

CFR 1024

Ernest F. Jernstedt

APPLICATION FOR CENTURY FARM HONORS

Deadline for Filing Application - May 1, 1994/5

Yamhill
CFR 10.24

(Please type or print)

Telephone #: Redacted for Privacy

Your Name (Mr., Mrs., Ms., Miss) Ernest F. Jernstedt

Your Address Redacted for Privacy
Street, Route or Box # City Zip Code

Location of Farm Yamhill County Sec.25/T3S/R4W

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: Frank Theodore Jernstedt

Founder gained ownership of farm in (Year) 1891
(ATTACH VERIFYING DOCUMENTATION, See Rule 9).

Founder came to Oregon from Sweden via Kansas and Colorado

Who farms the land today? Mark R. Payne

Relationship to original owner None

Are any of the original buildings still in use? yes

If yes, which ones? an old barn

If you know crops or livestock raised on farm one hundred years ago, please list: crops-- wheat, oats, red clover (hay and seed)

livestock-- horses, several dairy cows, hogs, chickens

What do you raise on the farm today? wheat, oats, barley, grass and legume seed crops, alfalfa hay

How many generations live on the farm today? 2

Please list names: Ernest F. Jernstedt (3rd) Joani Jernstedt (4th)

see CFR 0552



OREGON HISTORICAL SOCIETY

AT
THE *oregon history center*

1200 S.W. PARK AVENUE PORTLAND, OREGON 97205-2483
503/306-5200 TELEPHONE 503/221-2035 FACSIMILE 503/306-5194 TDD

November 7, 1995

Mr. Ernest F. Jernstedt
Redacted for Privacy

Dear Mr. Jernstedt:

I am delighted to announce that the Yamhill County Historical Society will be having their meeting to honor the 1995 Yamhill County Century Farms on

Tuesday, December 12th, at the

Community Christian Church
2831 N E Newby, McMinnville

There will be a potluck lunch at noon, which you are invited to join in, and the program will start at between 12:30 and 12:45. We will be presenting to you the Century Farm certificate honoring the historic Frank Theodore Jernstedt farm.

I'm very much looking forward the program and especially meeting you.

Sincerely,

Ben Brentano, Secretary

KNOW ALL MEN BY THESE PRESENTS, That ERNEST F. JERNSTEDT, executor of the estate of MIRIAM IRENE JERNSTEDT, deceased, Grantor, pursuant to Order of the Circuit Court of the State of Oregon for Yamhill County, dated the 2nd day of April, 1971, in the matter of the estate of MIRIAM I. JERNSTEDT, deceased, authorizing the said executor to sell the real property described herein at private sale for cash, for and in consideration of the sum of \$60,000.00, does hereby grant, bargain, sell and convey unto ERNEST F. JERNSTEDT and EMILY J. JERNSTEDT, husband and wife, hereinafter called Grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, tenaments, hereditaments, and appurtenances thereto belonging or in any ways appertaining, situated in the County of Yamhill, State of Oregon, and described as follows:

A part of the Donation Land Claim of Eli Perkins and Sallie Perkins, his wife, in Sections 25 and 26, Township 3 South, Range 4 West of the Willamette Meridian in Yamhill County, Oregon, said part being described as follows, to-wit:

Beginning at a point 20.18 chains North of the Southwest corner of said Donation Land Claim at a stone in the center of County Road now there, which stone is due West of the West end of the plank fence leading from said County Road Easterly along the South boundary line of the tract herein described; thence along said plank fence 88.60 chains to the East boundary line of said Donation Land Claim to a point 20.18 chains North of the Southeast corner of said Donation Land Claim; thence North 17.25 chains; thence South 89° 55' West 88.60 chains to the West boundary line of said Donation Land Claim; thence South 17.25 chains to the place of beginning.-----

SUBJECT to an easement, including the terms and provisions thereof, being 10 feet in width, from Miriam I. Jernstedt to Portland General Electric Company, a corporation, dated and recorded September 18, 1953 in Book 171, Page 173, Deed Records.

ALSO SUBJECT To a 20 foot road right of way over the South 20 feet of the property in question disclosed by a deed recorded December 3, 1897 in Book 34, Page 440, Deed Records of Yamhill County, Oregon.

Subject also to rights of the public in streets, roads and highways.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer stated in terms of Dollars is \$60,000.00

In construing the singular includes the plural as the circumstances may require.

