

holders thereof and the same shall be excluded from participation in the lien and security afforded by this instrument. Neither shall Baker, Feltus & Company be held liable except for the amount so deposited, to be paid without interest upon surrender to it of such bonds or coupons, which shall thereupon be canceled by it and delivered to the Mortgagor.

Article II.

The Mortgagor Covenants and Agrees as follows:

1. That it will duly and punctually pay to every holder of every bond and coupon now or hereafter issued and outstanding hereunder the principal and interest accrued thereon as provided in this instrument and in said bonds and coupons, at the maturity thereof, whether in due course or by prepayment.

2. At the time of the execution and delivery hereof the mortgagor is lawfully seized and possessed of the property hereby transferred and conveyed and of every part thereof, has a good right to transfer and convey it, and it is free from all debts, judgments, extensions, liens, claims, charges and encumbrances of every kind; and the mortgagor warrants forever to defend the title to the mortgaged property and to every part thereof unto the Lumber Company, its successors and assigns forever, in quiet and peaceful possession thereof against the lawful claims of all persons whomsoever. It will ~~be~~ at its own expense do all things the Lumber Company may deem necessary to keep this instrument a first lien on any and all of the mortgaged property, and will promptly and duly execute and deliver to the Lumber Company any instrument which the Lumber Company may deem advisable for better carrying out the true intent hereof. It will not create, or attempt, or suffer the creation of, any lien or charge whatsoever on the mortgaged property or on any part thereof prior to or of equal rank with the lien thereof, or whereby the lien or security hereof might be impaired.

(Next Page)