, suits pending, tax sales, tax deeds, probate proceedings, special proceedings, bankruptcy and insolvency proceedings, unsatisfied judgments in State Courts and Federal Courts holding terms in the County, if any; transcriptions of judgments, and any other matters not herein specified, of record in the public offices in the County of Clackamas, and State of Oregon prior to the 1st day of October, 1919, at 8.00 o'clock, A. M., affecting the title to or constituting liens upon the following described real estate situate in said County, to-wit:

Beginning at the quarter corner between Sections Eleven and Fourteen which is an iron bar firmly established, thence south 20.00 chains to center of County Road, thence east following County Road 1.63 chains; thence south 70° 09' East following County Road, 15.26 chains; thence north 46° East 5.56 chains, thence north 21.65 chains; thence west 20.13 chains to a point of beginning, containing 45.58 acres; all in Section Fourteen Township Four south, Range One, East of the Willamette Meridian.

If said land, or any portion thereof, is situate within an irrigation, drainage, road or other special assessment district, report on special assessments:

Report on Taxes: See former sheet

This certificate is made for and at the request of The Federal Land Bank of Spokane, this 1st day of October, 1919.

Hammond Abstract Company

By


Vice-President