

ment and other machinery and equipment and personal property from the present location thereof to any other location in said state of Washington and from such new location to other locations, so long as such removal shall be for the sole purpose of logging and lumbering operations of the mortgagor, and provided that no such removal shall in any wise affect the lien of this mortgage upon said property in such new location.

4. The property hereby mortgaged may be released in whole or in any part, from the lien hereof at any time and upon any terms and conditions which may be agreed upon by the mortgagor and at least seventy-five per cent. in amount of the present creditors, and whether the present creditors have been paid, partially or in full, or not, provided that so long as there remains due and owing to the Bank any portion of said additional loan of \$5000.00 or any portion of advances which may be made hereafter by the Bank, no release, in whole or in part, shall be made by the mortgagee without the consent and approval of the Bank.

5. If the mortgagor shall fail to pay seasonably any tax, assessment, governmental charge or any other charge or lien whatsoever upon the property hereby mortgaged, or to procure and maintain insurance on said property in accordance with good business practices the mortgagee or the Bank, or any one of the present creditors of the mortgagor, may at his or their option pay such tax, assessment, governmental charge or other charge or lien, or procure insurance and pay therefor, and with the consent and approval of the Bank the amount of any and every such payment shall be a part of the debts and obligations hereby secured and shall be entitled to distribution of the proceeds of any moneys received by the mortgagee upon a pro rata basis with the present loan of \$5000.00 made by the Bank to the mortgagor and said contemplated payments and advances to be made in the future by the Bank.

6. For the purposes of this indenture the term "present creditors of the mortgagor" and similar terms used herein shall include only those creditors set forth and listed in said statement herewith delivered by the mortgagor to the mortgagee, and the mortgagee is hereby authorized and directed to consider only such creditors in determining upon any action which by the terms of this mortgage is contingent upon the approval of creditors of the mortgagor or any proportion of said creditors. Provided, however, that if the Bank or shall make further advances or payments to or for the use of the mortgagor, if any other creditor makes future advances or payments for the purpose of discharging any tax, assessment, governmental charge or any other charge or lien upon the property mortgaged or to procure insurance with the consent and approval of the Bank, and the fact that such advances have been made is proved to the sole satisfaction of the mortgagee, then to the extent of the present advance of \$5000.00 and any and all such further advances by the Bank, or by any other creditor, the amount of the debt due to the Bank, or to such other creditor, shall be thereupon increased and the amount of such total debt shall thereafter be taken into account by the mortgagee in determining whether the required proportion of creditors or indebtedness has consented to any action to be taken by the mortgagee, which under the terms hereof is dependent upon the consent of the creditors or any proportion thereof; and provided further that any creditor of the mortgagor whose claim is not included and set forth in said statement herewith delivered to the mortgagor, the present existence of whose claim shall be acknowledged by the mortgagor and at least 50 per cent. in number and amount of said creditors listed in said statement, or who shall reduce a present existing claim to a judgment against the mortgagor in any court of competent jurisdiction within the State of Washington or the State of Oregon, shall thereafter be considered as one of the present creditors of the mortgagor as fully as