

# TRUST DEED

THIS TRUST DEED, made this 9th day of August 1972, between  
FREDRICK GUY MILLER and MARILYN FAYE MILLER, husband and wife

as grantor, William Ganong, Jr., as trustee, and  
FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION of Klamath Falls, Oregon, a corporation organized and  
existing under the laws of the United States, as beneficiary;

## WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the  
property in Klamath County, Oregon, described as:

The South 45 feet of Lot 11, Block 5 PLEASANT VIEW  
TRACTS, according to the official plat thereof on  
file in the office of the County Clerk of Klamath  
County, Oregon.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments,  
rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appor-  
taining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation  
apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and lino-  
leum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above  
described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of  
each agreement of the grantor herein contained and the payment of the sum of **EIGHT THOUSAND AND NO/100-----**

(\$8,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the  
beneficiary or order and made by the grantor, principal and interest being payable in monthly installments of \$58.56 commencing  
September 5, 1972.

This trust deed shall further secure the payment of such additional money,  
if any, as may be loaned hereafter by the beneficiary to the grantor or others  
having an interest in the above described property, as may be evidenced by a  
note or notes. If the indebtedness secured by this trust deed is evidenced by  
more than one note, the beneficiary may credit payments received by it upon  
any of said notes or part of any payment on one note and part on another,  
as the beneficiary may elect.

The grantor hereby covenants to and with the trustee and the beneficiary  
herein that the said premises and property conveyed by this trust deed are  
free and clear of all encumbrances and that the grantor will and his heirs,  
executors and administrators shall warrant and defend his said title thereto  
against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms  
thereof and, when due, all taxes, assessments and other charges levied against  
said property; to keep said property free from all encumbrances having pre-  
cedence over this trust deed; to complete all buildings in course of construction  
or hereafter constructed on said premises within six months from the date  
hereof or the date construction is hereafter commenced; to repair and restore  
promptly and in good workmanlike manner any building or improvement on  
said property which may be damaged or destroyed and pay, when due, all  
costs incurred therefor; to allow beneficiary to inspect said property at all  
times during construction; to replace any work or materials unsatisfactory to  
beneficiary within fifteen days after written notice from beneficiary of such  
fact; not to remove or destroy any building or improvements now or hereafter  
constructed on said premises; to keep all buildings and improvements now or  
hereafter erected upon said property in good repair and to complete same  
no waste of said premises; to keep all buildings, property and improvements  
now or hereafter erected on said premises continuously insured against loss  
by fire or such other hazards as the beneficiary may from time to time require,  
in a sum not less than the original principal sum of the note or obligation  
secured by this trust deed, in a company or companies acceptable to the be-  
neficiary, and to deliver the original policy of insurance in correct form and with  
approved loss payable clause in favor of the beneficiary attached and with  
premium paid, to the principal place of business of the beneficiary at least  
fifteen days prior to the effective date of any such policy of insurance. If  
said policy of insurance is not so tendered, the beneficiary may in its own  
discretion obtain insurance for the benefit of the beneficiary, which insurance  
shall be non-cancelable by the grantor during the full term of the policy thus  
obtained.

In order to provide regularly for the prompt payment of said taxes, assess-  
ments or other charges and insurance premiums, the grantor agrees to pay to  
the beneficiary, together with and in addition to the monthly payments of  
principal and interest payable under the terms of the note or obligation secured  
hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and  
other charges due and payable with respect to said property within each suc-  
ceeding twelve months, and also one-thirty-sixth (1/36th) of the insurance premiums  
payable with respect to said property within each succeeding three years while  
this trust deed remains in effect, as estimated and directed by the beneficiary;  
such sums to be credited to the principal of the loan until required for the  
several purposes thereof and shall thereupon be charged to the principal of the  
loan; or, at the option of the beneficiary, the sums so paid shall be held by  
the beneficiary in trust as a reserve account, without interest, to pay said  
premiums, taxes, assessments or other charges when they shall become due  
and payable.

