

NORTH HALF OF THE H. SHEPARD D.L.C., SAID CORNER BEING 15.75 CHAINS EAST AND 20.97 CHAINS NORTH OF THE QUARTER SECTION CORNER TO SECTIONS 1 TP 2 N R 7 E. AND SEC 36 TP 3 N R 7 E. W.M., THENCE N 17° 07' W 24.52 CHAINS, THENCE EAST 21.33 CHAINS, THENCE S 17° 07' E 24.52 CHAINS, THENCE WEST 21.33 CHAINS TO THE PLACE OF BEGINNING.

ALSO; COMMENCING AT THE SAME POINT OF BEGINNING ABOVE DESCRIBED, THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE BED OF A SMALL CREEK  $3\frac{1}{2}$  CHAINS, TO THE NORTH LINE OF NORTH BANK HIGHWAY, THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID HIGHWAY TO INTERSECTION WITH THE SOUTH LINE OF THE ABOVE DESCRIBED TRACT, THENCE ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED TRACT IN A WESTERLY DIRECTION TO PLACE OF BEGINNING.

EXCEPT TRACTS SOLD AND RECORDED AS FOLLOWS: HENRY JOHNSON, H OF DEEDS PAGE 507, HENRY HICKEY, M OF DEEDS PAGE 437, HENRY HICKEY N. OF DEEDS 321, I. W. WARD, N OF DEEDS PAGE 323, STATES & Co., Q OF DEEDS PAGE 297.

TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERE-  
UNTO BELONGING, SUBJECT TO PRIOR MORTGAGE TO FEDERAL LAND BANK OF SPOKANE. PAYMENT  
THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF  
OF SIX HUNDRED AND NO/100 DOLLARS, LAWFUL MONEY OF THE UNITED STATES, TOGETHER WITH  
INTEREST THEREON AT THE RATE OF 10 PER CENT. PER ANNUM FROM DATE UNTIL PAID, PAYABLE  
SEMI-ANNUALLY ACCORDING TO THE TERMS AND CONDITIONS OF ONE CERTAIN PROMISSORY NOTE,  
BEARING DATE DEC 23RD, 1922, MADE BY MONROE VALLETT PAYABLE JUNE 23RD 1924, PROVIDED  
PAYMENTS OF \$100.00 OR MORE MAY BE PAID AT ANY INTEREST PAYMENT DATE AFTER DATE TO THE  
ORDER OF EANNIE A. ARNOLD AND THESE PRESENTS SHALL BE VOID IF SUCH PAYMENT BE MADE  
ACCORDING TO THE TERMS AND CONDITIONS THEREOF. BUT IN CASE DEFAULT BE MADE IN THE PAYME-  
MENT OR THE PRINCIPAL OR INTEREST OF SAID PROMISSORY NOTE, OR ANY PART THEREOF, WHEN  
THE SAME SHALL BECOME DUE AND PAYABLE, ACCORDING TO THE TERMS AND CONDITIONS THEREOF,  
THEN THE SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINISTRATORS OR  
ASSIGNS MAY IMMEDIATELY THEREAFTER IN THE MANNER PROVIDED BY LAW, FORECLOSE THIS  
MORTGAGE FOR THE WHOLE AMOUNT DUE UPON SAID PRINCIPAL AND INTEREST, WITH ALL THE  
OTHER SUMS HEREBY SECURED.

IN ANY SUIT OR OTHER PROCEEDING WHICH MAY BE HAD FOR THE RECOVERY OF THE  
AMOUNT DUE, ON EITHER SAID NOTE OR THIS MORTGAGE, SAID PARTY OF THE SECOND PART,  
HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL HAVE THE RIGHT TO HAVE INCLU-  
DED IN THE JUDGMENT WHICH MAY BE RECOVERED, THE SUM THAT THE COURT SHALL ADJUDGE  
REASONABLE AS ATTORNEY'S FEES TO BE TAXED AS PART OF THE COSTS IN SUCH SUIT AS WELL  
AS ALL PAYMENTS WHICH SAID PARTY OF THE SECOND PART, HER HEIRS, EXECUTORS, ADMINIS-  
TRATORS AND ASSIGNS MAY BE OBLIGED TO MAKE FOR HER OR THEIR SECURITY BY INSURANCE OR  
ON ACCOUNT OF ANY TAXES, CHARGES, INCUMBRANCES OR ASSESSMENTS WHATSOEVER ON THE SAID  
PREMISES OR ANY PART THEREOF.

IN CASE OF THE FORECLOSURE OF THIS MORTGAGE, THE PARTY OF THE SECOND PART,  
HER HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS SHALL BE ENTITLED TO HAVE ENTERED  
IN SUCH FORECLOSURE SUIT A JUDGMENT FOR ANY DEFICIENCY REMAINING DUE UPON ACCOUNT OF  
THE INDEBTEDNESS SECURED HEREBY, INCLUDING TAXES, INSURANCE OR OTHER LAWFULL ASSESS-  
MENTS AFTER APPLYING THE PROCEEDS OF THE SALE OF THE PREMISES ABOVE DESCRIBED TO THE  
PAYMENT THEREOF, AND TO THE COSTS OF SUCH FORECLOSURE SUIT.

IN WITNESS WHEREOF, THE SAID PARTY OF THE FIRST PART HAS HEREUNTO SET HIS  
HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF

MONROE VALLETT (SEAL)

RAYMOND C. SLY