

DEED OF RELEASE--PRIOR LIEN MORTGAGE

No. 16924

THIS INDENTURE, Made this 11TH day of May, 1971, 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,

WITNESSETH:

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 United States of America, and

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

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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 Counties of Cowlitz, Lewis and Stekania in the State of Washington, and herein described according to the United States Survey, to-wit:

Cowlitz County

The Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Nineteen (19), all of Section Twenty-three (23), the Southwest quarter of the Southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-five (25) and the Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Twenty-seven (27), in Township Eight (8) North, Range Four (4) East of the Willamette Meridian.

Lewis County

The Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-one (21), the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), and the South half (S $\frac{1}{2}$) of Section Twenty-three (23), the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), the Southwest quarter (SW $\frac{1}{4}$) and the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-five (25) in Township Eleven (11) North, Range Five (5) East of the Willamette Meridian.

All fractional Section Nineteen (19), the West half (W $\frac{1}{2}$) of Section Twenty-nine (29) and all fractional Section Thirty-one (31) in Township Eleven (11) North, Range Six (6) East of the Willamette Meridian.

Lots One (1), Two (2), Three (3), Four (4) and the West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1), all fractional Section Three (3), all fractional Section Five (5) and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Eleven (11) and Twelve (12) in Section Nine (9) in Township Twelve (12) North, Range Seven (7) East of the Willamette Meridian.

Excepting and reserving all minerals, including oil, natural gas, geothermal waters and steam in, upon or under the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Northeast quarter of the Southwest quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Twenty-one (21), the South half of the Northwest quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) and the South half (S $\frac{1}{2}$) of Section Twenty-three (23), the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), the Southwest quarter (SW $\frac{1}{4}$) and the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-five (25) in Township Eleven (11) North, Range Five (5) East of the Willamette Meridian; all fractional Section Nineteen (19), the West half (W $\frac{1}{2}$) of Section Twenty-nine (29) and all fractional Section Thirty-one (31) in Township Eleven (11) North, Range Six (6) East of the Willamette Meridian, together with the right to enter upon and to prospect for, mine and remove said minerals, oil, natural gas, geothermal waters and steam. Further excepting and reserving all minerals, including oil, natural gas, geothermal waters and steam, but not including rock, sand, gravel or pumice in, upon or under Lots One (1), Two (2), Three (3), Four (4) and the West half of the Southwest quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1), all fractional Section Three (3), and the South half (S $\frac{1}{2}$) of Section Five (5) in Township Twelve (12) North, Range Seven (7) East of the Willamette Meridian, together with the right to enter upon and to prospect for, mine and remove said minerals, oil, natural gas, geothermal waters and steam. The exercise of such reserved rights shall be subject to the rules and regulations promulgated by the Secretary of Agriculture, a copy of which is attached to Deed No. 27001W dated April 1, 1971 from Burlington Northern Inc. to the United States of America.

Skamania County

All fractional Section Thirteen (13), Lots One (1), Two (2) except that portion thereof reserved by Burlington Northern Inc. containing 5.65 acres, as shown on a plat recorded July 17, 1970, in Book A at page 149, Records of Skamania County, Washington, the Northwest quarter (NW $\frac{1}{4}$) and the South half (S $\frac{1}{2}$) of Section Fifteen (15), the West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$), the Southeast quarter of the Northwest quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$), the Southwest quarter (SW $\frac{1}{4}$) and the Southwest quarter of the Southeast quarter (SW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Twenty-three (23), all of Section Twenty-seven (27), all of Section Twenty-nine (29), all fractional Section Thirty-one (31), the North half (N $\frac{1}{2}$) of Section Thirty-three (33) and all fractional Section Thirty-five (35) in Township Nine (9) North, Range Five (5) East of the Willamette Meridian.

All fractional Section Five (5) and the

Northwest quarter (NW $\frac{1}{4}$) and the East half of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Nine (9) in Township Ten (10) North, Range Six (6) East of the Willamette Meridian.

Excepting and reserving all minerals, including oil, natural gas, geothermal waters and steam in, upon or under all fractional Section Five (5) and the Northwest quarter (NW $\frac{1}{4}$) and the East half of the Southwest quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Nine (9) in Township Ten (10) North, Range Six (6) East of the Willamette Meridian, together with the right to enter upon and to prospect for, mine and remove said minerals, oil, natural gas, geothermal waters and steam. The exercise of such reserved rights shall be subject to the rules and regulations promulgated by the Secretary of Agriculture, a copy of which is attached to Deed No. 27001W dated April 1, 1971 from Burlington Northern Inc. to the United States of America.

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

James H. Cook
Vice President

Witness:

James H. Cook
Robert A. Adams
Robert A. Adams
L. McGANN

ATTEST:

Robert A. Adams
Assistant Secretary

(SEAL)



STATE OF NEW YORK }
 } ss.
 COUNTY OF NEW YORK }

On this 11th day of May, 1971,
 before me personally appeared JAMES E. DONLAN
 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.

Joseph J. Holzinger
 Notary Public
 State of New York
 Commission Expires 1972

(NOTARIAL SEAL)