WITNESS grantor's hand this 10th day of June, 1971

Ernest F. Jernstedt, Exec.

Ernest F. Jernstedt, Executor of the estate of Miriam I. Jernstedt, Deceased

STATE OF OREGON)
) ss
County of Yamhill)

June 10, 1971

Personally appeared the above named Ernest F. Jernstedt and acknowledged to me that he is the duly appointed, qualified and acting executor of the estate of MIRIAM I. JERNSTEDT, deceased, and that he executed the said deed pursuant to the order of court last described therein. Before me:

Rollin B. Wood

Notary Public for Oregon
My Commission expires: January 3, 1973



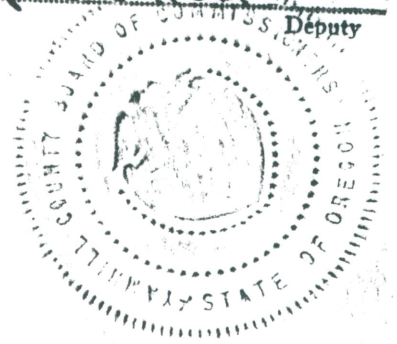
STATE OF OREGON, } ss.
County of Yamhill, }

9178

I, JACK BEELER, County Clerk in and for said County and State, do hereby certify that the within Instrument of Writing was received and has been by me duly recorded on Page 1031 of Volume 84 of the Records of Deeds for said County, on this 10 day of June A. D. 19 71, at 3:24 o'clock, P.M.

In testimony whereof, I have hereto subscribed my name and affixed my Official Seal.
JACK BEELER, County Clerk

By Opal A. Wood Deputy



ACKNOWLEDGMENT

STATE OF OREGON, }
County of Yamhill, } ss.

On this 3rd day of March A. D. 19 34, personally came before me, a NOTARY PUBLIC in and for said County and State, the within-named Muriel Jernstedt, also known as Muriel A. Jernstedt, widow of Maurice A. Jernstedt, deceased,

~~and~~ ~~his~~ ~~wife~~, to me personally known to be the identical person described in and who executed the within instrument, and acknowledged to me that she executed the same freely for the uses and purposes therein named.

WITNESS my hand and Notarial Seal this 3rd day

of March A. D., 19 34

Eugene Emersh
Notary Public for Oregon.

(SEAL)

My Commission Expires June 15th, 1937.

Quit Claim Deed

FROM

Muriel Jernstedt, widow

TO

Ernest F. Jernstedt

STATE OF OREGON, }
County of Yamhill, } ss.

I certify that the within instrument was received and duly recorded by me in Yamhill County Records, Book

of Deeds, Vol. 109 Page 678

on the 8

day of Jan, 19 35

E. F. PERKINS

COUNTY CLERK

By C. W. Hutchens Deputy

Filed JAN -8 1935

at 10:50 o'clock A.M.

E. F. PERKINS

COUNTY CLERK

By *C. W. Hutchens* Deputy.

Deputy.

Muriel A. Jernstedt

28904
17
RECORDED
INDEXED

This Indenture Witnesseth, That Muriel Jernstedt, also known as Muriel

A. Jernstedt, widow of Maurice A. Jernstedt, deceased,

----- for the consideration of the sum of
One and no/100 ----- DOLLARS,
to her paid, has bargained, sold and quitclaimed, and by these presents does bargain,
sell and quitclaim unto Ernest F. Jernstedt -----

the following described premises, to-wit:

Situate in Yamhill County, State of Oregon, and being a part of the D.L.C. of Eli Perkins and Sally Perkins, his wife, in Township Three South of Range Four West of the Willamette Meridian in said County and State, and said part being bounded as follows, to wit: Beginning at a point 20.18 chains North of the Southwest corner of said D.L.C. at a stone in the center of the County Road now there which stone is due West of the West end of old plank fence line leading from said County Road easterly along the North line of the tract hereby conveyed; thence running along said old plank fence line 88.60 chains to the East boundary line of said D.L.C. to a point 20.18 chains North of the Southeast corner of said D.L.C.; thence South 17.18 chains to the Southeast corner of tract hereby conveyed; thence South 89° and 55' West 88.60 chains to the West boundary line of said D.L.C. and to a point 3.00 chains North of the Southwest corner of said D.L.C.; thence North along the West boundary line of said D.L.C. 17.18 chains to the place of beginning and containing 152.22 acres, more or less. Also together with that certain right of way for a road twenty feet wide on the South side of and over the same along the South boundary of that certain tract of land heretofore conveyed by Wm. D. Fenton and Katie L. Fenton to Frank Jernstedt by deed dated December 1st, 1897, and duly recorded December 3, 1897, at page 440 of Book 34 of Records of Deeds for said County, said above described premises and said right of way being premises and right of way described in deed executed by Wm. D. Fenton and wife to said W.C. Spence, as recorded at page 241, Book 66 of Deed Records of said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said

