

SOUTHWEST CORNER OF SAID LOT 4; THENCE NORTHERLY, ALONG THE WEST LINE OF SAID LOT 4, TO A POINT 8.5 FEET SOUTHERLY OF THE CENTER LINE OF THE RAILWAY COMPANY'S MOST SOUTHERLY TRACK; THENCE EASTERLY, PARALLEL TO AND 8.5 FEET SOUTHERLY OF SAID CENTER LINE OF SAID TRACK, A DISTANCE OF 100 FEET, MORE OR LESS, TO THE EAST LINE OF SAID BLOCK 5; THENCE SOUTHERLY, ALONG THE EAST LINE OF SAID BLOCK 5, TO THE POINT OF BEGINNING;

THE SAID DESCRIBED PROPERTY BEING COVERED BY LEASE DULY EXECUTED BY SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY TO COLUMBIA RIVER PACKERS ASSOCIATION, INC., MARCH 27, 1926.

TO HAVE AND TO HOLD THE SAME UNTO THE MORTGAGEE FOREVER.

THIS CONVEYANCE IS INTENDED AS A COLLATERAL AND ADDITIONAL MORTGAGE TO SECURE THE PAYMENT OF \$1,250,000.00, WITH INTEREST THEREON FROM OCTOBER 1, 1924, AT THE RATE OF SEVEN PER CENT PER ANNUM, IN ACCORDANCE WITH THE TENOR OF THE FIRST MORTGAGE SEVEN PER CENT FIFTEEN YEAR SERIAL GOLD BONDS OF COLUMBIA RIVER PACKERS ASSOCIATION, INC., AND THE DEED OF TRUST OR MORTGAGE SECURING THE SAME EXECUTED AS OF OCTOBER 1, 1924.

NOW, IF THE SAID SUM, PRINCIPAL AND INTEREST, SHALL BE PAID WHEN DUE, AND ALL THE COVENANTS AND AGREEMENTS OF THE MORTGAGOR IN THIS MORTGAGE AND SAID FIRST MORTGAGE SEVEN PER CENT FIFTEEN YEAR SERIAL GOLD BONDS AND THE DEED OF TRUST OR MORTGAGE SECURING THE SAME, CONTAINED, SHALL BE PERFORMED, THIS CONVEYANCE SHALL BE VOID, BUT IF ANY PART OF SAID PRINCIPAL OR INTEREST BE NOT PAID WHEN THE SAME BECOMES DUE, OR IF ANY COVENANT OR AGREEMENT HEREIN OR IN SAID BONDS AND/OR DEED OF TRUST OR MORTGAGE BE NOT KEPT OR PERFORMED IN THE MANNER AND AT THE TIME PROVIDED, THE ENTIRE DEBT SECURED BY THIS MORTGAGE SHALL, AT THE OPTION OF THE MORTGAGEE AND WITHOUT NOTICE, IMMEDIATELY BECOME DUE AND PAYABLE.

THE MORTGAGOR COVENANTS AND AGREES DURING THE LIFE OF THIS MORTGAGE TO PAY ALL TAXES AND ASSESSMENTS AGAINST SAID PREMISES TEN DAYS BEFORE THE SAME BECOME DELINQUENT; TO DO OR PERMIT NO WASTE UPON THE PREMISES, AND TO KEEP SAID PREMISES FREE FROM ALL LIENS OR ENCUMBRANCES.

THE MORTGAGOR FURTHER COVENANTS WITH THE MORTGAGEE THAT THE PROPERTY COVERED BY THIS MORTGAGE IS OWNED BY THE MORTGAGOR, AND COVENANTS THAT THE SAME IS FREE AND CLEAR OF ANY AND ALL LIENS AND ENCUMBRANCES, AND THAT THE MORTGAGOR HAS FULL RIGHT TO MORTGAGE THE SAME, AND FURTHER COVENANTS AND AGREES TO FOREVER WARRANT AND DEFEND THE SAME AGAINST ANY AND ALL LAWFUL CLAIMS OR DEMANDS.

SHOULD SUIT BE INSTITUTED HEREON, THE MORTGAGOR WILL PAY SUCH SUM FOR ATTORNEY'S FEES AS THE COURT MAY ADJUDGE REASONABLE, THE SAME WITH ANY COSTS AND DISBURSEMENTS TO BE A PART OF AND SECURED BY THIS MORTGAGE.

THE TERMS MORTGAGOR AND MORTGAGEE HEREIN SHALL MEAN, RESPECTIVELY, THE MAKER OR MAKERS OF THIS MORTGAGE, AND THE GRANTEE OR GRANTEES HEREIN, AND SHALL INCLUDE AND BIND THE SUCCESSORS AND ASSIGNS OF SAID MAKERS AND GRANTEES.

IN WITNESS WHEREOF, COLUMBIA RIVER PACKERS ASSOCIATION, INC., IN ACCORDANCE WITH RESOLUTION OF ITS BOARD OF DIRECTORS, DULY AND REGULARLY ADOPTED, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SIGNED, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, BY ITS VICE-PRESIDENT AND SECRETARY, THEY BEING THEREUNTO DULY AUTHORIZED, THIS 11TH DAY OF OCTOBER, 1926.

EXECUTED IN THE PRESENCE OF:

GEO. PERKIN

M. E. AMSTADT

(CORPORATE)  
(SEAL)

COLUMBIA RIVER PACKERS ASSOCIATION, INC.

BY FRED BARKER  
VICE-PRESIDENT.

ATTEST: A. H. WHITTLE  
SECRETARY.