

Gold Coin for value received with interest after date in like Coin at the rate of ten percent per annum until paid And in case suit or action is instituted to collect this note or any portion thereof I promise to pay such additional sum as the Court may adjudge reasonable as attorneys fees in said suit or action, signed John N. Borche Due Sept 29/89. And the Payment of said note shall render void this conveyance; but in case default is made in the payment of the principal or interest in said note expressed when either principal or interest shall become due then the whole sum both the principal and interest accrued at the time default is made shall become due and payable and the party of the second part may foreclose this Mortgage at any time thereafter. And the party of the first part covenants to pay the sum and interest named in said note. And it is further expressly agreed between the parties to this Mortgage that if the party of the second part is compelled to foreclose this Mortgage by reason of non-payment of said note or any portion thereof then in addition to the sum found due at the time of such foreclosure he shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys fees in said suit or action in addition to costs and disbursements allowed by the Code of Civil Procedure and the Court making the decree of foreclosure is authorized to include in such decree the sum aforesaid upon demand of plaintiff in such foreclosure suit. In Witness Whereof The said party of the first part has hereunto set his hand and seal

signed sealed and delivered in the presence of
 John N. Borche Seal
 N. G. King
 E. M. Green

Recorded Aug 1st 1889.

A. R. Tozier Auditor