

Wm Titus & wife to H. L. Powers.

This Indenture Witnesseth, That Wm Titus & Hattie Titus 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, have 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:

South half ($\frac{1}{2}$) of the northeast quarter ($\frac{1}{4}$) and the south half ($\frac{1}{2}$) of the northwest quarter ($\frac{1}{4}$) of Section fourteen (14) 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 his 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 Portland, Oregon, May 24th, 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 & 00/100 in U. S. Gold Coins 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 Wm Titus

Satisfied

BK F mtg

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