Ernest F. Jernstedt -----his heirs and assigns forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal

this 3rd day of March A. D., 19 34

Done in the presence of

Muriel A. Jernstedt (Seal)
----- (Seal)
----- (Seal)
----- (Seal)

(6)

KNOW ALL MEN BY THESE PRESENTS, that ~~Frank J. [unclear]~~

~~his~~ his wife of ~~Washington~~ ^{Washington} County, State of Oregon are held and firmly bound unto ~~Frank J. [unclear]~~ ^{E. P. [unclear]} of Yamhill County, Oregon,

~~his~~ heirs, assigns and legal representatives forever, in the penal sum of ~~1500.00~~ ^{1152.83.00} for the payment of which well and truly to be made and done, the said obligators bind themselves, their heirs, assigns and legal representatives forever, as witness our hands and seals, this ~~first day of October, 1902~~

Now the condition of the above obligation is such that whereas the said ~~Frank J. [unclear]~~ ^{Frank J. [unclear]} has agreed to sell and convey to the said ~~Frank J. [unclear]~~ ^{E. P. [unclear]} upon the terms and in the manner hereinafter stated, the following described real premises, to wit; being a part of the donation land claim of Eli Perkins and Sallie Perkins, his wife in Yamhill County, Oregon, said part being described as follows, to wit:

Beginning at a point 20 chains and 18 links north of the S.W. corner of said donation land claim at a stone in the center of county road now there, which stone is due ~~NAKEN~~ west of the west end of the plank fence leading from said county road easterly along the south boundary line of the tract herein conveyed, thence along said plank fence now there, 38 chains, 60 links to the east boundary line of said donation land claim to a point 20 chains, 18 links north of the S. E. corner of said donation land claim; thence north 17 chains, 25 links, thence south 89 degrees, 55 minutes west 38 chains, 60 links to the west boundary line of said donation land claim, thence south 17 chains, 25 links to the place of beginning; containing 152.83 acres in Yamhill county, Oregon, ^{Reserving to said N. D. Smith the right of way for a road 20 feet wide on the South side of said lands and over the same} and whereas the said obligee has agreed to pay for said premises

^{1152.83.00} the sum of ~~1500.00~~ which such sum ~~has been herebefore paid, leaving still due and unpaid~~ purchase price,

thereof, \$5382.00, which last named sum the said obligee hereby agrees to pay to the said obligor, the said W. D. Fenton, in six equal annual instalments with interest thereon, until paid at the rate of 9% per annum, payable annually, Oct. first of each year, which said instalments are as follows, to wit:

- #1, On October 1st, 1892, \$897.00 principal with interest thereon from Oct. 1st, 1891 until paid at 9% per annum.
- #2, on October 1st, 1893, \$897.00 with interest thereon from Oct. 1st, 1891 at 9% per annum interest payable annually.
- #3, on October 1st, 1894, \$897.00 with interest thereon from Oct. 1st, 1891 at 9% per annum, interest payable annually
- #4, on October 1st, 1895, \$897.00 with interest thereon from Oct. 1st, 1891 at 9% per annum interest payable annually.
- #5, on October 1st, 1896, \$897.00 with interest thereon from October 1st, 1891 at 9% per annum, interest annually.

#6, on October 1st, 1897, \$897.00 with interest thereon from Oct. 1st, 1891 at 9% per annum interest payable annually.

And it is agreed that said obligee may pay either or any or all of such sum ^{there} at his option on or before the maturity thereof, with interest thereon to the date of such payment. It is further agreed that if the said obligee shall be in default of the payment of such principal and interest or any part thereof when due, that then the said obligor may treat and hold ~~all~~ such principal and interest as due and collectible at once and this bond may be foreclosed therefor.

