

Item 9. Every holder of a note hereby accepts the same subject to the express understanding, first that this is not a personal obligation of the Grantor, nor of any person for whom he is Trustee, but is only the obligation of the Grantor in his trust capacity; (2) the title hereby mortgaged is that vested in the Grantor in trust for the said Bondholder's Committee and its successors and is evidenced by a certificate of purchase issued under order of said Court, and no language employed in this Instrument is to be construed as warranty of other or further title; (3) the Grantor has full right to lease or otherwise contract, subject to the terms of this mortgage, in respect to the properties herein before described; and to sell, mortgage or otherwise dispose of the same without further authorization, releases or acquittance of any kind from said Committee or from any former holder of bonds of the J. K. Lumber Company. The Grantor's tenure as Trustee for said Bondholders' Committee is subject to the control of such Committee or its successors; and the Grantor will transfer these properties to any corporation or person of its designation; subject to such trusts and obligations as may be imposed on the property at the time of such transfer; requiring only that he be compensated for actual expenses incurred and fairly; indemnified against any loss incident to having acted as Trustee. In event of his death, disability or resignation, the title to said properties may be vested in a successor Trustee to be selected by the said Committee or its successors.

#### ARTICLE II.

##### THE GRANTOR COVENANTS, CONTRACTS AND AGREES, AS FOLLOWS:

Item 1. That Grantor will duly and punctually pay or cause to be paid to every holder of any note issued hereunder, the principal and the interest accrued thereon, all in gold coin of the United States of America, of or equal to the standard of weight and fineness existing on February 1, 1919, notwithstanding any law which may now or hereafter make anything else legal tender for the payment of debts, at the dates and place and in the manner mentioned in said notes or in the interest coupons thereto attached, at the maturity thereof, whenever and howsoever said maturity may be determined, according to the true intent and meaning thereof and hereof. However, the interest on said notes until maturity thereof shall be payable only upon the presentation and surrender of the respective coupons, attached to said notes, as such coupons respectively mature; and, when and as paid, all such coupons shall forthwith be cancelled and delivered to the Grantor.

Item 2. That in case of his failure to pay the said notes and interest coupons, or any of them, whenever they may become due and payable, whether by lapse of time or otherwise, Grantor will pay, in addition to the costs allowed by law, decree or otherwise, reasonable attorney's fees for the collection of the same.

Item 3. That Grantor shall and will promptly before they shall become delinquent pay or cause to be paid all taxes, assessments and governmental charges which shall from time to time be legally imposed, assessed or levied upon or against the property hereby conveyed or upon any part thereof or upon the profits or income thereof, or which is or may be or may become a lien thereon; and that he will promptly pay or cause to be paid all taxes or other governmental charges that may be levied or assessed against or which may be payable upon this Mortgage, and that he will pay the <sup>said</sup> taxes or governmental charges before they shall become delinquent;