

recited, and with interest coupons attached. Such bonds may be exchanged for engraved bonds when the same are deemed desirable, and when so exchanged, the lithographed or printed bonds shall be canceled by the Trustee and delivered to the Mortgagor.

ARTICLE THIRD: Said bonds issued hereunder shall pass by delivery unless registered as to principal upon the books of the Timber Company at the office of, and kept by, the MISSISSIPPI VALLEY TRUST COMPANY, such registration to be noted on the respective bonds. The Timber Company covenants that it will keep at said office a book or books for such registration, and the holder of any of said bonds may at his option and expense so have his bond registered upon presenting the same. When a bond is so registered, it shall pass only by transfer on said books noted also on the bond, and such registered bondholder shall be deemed the owner of such bond for all purposes. Any registered bond may upon presentation at said office, with written order of the person in whose name it is registered, properly authenticated, be transferred to the name of such person as may by said written order be designated, and the transferee shall thereafter be deemed owner of the bond under the same conditions as the prior owner, including the right to change the registration as aforesaid; and so, from time to time, as the owners for the time being may desire. Any registered holder may have any bond discharged from registration by so having the same transferred to bearer; and any holder of a bond so transferred to bearer may again cause it to be registered in his name, with the same effect as the first registration. The coupons attached to any bond shall in all cases be negotiable by delivery, whether the bond be registered or not. The Timber Company and its agents for paying said coupons and bonds, and the Trustee, may deem and treat the bearer of any of said coupons, and of any bonds that are not registered, as the absolute owner of such coupons or bonds for all purposes, whether such coupons or bonds be overdue or not.

ARTICLE FOURTH: Until default shall be made in any manner hereunder by the Timber Company it shall be suffered and permitted, except as to the bonds of the said Washington Northern Railroad Company hereby conveyed as security, to retain the possession and control of the property hereby conveyed, or intended so to be, to cut, remove and sell the timber therefrom. The Timber Company shall keep a true record of all timber cut, hauled, sold or removed from the lands hereby conveyed, and pay to the Trustee on account thereof, the sums hereinafter provided on account of the Sinking Fund. Until such default, the Timber Company shall take and use the income, rents, issues and profits, of the property hereby conveyed (except said Railroad Company bonds), in the same manner and to the same extent, and with the same effect, as if this indenture had not been made, and shall enjoy all the rights, powers and privileges belonging or incident to the full ownership of said property, except such rights, powers and privileges as are inconsistent herewith.

The Timber Company hereby irrevocably constitute and appoints the Trustee its true and lawful agent and attorney in fact, after default as aforesaid, to receive, receipt for, sue and recover any and all sums of money that may be or become due or owing to the Timber Company for or on account of, or in connection with, any of the property hereby conveyed, during the existence of any part of the debt hereby secured, and to apply the money so collected toward the payment of said debt, or for the operation or protection of the mortgaged property.

ARTICLE FIFTH: It is covenanted and agreed between the parties hereto that any part, or the entire issue, of bonds outstanding hereunder may be called and redeemed, from time to time, by the Trustee, either with amounts on hand in the sinking fund hereinafter provided, or with funds furnished to it by the Timber Company for that purpose, upon sixty