Frank Jernstedt

And whereas the said obligor the said W. D. Fenton, agrees that upon the payment of such unpaid purchase price, principal and interest, as herein before agreed to the extent of the first three instalments of principal with the interest thereon, and the

obligator ^{and P.C. Jernstedt} will on said day execute and deliver to the said ^{E.P. Jernstedt} ~~Frank~~ Jernstedt, his heirs and assigns, a good, sufficient warrenty deed to said real premises so sold as aforesaid and will convey the same to the said ^{E.P. and P.C. Jernstedts} ~~Frank~~ Jernstedt, his heirs and assigns, ~~and~~

~~that at such time in order to secure the then unpaid purchase price and interest due thereon upon said lands, the said Frank Jernstedt with his wife, their heirs and assigns, will execute and deliver to the said W. D. Fenton, his heirs and assigns, their good and sufficient first mortgage of and upon said premises, to secure the said unpaid purchase price and interest thereon, in accordance with promisory notes then to be drawn, executed and signed by the said Frank Jernstedt and wife in favor of the said W. D. Fenton, his heirs and assigns or legal representatives, drawing 9% interest per annum, interest payable annually on Oct. 1st of each year in all manner, in accordance with the terms of said~~

~~deed~~; and it is further agreed that until the said deed shall be executed and delivered to said ^{E.P. and P.C. Jernstedt} ~~Frank~~ Jernstedt, his heirs and assigns, that the said ^{Frank Jernstedt} ~~W. D. Fenton~~ is to be deemed the owner of said real premises and to pay the taxes lawfully assessed thereon.

Now therefore if the said obligors upon the performance of the conditions of this bond and contract, on the part of the said Frank Jernstedt, his heirs and assigns, shall well and truly perform and keep their covenants and agreements herein on their part, then this obligation to be null and void, otherwise to be and remain in full course and effect.

IN WITNESS whereof the parties have hereunto set their hands and seals in duplicate, this first day of October, 1891.

Wm. Jernstedt
John Jernstedt
Alfred Jernstedt
Ed. Jernstedt
Wm. Jernstedt

W. D. Fenton
Katie D. Fenton
Frank Jernstedt
Ernest Jernstedt

Est
Ed
Ed
Ed

State Of Oregon,
County of Multnomah.) ss

~~October~~ ^{September} 28th 1891 before me the undersigned, personally appeared the within named, W. D. Fenton, and Katie L. Fenton, his wife known to me to be the persons described in and executed the within instrument, and acknowledged the same to be their free act and deed, and the said Katie L. Fenton, on a private examination made by me separate and apart from her husband, acknowledged to me that she executed the same freely and voluntarily and without compulsion from anyone.

IN WITNESS whereof I have hereunto set my hand and notarial seal the day and year last above written.

E. H. Peery
Notary Public for Oregon.

State of Oregon,
County of Yamhill.) ss

~~October~~ ^{September} 28th 1891, before me the undersigned, personally appeared the within named Frank Jernstedt and Anna Jernstedt, his wife, known to me to be the persons described in and who executed the within instrument, and acknowledged the same to be their free act and deed, and the said Anna Jernstedt, on a private examination made by me separate and apart from her husband, acknowledged to me that she executed the same freely and voluntarily and without compulsion from anyone.

IN WITNESS whereof I have hereunto set my hand and notarial seal the day and year last above written.

Frank Jernstedt
E. H. Peery
Notary Public for Oregon.

(3)

YAMHILL COUNTY CULTURAL RESOURCES INVENTORY

048

Resource No. B3426/45
I-92

COMMON/HISTORIC NAME: ^{Fenton} ~~Early~~ Barn

T 3S R 4W Sec ²⁵ ~~26~~ 1/4 SW

LOCATION: Rt. 1, Box 35; Carlton, OR

Tax Lot #: 1300

Condition: Good

Construction Date:
1860' - 1870's

PRESENT OWNER: Ernest Jernstedt

PRESENT OWNER'S ADDRESS: ~~Rt. 1, Box 35; Carlton, OR 97111~~
Redacted for Privacy

ORIGINAL OWNER: James Fenton

ARCHITECT/BUILDER:

PRESENT USE: Barn

ORIGINAL USE: Barn

THEME: Agriculture

TYPE:

* * * * *

DESCRIPTION OF THE RESOURCE:

ARCHITECTURAL:

This early barn is one of the oldest barns in the County. Structurally the barn consists of massive broad ax-hewn posts and horizontal members joined together by mortise and tenon. The beams were tongued and notched to fit into cavities in the posts and then pinned with two pegs. The roof is a low-pitched gable, clad in corrugated tin, but originally featured shingles. The rafters are fashioned from split poles. The structure is sided with rough-sawn planks, and corrugated tin on the north and south side elevations. Built slightly into the side of a hill, the barn is entered at the gable-end into a centrally located wagon drive-through.

