

SHIELDS TO FRANKEL

THIS INDENTURE, Made this Fifth day of December A.D. 1914, by and between Nora Shields, (a widow) and Nora Shields Administratrix of the Estate of William H. Shields, Deceased, of the County of Skamania, and State of Washington, hereinafter called the Mortgagors, and Julius Frankel of Park City, Utah hereinafter called the Mortgagee,

WITNESSETH: That the said Mortgagors, for and in consideration of the sum of Two Thousand and two hundred Dollars, United States Gold Coin, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said Mortgagee, his heirs, legal representatives and assigns, those certain premises situate in the County of Skamania and State of Washington, and described as follows, to-wit: All of the Northwest quarter (NW $\frac{1}{4}$) of Section Thirty two (32) in Township Two (2) North of Range Five (5) East of the Willamette Meridian containing One hundred sixty acres, more or less. Together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which the said Mortgagors, or the premises hereby conveyed, are now or may hereafter become entitled, or which now are or may hereafter be 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 Mortgagors to water for irrigating or domestic purposes upon said premises.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or appertaining, together also with the rents, issues and profits of the mortgaged premises, including the crops sown or to be sown, or grown thereon. To have and to hold the same unto the said Mortgagee his heirs legal representatives and assigns forever.

The Condition of this conveyance is such that, Whereas, the said Mortgagee has loaned to Nora Shields (a widow) and Nora Shields, Administratrix of the Estate of William H. Shields, Deceased the said Mortgagors the full and just sum of Two thousand two hundred 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, that is to say:

One Principal Note for Two thousand two hundred Dollars, payable 1st December 1917
One Interest Note for One hundred seventy four (\$174) Dollars, payable 1st December 1915
One Interest Note for One hundred seventy six (\$176) Dollars, payable 1st December 1916
One Interest Note for One hundred seventy six (\$176) Dollars, payable 1st December 1917

All of which Notes dated 5 December 1914 are executed by Nora Shields (a widow) and Nora Shields, Administratrix of the Estate of William H. Shields, deceased, the said Mortgagors to the said Mortgagee, on an actual loan of Two thousand two hundred Dollars, and are payable to the order of the said Mortgagee at Portland, Oregon in United States gold coin, with interest at the rate of eight per cent per annum after maturity.

This mortgage is made pursuant to an order of a judge of the Superior Court of the State of Washington for the County of Skamania in the matter of the Estate of William H. Shields deceased, and which order authorized the Administratrix Nora Shields, to execute this Mortgage for the sum of Two thousand five hundred dollars upon the land and premises herein described which order of Court bears date January 15, 1914 and modified by Order of Court authorizing the mortgage to be made for Two Thousand two hundred dollars, which latter order bears date 21st November 1914.

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, his heirs, legal representatives 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 in some one or