

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 A.R. Babcock and Lydia A. Babcock, his wife the said Mortgagors the full and just sum of Fourteen Hundred & no/100 (\$1400.00) 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 five interest Notes: Said notes being substantially of the tenor and effect following, that is to say: One Principal Note for Fourteen Hundred & no/100 (\$1400.00) Dollars payable 1st Sept. 1921. One Interest Note for One Hundred fifteen 35/100 Dollars, payable 1st Sept. 1917. One Interest Note for One hundred twelve & no/100 Dollars, payable 1st Sept. 1918. One Interest Note for One hundred twelve & no/100 Dollars, payable 1st Sept. 1919. One Interest Note for One hundred twelve & no/100 Dollars, payable 1st Sept. 1920. One Interest Note for One hundred twelve & no/100 Dollars, payable 1st Sept. 1921. All of which notes dated 21st August, 1916, are executed by A.R. Babcock and Lydia A. Babcock, his wife the said Mortgagors to the said Mortgagee, on an actual loan of Fourteen Hundred & No/100 (\$1400.00) 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.

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 all of the obligations and conditions by the Mortgagors herein assumed, the Mortgagors may remain in possession of the mortgaged properties, but in the event of the 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 of obligations of this mortgage by the Mortgagor assumed or upon the Mortgagors imposed, then the Mortgagee may immediately foreclose this mortgage, and pending foreclosure enter upon and take possession of the mortgaged properties, and a bill to foreclose this mortgage being filed, the Mortgagee 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 properties, collect the rents and profits thereof, harvest and market 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 thereon in good repair, and will not do or permit any waste of the premises hereby mortgaged.