

FIVE, EAST OF THE WILLAMETTE MERIDIAN,

EXCEPTING 1 ACRE MORE OR LESS CONVEYED TO LORAN WRIGHT AS DESCRIBED IN DEED RECORDED ON PAGE 538 OF DEEDS IN BOOK D;

EXCEPTING RIGHT OF WAY CONVEYED TO PORTLAND, & SEATTLE RAILROAD COMPANY, DESCRIBED IN BOOK I OF DEEDS AT PAGE 270;

EXCEPTING 1.12 ACRES CONVEYED TO GEO. F. BRESLIN DESCRIBED IN BOOK Q OF DEEDS AT PAGE 120.

TOGETHER WITH THE TENEMENTS, HEREDITAMENTS, RIGHTS, PRIVILEGES AND APPURTENANCES, NOW OR HEREAFTER BELONGING TO OR USED IN CONNECTION WITH THE ABOVE DESCRIBED PREMISES; AND ALL PLUMBING, LIGHTING, HEATING, COOKING, COOLING, VENTILATING, ELEVATING, WATERING AND IRRIGATING APPARATUS AND FIXTURES, NOW OR HEREAFTER BELONGING TO OR USED IN CONNECTION WITH THE ABOVE DESCRIBED PREMISES; AND TOGETHER WITH ALL WATERS AND WATER RIGHTS OF EVERY KIND AND DESCRIPTION AND HOWEVER EVIDENCED OR MANIFESTED, WHICH NOW OR HEREAFTER MAY BE APPURTENANT TO SAID PREMISES OR ANY PART THEREOF, OR INCIDENT TO THE OWNERSHIP THEREOF, OR ANY PART THEREOF, OR USED IN CONNECTION THEREWITH; AND TOGETHER WITH ALL OF THE RENTS, ISSUES AND PROFITS OF THE MORTGAGED PROPERTY.

THIS MORTGAGE SECURES THE PERFORMANCE OF THE COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED, AND THE PAYMENT OF THE DEBT REPRESENTED BY ONE PROMISSORY NOTE MADE BY THE MORTGAGORS TO THE ORDER OF THE MORTGAGEE, OF EVEN DATE HERewith, FOR THE PRINCIPAL SUM OF THREE THOUSAND DOLLARS (\$3000.00), WITH INTEREST THEREON FROM DATE UNTIL MATURITY AT THE RATE OF $5\frac{1}{2}$ PER CENT PER ANNUM, PAYABLE SEMI-ANNUALLY, ON THE WHOLE OF SAID PRINCIPAL SUM FROM TIME TO TIME REMAINING UNPAID, BOTH PRINCIPAL AND INTEREST BEING PAYABLE TO THE SAID MORTGAGEE AT ITS OFFICE IN THE CITY OF SPOKANE, STATE OF WASHINGTON, ON AN AMORTIZATION PLAN IN INSTALLMENTS AS IN THE SAID PROMISSORY NOTE PROVIDED. SAID NOTE MATURES IN 34 $\frac{1}{2}$ YEARS FROM DATE HEREOF, UNLESS MATURED SOONER BY EXTRA PAYMENTS ON ACCOUNT OF PRINCIPAL; AND PROVIDES ALSO FOR REASONABLE ATTORNEY'S FEE IN ADDITION TO OTHER COSTS IN CASE OF SUIT THEREON.

EACH OF THE MORTGAGORS COVENANTS THAT THEY ARE LAWFULLY SEIZED OF SAID PREMISES IN FEE SIMPLE, HAVE GOOD RIGHT AND LAWFUL AUTHORITY TO CONVEY AND MORTGAGE SAID PREMISES IN THE MANNER AND FORM AFORESAID, AND THAT SAID PREMISES ARE FREE FROM ENCUMBRANCE, AND EACH OF THE MORTGAGORS SHALL AND WILL WARRANT AND DEFEND THE SAME FOREVER AGAINST THE LAWFUL CLAIMS AND DEMANDS OF ALL PERSONS WHOMSOEVER, AND THIS COVENANT SHALL NOT BE EXTINGUISHED BY ANY FORECLOSURE HEREOF, BUT SHALL RUN WITH THE LAND.

AND EACH OF THE MORTGAGORS FURTHER COVENANTS AND AGREES:

TO PAY ALL DEBTS AND MONEYS SECURED HEREBY, WHEN FROM ANY CAUSE THE SAME SHALL BECOME DUE;

NOT TO PERMIT OR SUFFER ANY TAX, ASSESSMENT, OR OTHER LIEN OR ENCUMBRANCE PRIOR TO THE LIEN OF THIS MORTGAGE, TO EXIST AT ANY TIME AGAINST SAID PREMISES;

TO PROCURE AND DELIVER TO THE MORTGAGEE BEFORE ANY INTEREST OR PENALTY ON ANY TAX OR ASSESSMENT SHALL BEGIN TO RUN OR ACCRUE, THE OFFICIAL RECEIPT OF THE PROPER OFFICER SHOWING PAYMENT THEREOF;

NOT TO COMMIT OR SUFFER WASTE UPON SAID PREMISES, AND TO KEEP ALL ORCHARDS ON SAID LAND PROPERLY IRRIGATED, CULTIVATED, SPRAYED AND CARED FOR;

TO COMPLETE ALL BUILDINGS IN COURSE OF CONSTRUCTION, OR ABOUT TO BE CONSTRUCTED THEREON, WITHIN A REASONABLE TIME FROM THE DATE HEREOF IN ACCORDANCE WITH THE AGREEMENT HERETOFORE MADE BETWEEN THE PARTIES HERETO;

For satisfaction see index page 239
Mallory & Co., & Hannan & Co. Auditors