

bears north 74°33' East 814.27 feet distant, said point being marked by a railroad iron for the northwest corner of the F.W. Dehart tract; thence north 73°34' East 245.27 feet to the northeast corner; thence south 16°26' East 204.50 feet to the southeast corner; thence south 73°34' West 207.60 feet to the point of intersection with the East line of the road; thence along the said road line North 49°26' West 40 feet; thence north 26°15' West 92.82 feet; thence north 15°48' West 79.50 feet to the northwest corner or the point of beginning, containing 1.1175 acres.

(c) Commencing at the quarter post to corner of Sections Twenty-one (21) and Twenty-two (22), in Township three (3), north of range Ten (10), E.W.M., said post being identical with the southwest corner of said tract; running thence north 0°19' East 20.17 chains to the northwest corner; thence south 89°59' East 4.96 chains to the northeast corner; thence south 0°19' West 20.17 chains to the southeast corner of said tract; thence North 89°59' West 4.96 chains to the quarter post for Sections Twenty-one (21) and Twenty-two (22), same township and range, of the place of beginning; said tract containing 10 acres, together with all and singular the privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME, To the said mortgagee, its successors and assigns forever, except as hereinafter stated.

This instrument is intended as a MORTGAGE to secure the payment to said mortgagee, its successors and assigns of the sum of money named above as the consideration hereof, together with interest thereon as stated below, in Gold Coin of the United States of America, of the present standard value, evidenced by one certain promissory note as per copy thereof as follows, to-wit:

\$800.00

Spokane, Wash. April 4, 1917.

Five years after date, without grace, I promise to pay to the order of the DETWEED NORTHWESTERN and PACIFIC HYPOTHEC BANK at its office in the City of Spokane, State of Washington, Eight Hundred (\$800.00) Dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon, in like Gold Coin, at the rate of eight per cent per annum from date until paid, for value received. Interest to be paid annually on September first and if not so paid, the whole sum of both Principle and Interest to become immediately due and collectible, at the option of the holder of this note. And, in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, a reasonable sum in like Gold Coin, for attorney's fees in such suit or action.

(Signed)

Fredrick W. Dehart

Delcia A. Dehart.

The mortgagor further covenants and agrees with the mortgagee, its successors and assigns, as follows:

First:- That the mortgagor is lawfully seized of said premises in fee simple, free from all encumbrances, and that the mortgagor has good right and lawful authority to sell, mortgage and convey said premises in manner and form as aforesaid, and that the mortgagor shall and will warrant and defend the same to the said mortgagee, its successors and assigns forever against the lawful claims and demands of all persons whomsoever.

Second:- That the mortgagor shall and will keep the said premises free from any and all statutory liens of every kind, and shall not suffer or permit waste to be