

Albert E. Weber & wife to H. L. Powers.

This Indenture Witnesseth, That Albert E. Weber & Maggie Weber his wife parties of the first part, for and in consideration of the sum of Four Hundred Twenty Five & 00/100 Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and conveyed and by these presents do bargain, sell and convey unto H. L. Powers party of the second part, the following described premises, to-wit: Southeast quarter (1/4) Section Twelve (12) Township Three (3) north seven (7) east Together with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining. To have and hold the same, with the appurtenances, unto the said H. L. Powers, heirs and assigns forever.

Satisfied
BK F Mtg
Pg 582

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 16th, 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 sums 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 & 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 Albert E. Weber & Maggie Weber 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 part of the said part for ~~these~~ heirs, executors and administrators do covenant and agree