

All the tide and overflow lands in front of the North thirty feet of Case Street in Newport, Lincoln County, Oregon, and extending to the line of low tide in Yaquina Bay, with all wharfing and littoral rights fronting on said Bay, including all tenements and appurtenances thereto.

This assignment is subject to all of the terms, provisions and conditions of said lease.

There is also hereby assigned and transferred, set over and delivered to the Trustee herein the rights, privileges and franchises in and to certain trap-site license privileges for the installation and operation of fishing traps in the territory of Alaska. Said trap-site license privileges for four fish trap permits are described as follows:

Terr. Lic. for 1935.	Original License Number of Present Permit	Date of Expiration of Permit
35-103	33-025	Dec. 31, 1937
35-104	19-084	Dec. 31, 1939
35-105	28-639	Dec. 31, 1937
35-106	E.D.42	Dec. 31, 1935

While the loan secured hereby is not in default and while the loan from said Reconstruction Finance Corporation is not in default said Columbia River Packers Association, Inc. and its licensees shall maintain said licenses and fish the same in accordance with the rules, regulations and laws governing the same, and whenever said Reconstruction Finance Corporation loan is in default, then upon its demand, the Columbia River Packers Association, Inc., its successors or assigns, will execute such further instrument as may be necessary to fully indemnify and save harmless the said Reconstruction Finance Corporation, its successors and assigns, in the enjoyment of the rights, privileges and franchises granted and maintained under said permits, and whenever said loan from said Reconstruction Finance Corporation is in default, if said Reconstruction Finance Corporation, its successors and assigns, shall fail to exercise its privilege for the enjoyment of the rights, privileges and franchises granted and maintained under said permits or after said Reconstruction Finance Corporation loan has been paid, then during a default under this trust deed, as herein defined, the Trustee hereunder shall have the same rights, and privileges to enter into the possession of and enjoy the rights, privileges and franchises granted and maintained under said permits and upon demand, under said conditions and at said time, said Columbia River Packers Association, Inc., will execute such further instrument as may be necessary to fully indemnify and save harmless the Trustee hereunder, its successors and assigns, in the enjoyment of the rights, privileges and franchises granted and maintained under said permits.

There is also hereby assigned, transferred, set over and delivered to said Trustee all of the right, title and interest of Columbia River Packers Association, Inc., as party of the first part, in and to a certain lease dated September 28, 1931 with Alaska Packers Association, a California corporation as second party, commencing October 1, 1931 and expiring October 1, 1937.

All of the foregoing assignments and transfers of leases, franchises, privileges, fishing rights and permits are subject to a prior assignment thereof to the Reconstruction Finance Corporation as security for its said loan.

Also, all of the warehouses, can factories, cold storage plants, ice making plants, plants for receiving, handling, packing and/or canning fish, and all other buildings, structures and improvements now located on the above and foregoing described real property; also, the buildings, structures and improvements which shall hereafter be constructed or placed on said premises;

Together with all rents and other revenues thereof and all and singular the tenements, hereditaments and appurtenances to the above described property belonging, or in anywise appertaining, including any after-acquired title, franchise, license or easement, and also together with all right, title and interest of the Mortgagor from time to time; in and to any of the buildings and improvements, heating, lighting, plumbing, ventilating, air conditioning, ice making, refrigerator and cold storage equipment, factory, packing and canning equipment, conveyor systems, all wiring and wiring systems, electric or otherwise, all pipes and piping systems, pumps, water systems, elevators, motors, engines, machinery, sprinkler systems, furniture, furnishings, fixtures, appliances, utensils, equipment and other personal property now or hereafter owned by Mortgagor, or any successor in title, and attached to, contained in or used in connection with the real estate above described, all of which property, together with any and all replacements thereof, shall be deemed to be fixtures and an accession to the freehold, and a part of the realty as between the parties hereto and all persons claiming by, through or under them, and shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this mortgage;

Also, all of the fishing rights and licenses, fish traps, nets, seines, and all means and equipment for the taking and handling of fish, owned by the Mortgagor, or in or to which it has an interest;

Also, all of the fishing boats, scows, launches and vessels, together with their equipment and paraphernalia, owned by the Mortgagor, including but not limited to those which are described and listed in the Appraisement of the property of the Mortgagor prepared and certified to by General Appraisal Company, Portland, Oregon, under date of August 15, 1935, on pages 243 to 251, both inclusive, of said Appraisement, submitted to the Mortgagee in connection with this loan and as a part of the application of the Mortgagor for this loan, which list is incorporated in this mortgage by this reference to the same full effect and purpose as if set out hereat full length as therein contained;