

DEED OF RELEASE--PRIOR LIEN MORTGAGE

No. 16918

THIS INDENTURE, Made this 16 day of September 1912, between BANKERS TRUST COMPANY, a corporation under the laws of the State of New York, Trustee, hereinafter called the "Trustee," party of the first part, and BURLINGTON NORTHERN INC., a corporation under the laws of the State of Delaware, party of the second part,

W I T N E S S E T H :

WHEREAS, the Northern Pacific Railway Company, a corporation under the laws of the State of Wisconsin (which has succeeded to lands and rights to lands granted by Congress to the Northern Pacific Railroad Company, a corporation created and existing by and under an act of Congress of the United States of America, entitled "An act granting lands to aid in the construction of a railroad and telegraph line from Lake Superior to Puget Sound on the Pacific coast by the Northern Route," approved July 2, 1864) in and by a certain mortgage known as the Prior Lien Mortgage of Northern Pacific Railway Company, bearing date the tenth day of November, A.D. 1896, did mortgage unto The Mercantile Trust Company, as Trustee, certain railways and other property, including the lands hereinafter described, which mortgage was given to secure the payment of the Prior Lien Railway and Land Grant Gold Bonds of said Northern Pacific Railway Company to be issued to an amount not exceeding \$130,000,000, and

WHEREAS, said The Mercantile Trust Company has

been merged into and with Bankers Trust Company, party of the first part, which has thereby become the corporate successor of said The Mercantile Trust Company, and the Northern Pacific Railway Company, the mortgagor in said mortgage, did on the eleventh day of October, 1911, duly appoint Bankers Trust Company trustee of said mortgage above described in the place of and as successor to The Mercantile Trust Company, which it was authorized to do by the terms of said mortgage, and

WHEREAS, the Northern Pacific Railway Company has been merged into and with Burlington Northern Inc., party of the second part, and by Supplemental Indenture dated March 2, 1970 to said mortgage Burlington Northern Inc. has assumed and agreed to be bound by all the covenants and conditions of the said mortgage therein agreed to be kept and performed by Northern Pacific Railway Company, and has succeeded to and been substituted for Northern Pacific Railway Company in said mortgage, and

WHEREAS, the said mortgage has not been satisfied and the moneys required for the payment of all the bonds secured thereby have not been deposited by means of operation of the sinking fund of said mortgage or otherwise, and

WHEREAS, all the lands hereinafter described subject to the lien of said mortgage as aforesaid have been exchanged for other lands of equal value and have been conveyed by Burlington Northern Inc. (which has succeeded to the right, title and interest in said lands of the Northern Pacific Railroad Company) by deed to the State of Washington, and

WHEREAS, the land received from the State of Washington in exchange for the land hereinafter described will by supplemental indenture be subjected to the lien of

said mortgage;

NOW, THEREFORE, THIS INDENTURE WITNESSETH that the party of the first part, as Trustee, as aforesaid, in consideration of the premises and the payment to it of the sum of One Dollar (\$1.00) does hereby release and discharge from the lien of said mortgage all its right, title and interest, as Trustee, in and to the following described parcels of land situate in the Countion of Clark and Skamania in the State of Washington, and herein described according to the United States Survey, to-wit:

The Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the Southeast quarter (SE $\frac{1}{4}$) of Section Thirteen (13), in Township Three (3) North, Range Three (3) East, W.M.

Lots One (1), Two (2) and the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Seven (7) and the West half of the West half (WW $\frac{1}{2}$) of Section Fifteen (15) in Township Three (3) North, Range Four (4) East, W.M.

excepting and reserving all minerals of every nature whatsoever, including but not limited to uranium, coal, iron, natural gas and oil in, upon or under the West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Fifteen (15) in Township Three (3) North, Range Four (4) East, W.M., together with the right to the use of such part of the surface as may be necessary or convenient for the purpose of exploring for (by geological, geophysical or other methods), and drilling for, producing, mining, extracting, taking, storing and transporting the same; together with the right to the use of such subsurface strata as may be necessary or convenient for the purpose of underground storage or injection of oil, gas or other hydrocarbons, water or other substances therein, whether produced from the land or elsewhere, all in Clark County, Washington,

and also

The East half (E $\frac{1}{2}$) of Section Seventeen (17), the West half of the East half (W $\frac{1}{2}$ E $\frac{1}{2}$) and the West half (W $\frac{1}{2}$) of Section Twenty-one (21) and the North half of the Northwest quarter (NW $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Thirty-three (33) in Township Six (6) North, Range Five (5) East, W.M.

The Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Thirteen (13), Lots three



(3) and Four (4) of Section Twenty-one (21) and the East half of the Northeast Quarter (E $\frac{1}{2}$ NE $\frac{1}{4}$), the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the Northwest quarter of the Southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-three (23) in Township Three (3) North, Range Six (6) East, W.M., all in Skamania County, Washington.

And the said party of the first part hereby covenants and agrees with the said party of the second part that the grantee of the said party of the second part shall hold the parcels of land so conveyed to it by the said party of the second part free and clear and discharged from the lien and encumbrance of said mortgage and every part thereof; provided, however, the recitals herein are to be taken only as recitals of the party of the second part and not by the party of the first part, and the reservations and exceptions, if any, set forth in the foregoing description are intended to be for the benefit of the party of the first part as well as the party of the second part and the lien of the aforesaid mortgage on the rights and interests so reserved and excepted, if any, are not released and nothing herein contained shall in anywise affect, alter or diminish the liens or encumbrances of the aforesaid mortgage on any of the properties covered by it which are not hereby specifically released.

IN WITNESS WHEREOF, the said party of the first part has caused this release to be signed by one of its Vice Presidents and attested by its Secretary or Assistant Secretary the day and year first above written.

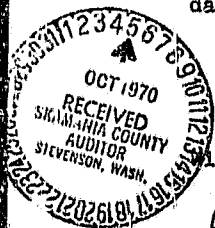
BANKERS TRUST COMPANY, Trustee

By

W. B. Reilly
Vice President
W. B. REILLY

ATTEST:

A. D. Fass
Assistant Secretary
A. D. FASS



Witness:
Joseph J. Holzfinger
JOSEPH J. HOLZFINGER

STATE OF NEW YORK
COUNTY OF NEW YORK

} ss.

On this 16th day of SEPTEMBER, 1970,
before me personally appeared Mr. R. BLANKY
to me personally known, who, being by me duly sworn, did say
that he is one of the Vice Presidents of Bankers Trust Company,
the corporation described in and which executed the foregoing
instrument; that he knows the seal of said corporation; that
the seal affixed to said instrument is such corporate seal;
that it was so affixed by authority of the Board of Directors
of said corporation, and that he signed his name thereto by
like authority, and he acknowledged said instrument to be the
free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and
affixed my official seal, the day and year last aforesaid.

Thomas A. Conkle

THOMAS A. CONKLE
Notary Public, State of New York
No. 24-0726340
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971

