

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

Recorded Aug 1<sup>st</sup> 1889.

A. R. Togin auditor