

to the northerly right of way of State Road No. 8; thence north $54^{\circ}45'$ east 930 feet to the place of beginning, except the following:

1. Beginning at the southwest corner of the said Lot 9; thence north $35^{\circ}15'$ west 317.5 feet; thence south $54^{\circ}45'$ west 40 feet; thence north $35^{\circ}15'$ west 25 feet; thence north $54^{\circ}45'$ east 40 feet; thence north $35^{\circ}15'$ west 157.5 feet; thence south $54^{\circ}45'$ west 50 feet; thence north $35^{\circ}15'$ west 43.5 feet; thence north $54^{\circ}45'$ east 10 feet; thence north $35^{\circ}15'$ west 106.5 feet; thence south $54^{\circ}45'$ west 142 feet; thence south $35^{\circ}15'$ east 586 feet; thence north $54^{\circ}45'$ east 17 feet; thence south $35^{\circ}15'$ east 64 feet; thence north $54^{\circ}45'$ east 165 feet to the place of beginning.
2. Commencing at a point 219 feet south $54^{\circ}45'$ west from the southwest corner of the said Lot 9; thence north $35^{\circ}15'$ west 64 feet; thence south $54^{\circ}45'$ west 91 feet; thence north $35^{\circ}15'$ west 50 feet; thence south $54^{\circ}45'$ west 35 feet; thence south $35^{\circ}15'$ east 114 feet; thence north $54^{\circ}45'$ east 126 feet to the place of beginning.
3. Commencing at a point south $54^{\circ}45'$ west 360 feet from the southwest corner of the said Lot 9; thence north $35^{\circ}15'$ west 100 feet; thence south $54^{\circ}45'$ west 33 feet; thence north $35^{\circ}15'$ west 2 feet; thence south $54^{\circ}45'$ west 53 feet; thence south $35^{\circ}15'$ east 102 feet; thence north $54^{\circ}45'$ east 86 feet to the place of beginning.
4. Commencing at a point south $54^{\circ}45'$ west 468 feet from the southwest corner of the said Lot 9; thence north $35^{\circ}15'$ west 50 feet; thence south $54^{\circ}45'$ west 25 feet; thence south $35^{\circ}15'$ east 50 feet; thence north $54^{\circ}45'$ east 25 feet to the place of beginning.
5. Commencing at a point south $54^{\circ}45'$ west 530 feet from the southwest corner of the said Lot 9; thence north $35^{\circ}15'$ west 50 feet; thence south $54^{\circ}45'$ west 60 feet; thence south $35^{\circ}15'$ east 50 feet; thence north $54^{\circ}45'$ east 60 feet to the place of beginning.
6. Public roads thereon.
7. The springs situate upon said premises from which water is now obtained for the use thereof and for the use of those tracts of land heretofore conveyed by J. R. Phillips and Bertha A. Phillips, husband and wife, together with easement for pipe line as may be necessary or proper to obtain and distribute water from said springs. The right hereby excepted and reserved being for the use of J. R. Phillips and Bertha A. Phillips, husband and wife, and their assigns and may be contracted for or conveyed for the benefit of real property heretofore conveyed by J. R. Phillips and Bertha A. Phillips, husband and wife, and for the use and benefit of the grantees aforesaid in accordance with the terms of any agreement contract, or commitment now existing or hereafter made with respect thereto.

Subject to easement for a pipe line conveyed to N. O. Anderson and flowage easement granted to the United States of America for backwater from the Bonneville Dam.

together with the appurtenances, and all awnings, screens, mantels, and all plumbing, lighting, heating, cooling, ventilating, elevating and watering apparatus and fixtures now or hereafter belonging to or used in connection with the property, all of which shall be construed as a part of the realty.

To secure the performance of the covenants and agreements hereinafter contained, and the payment of TWO THOUSAND EIGHT HUNDRED SEVENTY-FIVE and No/100 Dollars with interest from date until paid, according to the terms of one certain promissory note bearing even date herewith.

The mortgagor covenants and agrees with the mortgagee as follows: that he is lawfully seized of the property in fee simple and has good right to mortgage and convey it; that the property is free from all liens and incumbrances of every kind; that he will keep the property free from any incumbrances prior to this mortgage; that he will pay all taxes and assessments levied or imposed on the property and/or on this mortgage or the debt thereby secured, at least ten days before delinquency, and will immediately deliver proper receipts therefor to the mortgagee; that he will not permit waste of the property; that he will keep all buildings now or hereafter placed on the property in good order and repair and unceasingly insured against loss or damage by fire to the extent of the full insurable value thereof in a company acceptable to mortgagee and for the mortgagee's benefit, and will deliver to mortgagee the policies, and renewals thereof at least five days before expiration of the old policies.