CONTEXTUAL:

The barn is part of the Jernstedt farm complex. It is situated...

HISTORICAL:

James Fenton was a pioneer from Boone County Missouri. He immigrated to the Oregon Territory in 1865 with his wife, Margaret, and seven children. They first settled in what is now Marion County where he taught school for a year. In 1866 he moved to a farm near McMinnville. Soon after this he bought another tract of land near Lafayette, built an elaborate house, and (most likely) the barn which is the subject of this sketch. The Fenton's had three more children, born to them in Oregon. They were a well-respected and prominent family. Four of James's and Margaret's sons became lawyers, two became doctors, and one became a dentist. Frank Jernstedt took over the property in 1890, shortly after James Fenton died. Frank and his wife Anna were from Sweden. They had six children. The house burned in ¹⁹⁰⁴~~1905~~ but the barn remains in good condition. The Jernstedt family still owns the property.

SOURCES CONSULTED:

- . Jernstedt, Mrs. Ernest. Interview, August 31, 1984.
- . Lawrence and Olgible, Map of Yamhill County, 1878.
- . Metsker Atlas of Yamhill County, 1928 and 1942.
- . Old Surveyors Map, Yamhill County Courthouse.
- . Carlton Elementary School Bicentennial Club. Reflections of Carlton, 1976. p. 14.

RECORDED BY: Cole

DATE: August 31, 1984

FENTON FARM 152 ACRES SEC. 25/T3S/R4W

This farm, the second owned by my grandparents Frank and Anna Jernstedt, was purchased from James D. Fenton in October 1891 and has been continuously owned, operated and/or lived on by members of the Jernstedt family since that time. Frank and Anna Jernstedt had rented and lived on the farm approximately three years before contracting to purchase the property.^(1,2)

James Fenton died shortly after my grandparents took over the farm.⁽³⁾ The legal records show W.D. Fenton and wife as owners of the property in 1891. The record of mortgages of Yamhill County, pages 324-5-6, book 76, indicates that in October 1891 my grandparents gave W.D. Fenton a mortgage on their first farm to purchase the second.⁽⁴⁾ In October 1894, in accordance with the terms of the original agreement and as security for a warranty deed, Frank Jernstedt gave W.D. Fenton a first mortgage on this second farm. In December 1897 the warranty deed was recorded in book 34, page 440, Record of Deeds of Yamhill County.⁽⁵⁾ The fact that my grandparents lived on and operated this farm since 1888 and entered into a purchase agreement with W.D. Fenton in 1891 is the basis for recognition as a Century Farm. They received clear title in 1897.

My father, Ernest F. Jernstedt Sr. and his brother Frederick C. Jernstedt purchased this farm from their parents just prior to World War I.⁽⁶⁾ In 1919 Fred left the partnership to buy a farm of his own. A younger brother, Maurice, joined my father and they farmed together until Maurice died in 1932, at which time my father and mother purchased the brother's interest from his widow.⁽⁷⁾

My father died in 1940 and the property passed to my mother, Miriam I. Jernstedt. My uncle, Leonard R. Jernstedt, was operating manager of the farm until 1950 when I took over the operation. My wife Emily and I have lived on the farm since 1950. My mother died in 1970 and my wife and I purchased the property from her estate.⁽⁸⁾ We own it at the present time and, although I retired from full-time farming in 1992, we continue our interest and involvement in the operation through a crop share agreement with our renter.

