

TOGETHER WITH all buildings, structures, fixtures and improvements, of whatsoever nature, now on or hereafter placed upon the said real estate or any portion thereof; and also all easements, franchises, rights of way, pipe lines, water rights, sewage disposal rights, electric rights, railroad spur tracks, benefits and privileges of whatsoever nature now or hereafter appurtenant to or constituting a part of said real premises or any part thereof; also the rents, issues, profits and income from the said real estate or any part thereof; also, the tenements, hereditaments and appurtenances/in any wise belonging.

## II. PERSONAL PROPERTY

All lumber and plywood manufacturing machinery and equipment, tools, apparatus and appliances, motors, trucks, automotive equipment and personal property, of whatsoever sort, and whether here mentioned or not, owned by the Mortgagor and used by it in connection with its business as a lumber milling and manufacturing company at its plant and premises located on the above described real property, and whether now owned by the Mortgagor or hereafter acquired by it for use in or connected with its said business and plant.

Without prejudice to the generality of the foregoing, it is intended that this mortgage covers, includes and encumbers (but is not limited to) the specific items of personal property owned and used by the Mortgagor in said business, and located upon the above mentioned real estate and in, upon and about the improvements thereon situated and more particularly described in a list of items of personal property hereunto attached, marked SCHEDULE A, and made a part hereof by this reference.

IN ADDITION to the real and personal property hereinabove mentioned or specifically described, this indenture also covers and includes:

(1) All other real and personal property, of whatsoever nature and wherever situated or kept, owned by the Mortgagor and used, or kept or acquired for use, in connection with the above mentioned business of the Mortgagor; and

(2) All other property and/or rights of like nature to that hereinabove referred to which may hereafter be acquired by the Mortgagor for such use. And the Mortgagor now covenants to (a) notify the Mortgagee immediately of the acquisition of any such additional property, and (b) execute forthwith, upon request by the Mortgagee, a further mortgage or mortgages in terms similar to these presents, to the end that all such after-acquired property will be effectually held as security for the payment of the same hereinafter mentioned.

BUT EXPRESSLY EXCLUDING from the operation of this indenture the following property and rights:

All bills, notes and accounts receivable, all inventories of lumber products, processed, manufactured or kept by the Mortgagor at any time on hand for the purpose of sale.

TO HAVE AND TO HOLD the said real and personal property, with the appurtenances, unto the Mortgagee, its successors and assigns, FOREVER.

This indenture, however, is intended as a mortgage, and it is given to secure the payment by the Mortgagor to the Mortgagee of the following amounts in lawful money of the United States:

(a) The sum of One Hundred and Fifty Thousand Dollars (\$150,000.00) with interest thereon from date hereof at 1% per annum, according to the terms of the Mortgagor's note of even date herewith, payable to the Mortgagee on or before October 1, 1955, with provisions (among others) for periodical payments upon interest and principal, for acceleration of all sums then due in certain contingencies, and for attorney's fees in the event of suit thereon;

(b) Any extensions or renewals of the whole or any part of such indebtedness which the Mortgagee may see fit to grant;

(c) All sums which the Mortgagee may advance for the account of the Mortgagor, and all expenditures hereafter incurred by the Mortgagee, in accordance with subsequent provisions hereof or in accordance with the terms of said note; and

(d) Any and all other indebtedness of the Mortgagor to the Mortgagee, including principal, interest and/or expenses, whether contingent, now due or hereafter to become due, and whether heretofore or contemporaneously herewith or hereafter contracted or whether