

FIFTY (1.50) 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 MORTGAGOR, 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 CHARGES OF STOCK OR SHARES OF WATER IN ANY DITCH OR IRRIGATION COMPANY WHICH IN ANY MANNER ENTITLE SAID MORTGAGOR 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, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS FOREVER.

THE CONDITION OF THIS CONVEYANCE IS SUCH THAT, WHEREAS, THE SAID MORTGAGEE HAS LOANED TO RICHARD H. TURK, A BACHELOR, THE SAID MORTGAGOR THE FULL AND JUST SUM OF SEVEN THOUSAND & 00/100 (\$7000.00) DOLLARS, IN U. S. GOLD COIN, WHICH IS TO BE REPAID IN LIKE GOLD COIN, TOGETHER WITH INTEREST THEREON, PAYABLE SEMI-ANNUALLY AT THE RATE OF EIGHT PER CENT PER ANNUM, AND ACCORDING TO THE TENOR AND EFFECT OF THE FOLLOWING DESCRIBED PROMISSORY NOTES, BEING THREE PRINCIPAL NOTE, AND TEN INTEREST NOTES:

SAID NOTES BEING SUBSTANTIALLY OF THE TENOR AND EFFECT FOLLOWING, THAT IS TO SAY:

ONE PRINCIPAL NOTE FOR ONE THOUSAND & 00/100 (\$1000.00) DOLLARS, PAYABLE 1ST OCT., 1927.  
 ONE PRINCIPAL NOTE FOR ONE THOUSAND & 00/100 (\$1000.00) DOLLARS, PAYABLE 1ST OCT., 1928.  
 ONE PRINCIPAL NOTE FOR FIVE THOUSAND & 00/100 (\$5000.00) DOLLARS, PAYABLE 1ST OCT., 1929.  
 ONE PRINCIPAL NOTE FOR ..... DOLLARS, PAYABLE .....  
 ONE PRINCIPAL NOTE FOR ..... DOLLARS, PAYABLE .....  
 ONE INTEREST NOTE FOR TWO HUNDRED NINETY FIVE & 35/100 DOLLARS, PAYABLE 1ST APR., 1925.  
 ONE INTEREST NOTE FOR TWO HUNDRED EIGHTY & 00/100 DOLLARS, PAYABLE 1ST OCT., 1925.  
 ONE INTEREST NOTE FOR TWO HUNDRED EIGHTY & 00/100 DOLLARS, PAYABLE 1ST APR., 1926.  
 ONE INTEREST NOTE FOR TWO HUNDRED EIGHTY & 00/100 DOLLARS, PAYABLE 1ST OCT., 1926.  
 ONE INTEREST NOTE FOR TWO HUNDRED EIGHTY & 00/100 DOLLARS, PAYABLE 1ST APR., 1927.  
 ONE INTEREST NOTE FOR TWO HUNDRED EIGHTY & 00/100 DOLLARS, PAYABLE 1ST OCT., 1927.  
 ONE INTEREST NOTE FOR TWO HUNDRED FORTY & 00/100 DOLLARS, PAYABLE 1ST APR., 1928.  
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 ONE INTEREST NOTE FOR TWO HUNDRED & 00/100 DOLLARS, PAYABLE 1ST OCT., 1929.

ALL OF WHICH NOTES DATED SEPTEMBER 20TH, 1924 ARE EXECUTED BY RICHARD H.

TURK, A BACHELOR, THE SAID MORTGAGOR TO THE SAID MORTGAGEE, ON AN ACTUAL LOAN OF SEVEN THOUSAND & 00/100 (\$7000.00) DOLLARS, AND ARE PAYABLE TO THE ORDER OF THE SAID MORTGAGEE AT ITS CHIEF OFFICE AT EDINBURGH, SCOTLAND, IN UNITED STATES GOLD COIN, WITH INTEREST AT THE RATE OF EIGHT PER CENT PER ANNUM AFTER MATURITY.

AND WHEREAS, THE SAID MORTGAGOR, FOR HIMSELF AND FOR HIS HEIRS AND ASSIGNS, HAS COVENANTED AND AGREED, AND DOES HEREBY COVENANT AND AGREE, TO AND WITH THE SAID MORTGAGEE, ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS AS FOLLOWS:

1. THAT HE 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 MORTGAGOR HEREIN ASSUMED, THE MORTGAGOR MAY REMAIN IN POSSESSION OF THE MORTGAGED PROPERTIES, BUT IN THE EVENT OF THE DEFAULT ON THE PART OF THE MORTGAGOR IN THE PAYMENT OF ALL OR ANY OF THE MONEYS HEREIN BY THE MORTGAGOR AGREED TO BE PAID, OR DEFAULT IN THE PERFORMANCE OF SOME OR ALL OF THE CONDITIONS OR OBLIGATIONS OF THIS MORTGAGE BY THE MORTGAGOR