

Parcel 1: The South Half of the South Half of the Southwest Quarter of the Southeast Quarter of Section Eight, Township One North, Range Five East of the Willamette Meridian.

Also, the North Half of the North Half of the Northwest Quarter of the Northeast Quarter, the Northeast Quarter of the Northeast Quarter, and a strip of land 1 rod wide off the South side of the Northwest Quarter of the Northeast Quarter, all in Section Seventeen, Township One North, Range Five East of the Willamette Meridian.

Parcel 2: The South Half of the Northwest Quarter of the Northeast Quarter, and the South Half of the North Half of the Northwest Quarter of the Northeast Quarter of Section Seventeen, Township One North, Range Five East of the Willamette Meridian, excepting a strip of land 1 rod wide off the South side of the Northwest Quarter of the Northeast Quarter of the said Section Seventeen, and excepting the following described tract of land:

Beginning at a point 436 feet North of the Northwest Corner of the Southwest Quarter of the Northeast Quarter of the said Section Seventeen, thence North 560 feet, thence East 506 feet, thence South 560 feet, thence West 506 feet to the point of beginning.

Parcel 3: Beginning at the Southwest Corner of the Northeast Quarter of Section Seventeen, Township One North, Range Five East of the Willamette Meridian, thence East 20 chains to the Southeast Corner of the Southwest Quarter of the Northeast Quarter of the said Section Seventeen, thence North 5 chains, thence West 20 chains, thence South 5 chains to the point of beginning,

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales 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, 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 used in connection therewith.

This conveyance is intended as a mortgage securing 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 Twenty-six Hundred Dollars (\$2600.00), with interest thereon from date at the rate of 4% per annum on the principal sum from time to time remaining unpaid, payable to the mortgagee at its office in the City of Spokane, State of Washington, as follows:

Interest only payable on January 1st, 1951. Thereafter 39 equal semi-annual payments of \$95.05 each, payable on the first day of January and July in each year, beginning on the first day of July, 1951, and a final payment of \$95.05, payable on the first day of January, 1971, unless matured sooner by extra payments on principal; each of said payments shall be applied first to interest, then to principal. All payments not made when due shall bear interest thereafter until paid at six per cent per annum.

Mortgagors covenant and agree:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrance; and each of the mortgagors 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;

To pay all debts and moneys secured hereby when due;

To keep the buildings, and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to cut or permit the cutting of timber from said premises except for domestic use; to maintain and cultivate the premises in a good and husbandlike manner, using approved methods of preserving the fertility thereof; to keep the orchards on said land properly irrigated, cultivated, sprayed, pruned and cared for; not to commit or suffer waste of any kind 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