Subject to rights of way for electric transmission and distribution lines, telephone lines, pipe lines and roads as same may now exist over and across said property, together with the tenements, hereditaments, rights, privilegs and appurtenances including private roads, 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 other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced or manifested, and all ditches or other conduits, rights therein and rights of way therefor, which now are 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 4 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: a first payment of interest only being payable on January 1, 1946, and thereafter principal and interest being payable in 39 semi-annual installments of $111.00 each and a final installment of $30.50 which is due January 1, 1966, unless matured sooner by extra payments on account of principal; and providing also for reasonable attorney's fees in addition to other costs in case of suit thereon. Installments not paid when due shall bear interest thereafter until paid at the rate of 6 per cent per annum.

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 the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit the removal or demolishment of any buildings or improvements now or hereafter existing on said premises; not to cut or remove or permit the cutting or removal of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husband-like manner, using approved methods of preserving the fertility of the cultivated portions thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for; not to commit or suffer waste of any kind whatsoever upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

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;