Supporting Documentation:

- (1) Peterson, Martin. 1975, "The Swedes of Yamhill." Oregon Historical Quarterly, LXXV (1), pp. 5-27.
- (2) Gaston, Joseph. 1912, "Frank Jernstedt." The Centennial History of Oregon, 1811-1911. Vol. II, pp. 581-582.
- (3) Yamhill County Cultural Resources Inventory, August 1984. Historical Data, page 2.
- (4) Copy of 1891 mortgage enclosed with Application.
- (5) Copy of 1894 warranty deed enclosed with Application.
- (6) Copy of a bond for deed for W.D. Fenton and wife to Frank Jernstedt dated October 1, 1891. (This copy was also used by Frank Jernstedt to document sale of this property to his sons, Ernest and Frederick. We do not have the original of this document but presume it could be among the Fenton family records.)
- (7) Copy of January 1935 Quit Claim Deed enclosed with Application.
- (8) Copy of June 1971 Executor's Deed enclosed with Application.

STATE OF OREGON,

County of Multnomah } ss.

This Certifies, That on this 1st day of December 1897

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wm D. Feuston and Kate L. Feuston his wife

known to me to be the identical person described in and who executed the within instrument, and acknowledged to me that they executed the same.

And Kate L. Feuston wife

of the said

Wm D. Feuston

on an examination made by me separate and apart from her said husband, then and there acknowledged to me that she executed the same freely and voluntarily and without fear, coercion or compulsion from any one.

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

L. H. Stemberk

Notary Public for Oregon

(5)
Marriage Deed.

Wm D. Feuston and

Kate L. Feuston

Frank Smoot

STATE OF OREGON,

County of Grant

I certify that the within instrument

was received for record on the 3rd

day of December A. D. 1897,

at one o'clock P. M., and recorded

in book 24 on page 440. Record of

Deeds of said County.

Witness my hand and seal of County

affixed.

W. T. Meay
Recorder of Conveyances.

By

Deputy.

FROM THE OFFICE OF

Tommy Remington Stearns
Notary Oregon

Know all Men by these Presents, That Wm D Fenton and
Kate L Fenton his wife
of Portland State of Oregon,
in consideration of (\$8057) Eight thousand and fifty seven Dollars
to them paid by Frank Jernstedt
of Clatsop Yamhill County
State of Oregon, have bargained and sold, and by these presents do grant, bargain, sell and convey
unto said Frank Jernstedt his

heirs and assigns, all the following bounded and
described real property, situated in the County of Yamhill and State of Oregon:
Being a part of the donation land claim of Eli Perkins and Sallie
Perkins, his wife, in Yamhill County, Oregon, said part being des-
cribed as follows, to-wit: Beginning at a point 20 chains and 18
links north of the S.W. corner of said donation land claim at a stone
in the center of county road now there, (which stone is due west of
the west end of the plank fence leading from said county road easter-
ly along the south boundary line of the tract herein conveyed, thence
along said plank fence now there) ^{thence East} 88 chains, 60 links to the east
boundary line of said donation land claim to a point 20 chains, 18
links north of the S.E. corner of said donation land claim; thence
north 17 chains, 25 links, thence south 89 degrees, 55 minutes west
88 chains, 60 links to the west boundary line of said donation land
claim, thence south 17 chains, 25 links to the place of beginning;
containing 152.83 acres in Yamhill County, Oregon,

reserving to said Wm D Fenton his heir and assigns a right of way for a road 20 foot wide
on the South side of said lands and over the same, along the South boundary thereof,

Together with all and singular
the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and
also all their estate, right, title and interest in and to the same, including dower and claim of dower.

To Have and to Hold, the above described and granted premises unto the said _____

Frank Jernstedt his
heirs and assigns forever. And William D Fenton
and Kate L Fenton

grantor above named do covenant to and with _____

the above named grantee his heirs and assigns that William D Fenton is lawfully seized in fee
simple of the above granted premises, that the above granted premises are free from all incumbrances,

and that they will and their heirs, executors and administrators
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 _____

In Witness Whereof, we the grantor above named, hereunto set our hand and
seal this 1st day of December 1897

Signed, sealed and delivered in the presence of us as witnesses:

B. L. Lucas
Ernest H. Steinhart

Wm D Fenton
Kate L Fenton

[SEAL]

[SEAL]

[SEAL]

[SEAL]

STATE OF OREGON,

County of *Yamhill* } ss.

This Certifies, That on this *1st* day of *October* A. D. 189*1*

before me, the undersigned, a *Notary Public*

in and for said County and State, personally appeared the within named

Frank Jemstett and Anna Jemstett his wife known to me

to be the identical person described in and who executed the within instrument, and acknowledged to me that *they* executed the same. And

Anna Jemstett

wife of the said

Frank Jemstett

on an examination made by me, separate and apart from *her* said husband,

then and there acknowledged to me that *she* executed the same freely and voluntarily and without fear, coercion or compulsion from any one.

