

Together with all the improvement, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same, or said mortgagor, or which may be hereafter acquired or used upon said land. Said mortgagor, hereby warrant the title to said land or water rights against all persons whomsoever and agree to defend the same.

THIS CONVEYANCE IS intended AS a mortgage to secure the payment of One (1) certain promissory note for Three Hundred Forty Four and 75/100 Dollars, bearing even date herewith, signed by said George Washington and Lillian Washington, his wife payable to said mortgagee or order at Idaho Falls, Idaho, September 30th 1918, after date, with interest until paid at the rate therein specified.

The said mortgagors hereby covenant and agree to pay all taxes and assessments upon said premises, or on this mortgage, or the debt secured thereby, laid or assessed in Idaho, also personally taxes, also all dues, rents or assessments upon ditch or water rights or water stock, and to deliver to said mortgagee receipts of the proper officers for the payment thereof; to permit no waste, especially of timber and to do or permit to be done, to said premises or water rights, nothing that may in any way impair or weaken the security of this mortgage; to keep the buildings upon said premises insured for the insurable value in some company to be approved by said mortgagee delivering all policies and renewal receipts to him, and upon satisfaction of this mortgage, to accept a duly executed release of the same, pay the cost thereof and have it recorded, and to pay, in case of foreclosure, a reasonable attorney's fee.

Also, that the failure to pay when due any sum covenanted to be paid, or the failure to comply with any one of the agreements hereof, shall cause the whole debt to become due and collectible at the option of the mortgagee without notice; that all money paid by said mortgagee for insurance, taxes or water or ditch dues, rents or assessments, or any sum paid in protection of the lien of this mortgage, shall bear interest from the date of said payment at the rate of twelve per cent per annum, payable annually, and shall be secured hereby and collectible with said principal note.

This mortgage, and the note secured hereby shall be governed and construed and according to the laws of the state of Idaho at the date of execution.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

George Washington, (SEAL)
Lillian Washington, (SEAL)

Signed, sealed and
delivered in the presence of
Alice Bale,
A. J. Samin,
W. W. Huffaker,

State of Idaho,)
County of Bonneville,) ss.

On this 14th day of March, in the year 1918, before me L. M. Miller, a Notary Public in and for said County, personally appeared George Washington and Lillian Washington, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(L.S.) L. M. Miller, Notary Public,
residing at Idaho Falls, Idaho.

My commission expires June 28, 1923.

Recorded March 25, 1918,
At 4:05 o'clock P. M.

Estelle Norchrup
Register of Deeds,
Idaho Falls,
Deputy.

ASSIGNMENT.

The following is indorsed on the original instrument Book 40, Page 151.

For value received, I hereby sell and assign the within mortgage and notes therein described, to Irving W. Metcalf, Oberlin, Ohio,
As Witness my hand this 27th day of March 1918.

Charles R. Metcalf,

State of Kansas,)
County of Douglas,) ss.

Be it remembered, That on this 27th day of March 1918, appeared before me a Notary Public in and for said County and State Charles R. Metcalf to me personally known to be the same person who executed the foregoing assignment, and duly acknowledged the execution thereof.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan 25, 1920.

(L. S.) C. M. Manter, Notary Public.

Recorded March 27, 1918.
At 10:55 o'clock A. M.

Estelle Norchrup
Register of Deeds,
Idaho Falls,
Deputy.