

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

holdings, or which shall from time to time, during the continuance of this mortgage, be brought in, upon or about the said business hereinabove described, shall be considered as included in this mortgage, and be subject to the provisions and covenants herein contained; and the said Mortgagor shall upon request execute a further mortgage of such after-acquired property in terms similar to these presents, to the intent that such after-acquired property shall be effectually held as a security for the payment of the debt hereby secured;

Also, all of the property--real, personal and mixed-- of the Mortgagor constituting its plants and equipment for the carrying on of its business of dealing in fish and fish products located in the above mentioned various counties of Oregon and Washington, also in the Territory of Alaska, or elsewhere, and covered or intended to be covered by this and other separate mortgages of even date with this mortgage, all of which said mortgages are given to secure the same and identical debt for which this mortgage is given as security.

TO HAVE AND TO HOLD the same premises and the said goods and chattels with the appurtenances unto the said Mortgagee and assigns forever.

This conveyance is intended as a mortgage, however, and is given to secure the payment by the Mortgagor to the Mortgagee of the sum of Five Hundred Thousand and no/100 (\$500,000.00) Dollars in lawful money of the United States, with interest from date until paid at the rate of Five (5%) Percent, interest payable semi-annually, all according to the terms of a certain promissory note of even date herewith for Five Hundred Thousand and no/100 (\$500,000.00) Dollars payable on or before February 1, 1940, with provision for annual payments, given by the Mortgagor to the Mortgagee and bearing interest payable at the rate and times aforesaid. This note and mortgage represent a loan made in response to the written and executed application dated March 31, 1935 by the said Mortgagor to the Mortgagee, and the Mortgagor, prior to disbursement of the proceeds of this loan to it, made, executed and delivered certain other agreements and documents, in all of which said application, agreements and documents, and to induce the Mortgagee to make this loan, and upon consideration thereof, it did make certain representations, warranties, and agreements, all of which said warranties and representations, as therein contained, ^{hereby} are expressly confirmed, and the agreements therein contained are to be considered as a part of this mortgage to the same full force and effect as if herein repeated.

This indenture is further conditioned upon the faithful observance by the Mortgagor of each and every covenant and agreement contained in the foregoing note, as well as every covenant and agreement contained in the application for this loan, and in those other certain agreements and documents hereinabove referred to, and upon the following covenants hereby expressly entered into by the Mortgagor, to-wit:

That the indebtedness above described shall immediately become due and payable without notice or demand upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or the filing of a petition by or against the undersigned for the purpose of adjudicating the undersigned as insolvent or bankrupt, or an assignment for the benefit of its creditors. The Mortgagee is authorized to declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: (1) default in the payment of interest on any part of the indebtedness; (2) nonperformance by the undersigned or others of agreements with or required by the Mortgagee in respect of any indebtedness of the undersigned to the Mortgagee, including but not limited to agreements included or incorporated herein, or included or incorporated in, supplemental or incidental to, or required by (a) the application pursuant to which this mortgage is executed or any other application to the Mortgagee by the undersigned, or (b) the conditions imposed in connection with the granting of the loan evidenced