

ERECTED THEREON, AND ALL IMPROVEMENTS THERETO, TOOLS, MACHINERY OR EQUIPMENT THEREIN OR USED IN CONNECTION THEREWITH, AND ALL PROPERTY, REAL, PERSONAL OR MIXED, NOW OWNED OR WHICH MAY HEREAFTER BE ACQUIRED BY THIS CORPORATION.

TO HAVE AND TO HOLD SAID PROPERTY UNTO THE PARTY OF THE SECOND PART, ITS SUCCESSORS AND ASSIGNS FOREVER TO ITS AND THEIR OWN USE, BUT IN TRUST NEVERTHELESS, FOR THE BENEFIT AND SECURITY OF HOLDERS FROM TIME TO TIME OF SAID BONDS, BEARING EVEN DATE HERewith, ISSUED AND TO BE ISSUED UNDER THIS INDENTURE.

AND IT IS HEREBY DECLARED AND AGREED, THAT ALL OF THE BONDS SECURED, OR TO BE SECURED HEREBY, SHALL BE CERTIFIED, DECLARED AND ISSUED, AND THAT THE MORTGAGED PREMISES SHALL BE HELD SUBJECT TO THE FOLLOWING PROVISIONS, TERMS AND AGREEMENTS, TO-WIT:

1. SO LONG AS THE PARTY OF THE FIRST PART SHALL OBSERVE AND PERFORM ALL AND EVERY OF THE PREMISES, AGREEMENTS, COVENANTS AND STIPULATIONS IN SAID BONDS AND COUPONS, AND IN THIS TRUST DEED CONTAINED, AND SHALL WELL AND TRULY PAY, OR CAUSE TO BE PAID, THE INTEREST ON SAID BONDS, AND THE PRINCIPAL THEREOF, AT THE TIMES AND IN THE MANNER, AND AT THE PLACE THEREIN PROVIDED, AND SHALL DO AND PERFORM ALL AND EVERY OF THE ACTS AND THINGS BY IT TO BE DONE, AND PERFORMED, IT SHALL RETAIN THE POSSESSION OF SAID MORTGAGED PREMISES, AND ALL IMPROVEMENTS NOW THEREON, AND SUCH AS MAY HEREAFTER BE PLACED THEREON; AND SHALL USE AND ENJOY ALL OF SAID MORTGAGED PROPERTY, TOGETHER WITH THE INCOMES, ISSUES, USES AND PROFITS THEREOF, WITHOUT LET OR HINDRANCE FROM THE TRUSTEE.

2. IT IS COVENANTED AND AGREED BY AND BETWEEN THE PARTIES HERETO, THAT NO BOND SECURED BY THIS INDENTURE SHALL BE DEEMED AS HAVING BEEN ISSUED, OR SHALL BE VALID OR EFFECTIVE FOR ANY PURPOSE UNTIL THE SAME SHALL HAVE BEEN SIGNED BY THE PRESIDENT AND ATTESTED BY THE SECRETARY OF THE PARTY OF THE FIRST PART, AND SEALED WITH ITS CORPORATE SEAL, AND SHALL HAVE BEEN CERTIFIED BY THE PARTY OF THE SECOND PART, AS TRUSTEE, UNDER ITS CORPORATE SEAL TO BE ONE OF THE SERIES OF BONDS DESCRIBED IN THIS INDENTURE, AND THE NUMBER OF SAID BONDS WHICH MAY BE ISSUED BY THE PARTY OF THE FIRST PART AND SECURED BY THIS INDENTURE, AND CERTIFIED BY THE PARTY OF THE SECOND PART, AS TRUSTEE, SHALL BE, AND IS LIMITED TO THE AGGREGATE PRINCIPAL SUM OF TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS.

3. BUT IN CASE THE PARTY OF THE FIRST PART SHALL MAKE ANY DEFAULT IN THE PAYMENT OF EITHER THE INTEREST OR PRINCIPAL OF ANY BOND, OR COUPON, SECURED BY THIS MORTGAGE, ACCORDING TO THE TERMS THEREOF WHEN DEMAND FOR SUCH PAYMENT IS MADE AT THE OFFICE OF THE PARTY OF THE SECOND PART, AT YAKIMA, WASHINGTON, OR AT ANY TIME WHEN SUCH INTEREST OR PRINCIPAL BECOMES DUE, OR AT ANY TIME THEREAFTER, AND SUCH DEFAULT SHALL CONTINUE FOR SIXTY DAYS FROM AND AFTER SUCH DEMAND, OR IN CASE THE SAID PARTY OF THE FIRST PART SHALL FAIL TO PAY ANY TAXES, ASSESSMENTS, OR PUBLIC CHARGES OF ANY NATURE WHATSOEVER, WHICH MAY BE LAWFULLY LEVIED UPON SAID MORTGAGED PREMISES, AND SUCH FAILURE SHALL CONTINUE FOR A PERIOD OF SIXTY DAYS AFTER THE SAME BECOMES DELINQUENT, PROVIDED THAT IF THE LEGALITY OF ANY SUCH TAXES, ASSESSMENTS, OR PUBLIC CHARGES IS DISPUTED BY THE PARTY OF THE FIRST PART, THEN AND IN THAT EVENT, THE PARTY OF THE FIRST PART SHALL NOT BE CONSIDERED IN SUCH DEFAULT UNTIL THE LEGALITY OF SUCH TAXES, ASSESSMENTS OR PUBLIC CHARGES SHALL BE FINALLY ADJUDGED TO BE LEGALLY DUE AND PAYABLE, OR IN CASE THE PARTY OF THE FIRST PART SHALL FAIL TO INSURE THE MORTGAGED PROPERTY AS HEREINAFTER PROVIDED, OR IN CASE THE PARTY OF THE FIRST PART SHALL FAIL UPON DEMAND BY THE TRUSTEE TO EXECUTE