a certain promissory note of which the following is a copy to-wit:

$425.00 Portland, Oregon May 23rd, 1902

Ninety days after date, without grace, I promise to pay to H. L. Powers or order, at the office of Hartman Thompson & Powers, Portland, Oregon, 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 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 overplus if any there be, paid over to the said Chas. F. Passig Heirs or assigns, In case a suit is instituted to foreclose this mortgage for any of the reasons therein 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 party of the first part for his heirs, executors and administrators does covenant and agree to pay the said party of the second part his executors, administrators or assigns the said sum of money as above mentioned

Satisfied BK F Mtg Pg 580

Witness my hand and seal this 23rd day of May, A. D. 1902.

Done in the presence of
John Stewart
O. M. Smith

Charles F. Passig (Seal)

State of Oregon
County of Multnomah } ss.

This Certifies, That on this 23 day of May, 1902, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Chas F. Passig known to me