231649

SUPPLEMENTAL MORTGAGE

INDENTURE made this 23rd day of October, 1969, between NORTHERN PACIFIC RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Wisconsin, hereinafter called the "Railway Company," party of the first part, and FIRST NATIONAL CITY BANK, a national banking association, incorporated and existing under the laws of the United States of America, as Trustee under the General Lien Mortgage hereinafter described, hereinafter called the "Trustee," party of the second part;

WHEREAS, on the 10th day of November, 1896, the Railway Company did make, execute and deliver a mortgage or deed of trust of its corporate railroad property and franchises known as its General Lien Mortgage unto The Farmers' Loan and Trust Company, as Trustee, (subject, however, to the prior and superior lien of the Prior Lien Mortgage of the Railway Company bearing even date therewith) which trust was duly accepted by said The Farmers' Loan and Trust Company by executing the said mortgage as party of the second part thereto, and

WHEREAS, by virtue and as the result of an agreement made pursuant to the laws of the State of New York, which became effective as of June 28, 1929, City Bank Farmers Trust Company, a corporation of the State of New York, was merged into The Farmers' Loan and Trust Company, and the name of The Farmers' Loan and Trust Company was changed to City Bank Farmers Trust Company, which agreement of merger and change of name was recognized as valid and effective by the Superintendent of Banking of the State of New York, pursuant to the laws of that State, and

WHEREAS, at the close of business on January 30, 1959, said City Bank Farmers Trust Company was converted into a national banking association under the title "First National City Trust Company"; said First National City Trust Company was subsequently merged with First National City Bank, a national banking association, incorporated and existing under the laws of the United States of America, and

WHEREAS, said First National City Bank is Trustee under the above described mortgage and is vested with all of the estates, properties, rights, powers and trusts therein specified, and

WHEREAS, under the terms of said mortgage the Railway Company did covenant and agree that, in case any of the mortgaged property should be released from the lien of said mortgage, any new property acquired by the Railway Company to take the place of any property released should become and be subject to the lien of said indenture as fully as if specifically mortgaged thereby, but if required by the Trustee, the Railway Company would convey the same to the Trustee by appropriate deeds upon the trusts and for the purposes of said indenture, and

WHEREAS, the property hereinafter described was acquired by the Railway Company in exchange for property which was subject to the lien of said General Lien Mortgage, and the Trustee has requested that the Railway Company convey the same to the Trustee by appropriate deed upon the trusts and for the purposes of said indenture, and

WHEREAS, the Railway Company has heretofore made and delivered to the Trustee of said General Lien Mortgage nine supplements thereto, said supplements being dated February 21, 1902, December 6, 1905, November 20, 1929, May 24, 1937, April 28, 1943, June 29, 1964, September 20, 1966, March 26, 1968, and October 6, 1969, and

WHEREAS, at a meeting of the Board of Directors of the Railway Company duly held on the 12th day of December, 1968, in the City of St. Paul, Minnesota, a draft of this indenture was submitted and a resolution in the following words was duly and unanimously adopted, viz.:

"RESOLVED, That the Chairman of the Board, the President or a Vice President and Secretary or Assistant Secretary of the Northern Pacific Railway Company be and they are hereby authorized and directed to execute and acknowledge, and to deliver in behalf of this Company and under its corporate seal to First National City Bank, a national banking association, a Supplemental Mortgage or deed of trust, substantially in the form of the draft thereof now submitted to this Board of Directors of the properties therein described, by way of further assurance and as further security for the 'General Lien Railway and Land Grant Gold Bonds' issued or to be issued by this Company."

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in consideration of the premises and of the sum of One Dollar ($1.00) to it in hand paid by the Trustee, the Railway Company has made and delivered to the Trustee this supplement to its said General Lien Mortgage, and upon the terms and conditions and for the purposes of said General Lien Mortgage as therein specified, and to secure the payment of the principal and interest of all bonds at any time issued and outstanding under said General Lien Mortgage, according to their tenor and effect, the Railway Company has granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over and by these presents does grant, bargain, sell, alien, remise, release, convey, confirm, assign, transfer and set over unto the Trustee, party of the second part, its successors and assigns, forever, all of the estate, right, title and interest of the Railway Company in and to the following described real property situate in the County of Skamania and State of Washington, to-wit:

Lots One (1), Two (2), Three (3), Four (4), the South half North half ($S\frac{1}{2}N\frac{1}{2}$), and the South half ($S\frac{1}{2}$) of Section Two (2), in Township Six (6) North, Range Five (5) East, W. M.

