

towit: Towit: The North half ( $N\frac{1}{2}$ ) of the Southwest quarter (S.W. $\frac{1}{4}$ ) and Lots Nos. 3 & 4 (three and four) of Section Twenty two (22), Township Three (3) North of Range six (6) East of the Willamette Meridian, containing 170.70 acres more or less. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, including all gas and electric fixtures; and together with all the rights of the use of water for irrigating said premises, and for stock and domestic use, to which the said Mortgagor, or the premises hereby conveyed, are now or may hereafter become entitled, or which is now or may be hereafter used on said premises, however the same may 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 Mortgagor to water for irrigating or domestic purposes on said premises; and together with all pumping or other irrigation plants or apparatus used on or connected with the supplying of water for irrigation, stock or domestic purposes.

3. To Have and to Hold the above granted premises, and each and every part thereof, unto the said Mortgagee, and to its successors and assigns forever; and the said Mortgagor does hereby covenant to and with the said Mortgagee that they are the owners in fee simple of all of the aforesaid lands and water rights, that the same are all free from encumbrances and that the said Mortgagor will forever Warrant and Defend the title thereto against the lawful claims of all persons whomsoever.

4. This conveyance is intended as a Mortgage to secure the payment of Six Thousand Five Hundred \$6500.00 Dollars, gold coin of the United States, together with interest at the rate of Eight (8) per cent, per annum from date until paid, according to the terms and conditions of a certain promissory note bearing even date herewith, together with all interest coupon notes attached and together with all exchange on said notes is made by the said Mortgagor and payable at Portland, Oregon, on September 15th, 1918. Interest payable semi-annually. all payable to the order of the International Mortgage Bank, a corporation; and these presents shall be void if such payment be made according to the tenor and effect of each and every of the foregoing principal and coupon notes.

5. And as a further consideration for the making of this mortgage the said Mortgagor does hereby covenant and agree that he will pay all taxes or assessments of whatsoever kind levied or assessed against the aforesaid lands and water rights when the same become due and before the same become delinquent; that he will keep all of the buildings on said premises insured in the sum of not less than \$----- in an insurance company satisfactory to and to be named by the said Mortgagee, which policy shall provide that loss, if any, is payable to the Mortgagee as its interest may appear, which policy shall be delivered to and held by said Mortgagee; that the Mortgagor will keep said premises and all of the buildings, fences and other improvements upon said premises in as good condition and repair as the same are now in, or may be hereafter put into, during the continuance of the lien of this mortgage, ordinary wear only excepted, and shall not commit or permit any waste on said premises, or cut or remove or permit the same to be done any timber or trees growing thereon, without permission, in writing, having first been obtained from the said Mortgagee, until the moneys and debt hereby secured are fully paid.

6. That this mortgage shall secure the payment of any and all sums of money which may be hereinafter advanced or paid by the said Mortgagee for the benefit of or to or on account of the said Mortgagor, and in case of the failure of the Mortgagor to comply with each and all of the agreements herein contained, the Mortgagee may pay any sums necessary to protect its mortgage security, any delinquent taxes, have said premises insured, and keep the same in repair, at the expense of the said Mortgagor and any sums advanced to or for said mortgagor, and all sums so paid in protecting the Mortgagee's security, taxes, insurance or