

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY & PTO. CO. 187997

or intended to be conveyed or assigned, unto the Trustee, its successor or successors and assigns forever:

Subject, nevertheless, as to all the said railways, franchises, lands, stocks, bonds and other properties, to the said Prior Lien Mortgage of the Railway Company, bearing even date herewith, and to be forthwith recorded, executed by the Railway Company to The Mercantile Trust Company, a corporation of the State of New York, as trustee, to secure the Four Per Cent. Prior Lien Gold Bonds of the Railway Company, issued and to be issued thereunder, to an amount not exceeding in the aggregate \$130,000,000 at any one time outstanding.

And subject, also, as to certain portions of the property hereby mortgaged and conveyed, to the hereinbefore recited mortgages of said Northern Pacific Railroad Company, said Western Railroad Company, of Minnesota, and said St. Paul and Northern Pacific Railway Company, so far as such mortgages respectively cover such property.

And it is hereby expressly declared, covenanted and agreed that for the enforcement of the payment of all the bonds and interest obligations now or at any time hereafter issued and outstanding under the said Prior Lien Mortgage and the performance of and compliance with all the covenants and conditions thereof, the said Prior Lien Mortgage is and at all times hereafter shall be prior and superior in lien to this indenture as to any and all property now or at any time hereafter subject to the lien hereof, irrespective of the purpose or time of issue of any of said bonds, and as fully as though all of said Prior Lien Bonds to the amount of \$130,000,000 were issued and outstanding and secured by said Prior Lien Mortgage, prior to the execution of this indenture.

But in trust, nevertheless, for the equal and proportionate benefit and security of all present and future holders of the bonds and interest obligations issued and to be issued under and secured by this indenture, and for the enforcement of the payment of said bonds and interest obligations, when payable, and the performance of, and compliance with, the covenants and conditions of this indenture; without preference, priority or distinction as to lien or otherwise of any one bond over any other bond by reason of priority in the issue or negotiation thereof, so that each and every bond, issued and to be issued as aforesaid, shall have the same right, lien and privilege under and by this indenture, and that the principal and interest of every such bond shall, subject to the terms hereof, be equally and proportionately secured hereby, as if all had been made, executed, delivered and negotiated simultaneously with the execution and delivery of this indenture; it being intended that the lien and security of this indenture shall take effect from the day of the date hereof without regard to the date of actual issue, sale or disposition of said bonds as though, upon such day, all of said bonds were actually issued, sold and delivered to, and in the hands of, innocent holders for value.

And it is hereby expressly covenanted that all such bonds and the coupons for interest thereon are to be issued, certified, and delivered, and that the mortgaged premises are to be held by the Trustee subject to the further covenants, conditions, uses and trusts hereinafter set forth; and it is covenanted between the parties hereto as follows, viz.:

ARTICLE ONE

Section 1. All bonds to be secured hereby shall, from time to time, be executed and delivered by the Railway Company to the Trustee for certification, and thereupon the Trustee shall certify and deliver the same as provided in this Article, and not otherwise. The aggregate amount of the bonds issued and outstanding under this indenture at any one time shall never exceed the principal sum of \$190,000,000.