Lots Two (2), Three (3), the Southeast quarter Northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$), the South half Northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$), the Southeast quarter ($SE\frac{1}{4}$), the East half Southwest quarter ($E\frac{1}{2}SW\frac{1}{4}$), and the South half Southwest quarter Southwest quarter ($S\frac{1}{2}SW\frac{1}{4}SW\frac{1}{4}$) of Section Four (4), the South half Southeast quarter Southeast quarter ($S\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$) of Section Five (5), Lots One (1), Two (2), Three (3), Six (6), Eight (8), Ten (10), Twelve (12), the South half Northeast quarter ($S\frac{1}{2}NE\frac{1}{4}$), and the Southeast quarter Northwest quarter ($SE\frac{1}{4}NW\frac{1}{4}$) of Section Six (6), all in Township Six (6) North, Range Six (6) East, W. M.

subject, however, to the superior lien of the Prior Lien Mortgage of the Railway Company hereinbefore mentioned.

TO HAVE AND TO HOLD the same unto the Trustee, its successor or successors, or assigns, forever.

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate benefit and security of all and every present and future holders of any and every bond and interest obligation issued under and secured by, or to be issued under and to be secured by, the said General Lien Mortgage and as therein set forth.

AND IT IS HEREBY EXPRESSLY COVENANTED that the real property hereinabove described hereby granted, bargained, sold, aliened, remised, released, conveyed, confirmed, assigned, transferred and set over unto the Trustee, subject, however, to the superior lien of the said Prior Lien Mortgage of the Railway Company, shall be and hereby is considered to be for all intents and purposes of said General Lien Mortgage the same as, equivalent to and placed in the same category for the purpose of said General Lien Mortgage as the lands mortgaged thereby and described in the granting clauses thereof as all the lands granted by the Congress of the United States to aid in the construction and equipment of the railroad of the Railway Company or its predecessor in interest, the Northern Pacific Railroad Company, (commonly referred to as land grant lands) and it is further covenanted and agreed that upon the sale or sales, in whole or in part, by the Railway Company of said real property hereinabove described any release thereof by the Trustee from the lien of the General Lien Mortgage shall be pursuant to, in accordance with and governed by the provisions of Article Eighth of said mortgage.

IN WITNESS WHEREOF, Northern Pacific Railway Company, party of the first part, has caused this indenture to be signed and acknowledged or proved by its Vice President, and its corporate seal to be hereunto affixed, and the same to be attested by the signature of its Secretary; and First National City Bank, party of the second part, has caused its corporate seal to be hereunto affixed and attested by one of its Assistant Trust Officers, and these presents to be signed and acknowledged or proved by one of its Trust Officers in token of its acceptance of the trusts hereby created, the day and year first above written.

Signed, sealed and delivered on behalf of Northern Pacific Railway Company in presence of:

C. J. Donahue

Beatrice O. Nachtrieb

NORTHERN PACIFIC RAILWAY COMPANY

By C. L. Beck
Vice President

ATTEST:

Floyd A. Fleming
Secretary.

Signed, sealed and delivered on behalf of First National City Bank in presence of:

[illegible signature]

[illegible] FERGUSON, JR.

[illegible signature]

[illegible] NANCARROW

FIRST NATIONAL CITY BANK,
as Trustee as aforesaid,

By [illegible signature]
Trust Officer
[illegible]

ATTEST:

[illegible signature]
Assistant Trust Officer.
[illegible]

BOOK 44 PAGE 13

STATE OF MINNESOTA }
} ss.
COUNTY OF RAMSEY }

On this 15th day of August, 1968, before me, A.W. THAYER, a notary public, personally appeared C. R. BINGER and FLOYD A. DEMING, to me known to be the Vice President and Secretary, respectively, of the Northern Pacific Railway Company, the corporation which executed the foregoing instrument, and who being duly sworn, did say that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said C. R. BINGER and FLOYD A. DEMING 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, at my office, in the City of St. Paul, Minnesota, the day and year last aforesaid.

Notary Public, Ramsey County, Minn.
My commission expires.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.
CITY OF NEW YORK)

On this 28 day of OCTOBER, 1969, before me, LILLIAN A. MCRNANE, a notary public, personally appeared R. E. JOHNSON and O. BCHACHERSKY, to me known to be a Trust Officer and an Assistant Trust Officer, respectively, of First National City Bank, the corporation which executed the foregoing instrument, and who being duly sworn did say that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said R. E. JOHNSON and O. BCHACHERSKY 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, at my office, in the City of New York, the day and year last aforesaid.

Lillian A. Mcrnane