

wit: Southwest quarter (1/4) Section Twelve (12) Township Three (3) north seven (7) east.

Together with the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To have and hold the same, with the appurtenances, unto the said H. L. Powers heirs and assigns forever.

This Conveyance is intended as a mortgage to secure the payment of the sum of Four Hundred Twenty Five ⁰⁰/₁₀₀ (\$425.00) Dollars, in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$425.00

May 17th, 1902.

Ninety days after date, without grace, I promise to pay to H. L. Powers or order, Four hundred twenty five Dollars, in U. S. Gold Coin, for value received, with interest after date in like coin, at the rate of 8 per cent per annum until paid, interest payable when due. 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 attorney's fees in said suit or action.

Now, if the sum of money mentioned in said promissory note shall be paid, according to the agreement therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal or interest, as above provided, then the said promissory note shall at the option of the legal owner and holder thereof, at once become due and payable, and such owner and holder by reason thereof may foreclose this mortgage at any time thereafter, and sell the premises above described, with all and every of the appurtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal and interest, together with the cost and charges of making such sale, and a reasonable sum as attorney's fees and the surplus if any there be, paid over to the said Chas. J. Campe & Ellen Campe his wife heirs or assigns. In case a suit is instituted to foreclose this mortgage for any of the reasons herein contained, the plaintiff in such suit shall be entitled to recover such sum as the Court shall adjudge reasonable as attorney's fee therein, and the said parties of the first part for their heirs, executors and administrators do covenant and agree to pay the said part of the second part their executors, administrators or assigns the said sum of money, as above mentioned.

Witness our hand and seal this 17th day of May A.D. 1902.

Satisfied

Bk G? mtg

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