

Range 8 E. W. M., and of Section 31, Township 3 North, Range 9 E. W. M., in the James M. Findley D. L. C. lying southerly of Primary State Highway No. 8 and West of Collins Creek; EXCEPT the following described tract: Beginning at a point 2,046.48 feet south and 984.92 feet west from the quarter corner on the East line of the said Section 36, said point being on the Southerly right of way line of Primary State Highway No. 8; thence South $03^{\circ} 58'$ West 100 feet; thence South $86^{\circ} 07'$ East 200 feet; thence North $03^{\circ} 58'$ East 100 feet to Southerly right of way line of said highway; thence following said right of way line westerly to the point of beginning; AND EXCEPT stock pile site and right of way owned by the State of Washington; TOGETHER WITH all existing water rights, easements, and rights of way as now installed, constructed and in use; subject, however, to existing water uses; AND TOGETHER with rights of access across the right of way of the Spokane, Portland & Seattle Railway Company; AND SUBJECT to flowage easement granted to the United States of America.

TO HAVE AND TO HOLD, all and singular, the real property aforesaid forever, but in trust, nevertheless, for the use and benefit of the present unsecured creditors of said business operated as Burgess Floor Covering; provided, always, and these presents are upon the express condition that they shall be void and of no effect if the said Mortgagors shall pay or cause to be paid unto the said Mortgagee, its successors or assigns, the sum of Sixty-nine thousand and No/100 (\$69,000.00) Dollars, together with interest and any other amounts becoming due to the Mortgagee in accordance with the terms of a promissory note of even date herewith, and the terms of a chattel mortgage executed this day by said Mortgagors, and to be filed and recorded in the Auditor's Office of Clark County, Washington, the terms of which Trust Mortgage by reference hereto are hereby made a part of this Mortgage and binds said Mortgagors and said Mortgagee in the performance of said trust, the within mortgage being given as additional security for payment of the obligations secured by said chattel mortgage. But until all obligations of the Mortgagors as set forth in said promissory note and