In Testimony Whereof, I have hereunto set my hand and *notarial* seal the day and year last above written.

Frank W. Scribner

Notary Public for Oregon

MORTGAGE.

Frank Jemstett

Anna Jemstett

Chas. D. Scribner

STATE OF OREGON, } ss.
County of *Yamhill*

I certify that the within instrument

of writing was received for record on

the *1st* day of *October*

at *2* o'clock *P.M.*, 189*1*, and

recorded on page *324-326* in Book *76*

Record of Mortgages of said County.

Frank Jemstett

Recorder of Conveyances.

Chas. D. Scribner

Deputy.

FROM THE OFFICE OF

Benjamin M. Harris
Stewart B. Brown
Emmett C. Brown

This Indenture, Made this 10th day of October 1891

by and between Frank Jenstedt and Anna Jenstedt
his wife

M. D. Fenbin parties of the first part, and

part of the second part

Witnesseth, That, whereas, the party of the second part has loaned to the party of the first part the full sum of Fifteen Hundred

Dollars, which sum the said parties of the first part agree to repay on or before 5 years after this date, and to pay interest thereon annually at the rate of eight per cent. per annum from this date until paid; and also to pay all taxes and assessments which may be assessed or levied to or against the part of the second part, or assigns, on account of such loan. All according to the terms of a certain promissory note given therefor, of which the following is a copy:

\$1500 Portland, Oregon, October 10th 1891

On or before 5 years after date, without grace, for value received, no or other of us promise to pay to M. D. Fenbin

or order, at Portland Oregm, Fifteen Hundred Dollars, and interest thereon annually at the rate of eight per cent. per annum from date until paid; all in U. S. Gold Coin.

And no or other of us further agree to pay all taxes and assessments which may be levied or assessed to the holder of this note on account thereof. And in case suit or action is instituted to collect this note or any part thereof, to pay such further sum as the Court may adjudge reasonable as attorney's fees in said suit or action.

Edw. F. Jenstedt
Anna Jenstedt

Now, Therefore, in consideration of said loan, and for the purpose of securing the payment of the said several sums of money named in said note, and the faithful performance of all the covenants herein contained, the parties of the first part do hereby grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns forever, all of that certain real estate, situate in Yamhill County and State of Oregon, and described as follows, to-wit:

Being a part of the Donation Land Claim of Ruel Olds and Elmira Olds his wife, Notification No. 1548, Claim No. 70, in sections 26 and 35 in Township 3 South of Range 4 West, and said part being bounded as follows to-wit: Beginning at the South East corner of said Donation Land Claim; thence West along South boundary line of claim 31.62 $\frac{1}{2}$ chains; thence North 31.62 $\frac{1}{2}$ chains; thence East 31.62 $\frac{1}{2}$ chains to East boundary line of claim; thence South 31.62 $\frac{1}{2}$ chains to the place of beginning, containing 100 acres of land

as above provided will render this conveyance void.

But it is expressly provided, that time and the exact performance of all the conditions hereof is of the essence of this contract, and in case default be made in the payment of any of said sums of money, when due and payable, as above provided, either of the principal or any installment of interest, or any portion thereof, or of any of the said taxes, or in the performance of any of the covenants or conditions herein provided on the part of the Mortgagor, then the whole of the principal sum and the interest accrued at the time default is made, and all taxes which the holder of said note shall have paid or become liable to pay, shall, at the option of such holder, become due and payable, and this Mortgage may be foreclosed at any time thereafter.

And it is also expressly agreed between said parties that if any suit is instituted to effect such foreclosure, by reason of any such default, the party to such suit holding this Mortgage may recover therein as attorney's fees such sum as the Court may adjudge reasonable, in addition to costs and disbursements allowed by the code of civil procedure.

In Testimony Whereof, The parties of the first part have hereunto set their hand and affixed their seals this 1st day of October 1891.

Executed in presence of us, as witnesses:

G. M. Eldman
Frank W. Fenton

Frank W. Fenton [SEAL.]
Anna Jernstedt [SEAL.]
[SEAL.]
[SEAL.]