

bargained and sold and by these presents do grant, bargain, sell convey unto the said Mortgagee, its successors, legal representatives and assigns, those certain premises situate in the county of Skamania and State of Washington and described as follows, to-wit:

The Northwest quarter of the Southeast quarter of Section thirty-four in Township two North of Range six East of the Willamette Meridian, excepting therefrom a certain right of way extending to about five acres heretofore deeded to the Portland & Seattle Railway Company, and also excepting about five acres, being that portion west of the County Road and south of the Railroad said County Road running from the Railroad to the Columbia River. The land hereby conveyed contains thirty acres more or less.

Together with all the right to use the water for irrigating said premises and for domestic use thereon to which the Mortgagors or the said premises hereby conveyed, are now or may hereafter become entitled or which now or may hereafter be used on said premises however the same be evidenced and together with all shares of stock or shares of water in any ditch or irrigation company which in any manner entitle said mortgagors to water for irrigating or domestic purposes upon said premises. Together with all and singular the tenements hereditaments and appurtenances thereunto belonging or appertaining, together with the rents, issues and profits of the mortgaged premises including crops sown or to be sown thereon. To have and to hold the same unto the said Mortgagee, its successors and assigns forever.

The condition of this conveyance is such that, Whereas the said Mortgagee has loaned to J.T. Bagley and Eva B. Bagley his wife, the said mortgagors the full and just sum of Twelve hundred (\$1200.00) Dollars in U.S. Gold Coin, which is to be repaid in like Gold Coin, together with interest thereon payable annually at the rate of eight per cent per annum and according to the tenor and effect of the following described promissory notes, being one principal note and three interest notes, said notes being substantially of the tenor and effect following to-wit:

One Principal Note for twelve hundred Dollars payable first April 1912; One interest note for ninety-seven and 60/100 Dollars payable First April 1910; one interest note for ninety-six Dollars payable First April 1911; One interest note payable First April 1912. All of which note dated March 26th 1909 are executed by J.T. Bagley and Eva B. Bagley his wife, the said Mortgagors to the said Mortgagee on an actual loan of twelve hundred (\$1200.00) Dollars, and are payable to the order of the said Mortgagee at its chief office, Edinburgh, Scotland, in United States Gold Coin, with interest at the rate of eight per cent per annum after maturity.

And Whereas the said Mortgagors for themselves and for their heirs and assigns have covenanted and agreed and do hereby covenant and agree to and with the said mortgagee its successors and assigns as follows: 1. That they will pay each and all of said notes promptly as they become due. 2. That this mortgage shall be deemed a mortgage of the rents and profits as well as of the real property above described. It is understood that until default be made on some one or all of the obligations and conditions by the Mortgagors here in assumed, the Mortgagors may remain in possession of the Mortgaged properties but in the event of default on the part of the Mortgagors in the payment of all or any of the moneys herein by the Mortgagors agreed to be paid or default in the performance of some or all of the conditions or obligations of this mortgage by the mortgagors assumed or upon the mortgagors imposed, then the mortgagee may immediately foreclose this mortgage and without further notice to the Mortgagors may apply to the court for the appointment of a receiver and the court is hereby authorized to appoint a receiver to take the custody and care of the mortgaged property, collect the rents and profits thereof, harvest, marked any growing crops thereon, the proceeds thereof to be applied in payment pro tanto of the amounts due or payable or chargeable under this mortgage. 3. That they will keep the improvements in good repair and will not do or permit any waste of the premises hereby mortgaged. 4. That they have a valid and unincumbered title in fee simple of the said premises. 5. That they will pay all taxes and charges that may be assessed on said premises and on this mortgage and on the debt hereby secured before they become delinquent. 6. That during the existence of this debt they will keep