

holder or holders of all bonds which shall not then be presented for payment, the amount due thereon for principal and interest; and thereupon, on payment of all said costs, charges, compensations and expenses incurred by, or due to, the Trustee, the Trustee shall so deliver to the Railroad Company all property in its hands subject to this indenture, and shall cancel and satisfy this indenture of record; and in case the owner of any such outstanding unpaid bonds, within five years after such deposit, shall not claim the amount so deposited for payment thereof, the Trustee shall, upon demand, pay over such amount so deposited to the Railroad Company.

THIS INDENTURE FURTHER WITNESSETH:

That the trusts, uses, purposes, terms and conditions for and upon which said property is conveyed to the Trustee are as follows, to-wit:

ARTICLE FIRST: None of said bonds shall be valid or secured by this indenture until signed in the name of the Railroad Company, by its President or a Vice President, with its corporate seal affixed, attested by its Secretary or Assistant Secretary, and until it be authenticated by the Trustee, the MISSISSIPPI VALLEY TRUST COMPANY, as hereinafter provided; all coupons attached to be executed with the facsimile signature of the present Treasurer of the Railroad Company.

Upon the execution and recording hereof, the Railroad Company shall cause all of said bonds to be executed and delivered to said Trustee, and said Trustee shall forthwith authenticate and deliver the same under and in accordance with terms and provisions of the written agreement of the Railroad Company and the Oregon-Washington Timber Company, this day filed with the Trustee.

ARTICLE SECOND: In case any officers who shall have signed for the Railroad Company any bonds issued hereunder shall cease to be such officers of the Railroad Company after the execution of such bonds, but before the bonds so signed shall be authenticated and delivered by the Trustee hereunder, such bonds may, nevertheless, be issued, authenticated and delivered as though such persons had not ceased to be such officers of the Railroad Company. Only such bonds as shall be authenticated by the Trustee's signing the Trustee's Certificate endorsed thereon shall be secured by this mortgage deed of trust, or be entitled to any benefit or lien hereunder; and such certificate of the Trustee shall be conclusive evidence that the bonds so authenticated have been duly issued and are entitled to the benefit and security of the lien hereby created. The Trustee shall be fully protected in acting upon any certificate, statement, report, order, notice, request, consent or document by it believed to be genuine and to be signed by the proper party; and Trustee shall not incur any liability on account of any act done or omitted to be done in good faith under the provisions of this article.

Until the first mortgage bonds can be engraved and prepared, the mortgagor may execute and deliver temporary bonds, negotiable by deliver, and substantially of the tenor of the bonds hereinbefore recited, except that no coupons shall be attached to said bonds, and the same may be for the payment of one thousand dollars or any multiple thereof, as the mortgagor may determine. All such temporary bonds shall bear upon their face the words "Temporary First Mortgage, Six Per Cent, Gold Bond, Exchangeable for Engraved Bonds", and shall be duly authenticated by the Trustee in the same manner as the bonds hereinbefore described, and such authentication shall be conclusive evidence that the bonds so authenticated have been duly delivered to the mortgagor or upon its order, in accordance with the provisions of this indenture. Such temporary bonds duly issued and authenticated hereunder shall be exchangeable for engraved bonds to be issued hereunder, and upon any such exchange, said temporary bonds shall be forthwith cancelled by the Trustee and delivered to the mortgagor. Until so exchanged, the said temporary bonds shall in all respects be entitled to the lien and security of this indenture, as bonds issued and