While the grantor is to pay any and all taxes, assessments and other  
charges levied or assessed against said property, or any part thereof, before  
the same begin to bear interest and also to pay premiums on all insurance  
policies upon said property, such payments are to be made through the bene-  
ficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay  
said taxes, assessments and other charges levied or imposed against  
said property in the amounts as shown by the statements thereof furnished  
by the collector of such taxes, assessments or other charges, and to pay the  
insurance premiums in the amounts shown on the statements submitted by  
the insurance carriers or their representatives, and to charge said sums to the  
principal of the loan or to withdraw the sums which may be required from  
the reserve account, if any, established for that purpose. The grantor agrees  
in no event to hold the beneficiary responsible for failure to have any insur-  
ance written or for any loss or damage growing out of a defect in any insur-  
ance policy, and the beneficiary hereby is authorized, in the event of any  
loss, to compromise and settle with any insurance company and to apply any  
such insurance receipts upon the obligations secured by this trust deed. In  
computing the amount of the indebtedness and interest thereon, the beneficiary  
in full or upon sale or other acquisition of the property by the beneficiary after

default, any balance remaining in the reserve account shall be credited to the  
indebtedness. If the reserve account for taxes, assessments, insurance premiums  
and other charges is not sufficient at any time for the payment of such charges  
as they become due, the grantor shall pay the deficit to the beneficiary upon  
demand, and if not paid within ten days after such demand, the beneficiary  
may at its option add the amount of such deficit to the principal of the  
obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the  
beneficiary may at its option carry out the same, and all its expenditures there-  
for shall draw interest at the rate specified in the note, shall be repayable by  
the grantor on demand and shall be secured by the lien of this trust deed. In  
this connection, the beneficiary shall have the right in its discretion to complete  
any improvements made on said premises and also to make such repairs to said  
property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations,  
covenants, conditions and restrictions affecting said property; to pay all costs,  
fees and expenses of this trust, including the cost of title search, as well as  
the other costs and expenses of the trustee incurred in connection with or  
in enforcing this obligation, and trustee's and attorney's fees actually incurred;  
to appear in and defend any action or proceeding purporting to affect the securi-  
ty hereof or the rights or powers of the beneficiary or trustee; and to pay all  
costs and expenses, including cost of evidence of title and attorney's fees in a  
reasonable sum to be fixed by the court, in any such action or proceeding in  
which the beneficiary or trustee may appear and in any suit brought by bene-  
ficiary to foreclose this deed, and all said sums shall be secured by this trust  
deed.

The beneficiary will furnish to the grantor on written request therefor an  
annual statement of account but shall not be obligated or required to furnish  
any further statements of account.

## It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken  
under the right of eminent domain or condemnation, the beneficiary shall have  
the right to commence, prosecute in its own name, appear in or defend any ac-  
tion or proceedings, or to make any compromise or settlement in connection with  
such taking and, if it so elects, to require that all or any portion of the money's  
payable as compensation for such taking, which are in excess of the amount re-  
quired to pay all reasonable costs, expenses and attorney's fees necessarily paid  
or incurred by the grantor in such proceedings, shall be paid to the beneficiary  
and applied by it first upon any reasonable costs and expenses and attorney's  
fees necessarily paid or incurred by the beneficiary in such proceedings, and the  
balance applied upon the indebtedness secured hereby; and the grantor agrees,  
in its own expense, to take such actions and execute such instruments as shall  
be necessary in obtaining such compensation, promptly upon the beneficiary's  
request.

2. At any time and from time to time upon written request of the bene-  
ficiary, payment of its fees and presentation of this deed and the note for en-  
dorsement (in case of full reconveyance, for cancellation), without affecting the  
liability of any person for the payment of the indebtedness, the trustee may (a)  
consent to the making of any map or plat of said property; (b) join in granting  
any easement or creating and restriction thereon; (c) join in any subordination  
or other agreement affecting this deed or the lien or charge hereof; (d) reconvey,  
without warranty, all or any part of the property. The grantee in any reconvey-  
ance may be described as the "person or persons legally entitled thereto" and  
the recitals therein of any matters or facts shall be conclusive proof of the  
truthfulness thereof. Trustee's fees for any of the services in this paragraph  
shall be \$5.00.

3. As additional security, grantor hereby assigns to beneficiary during the  
continuance of these trusts all rents, issues, royalties and profits of the pro-  
perty affected by this deed and of any personal property located thereon. Until  
grantor shall default in the payment of any indebtedness secured hereby or in  
the performance of any agreement hereunder, grantor shall have the right to col-  
lect all such rents, issues, royalties and profits earned prior to default as they  
become due and payable. Upon any default by the grantor hereunder, the bene-  
ficiary may at any time without notice, either in person, by agent or by a re-  
ceiver to be appointed by a court, and without regard to the adequacy of any  
security for the indebtedness hereby secured, enter upon and take possession of  
said property, or any part thereof, in its own name sue for or otherwise collect  
the rents, issues and profits, including those past due and unpaid, and apply  
the same, less costs and expenses of operation and collection, including reason-  
able attorney's fees, upon any indebtedness secured hereby, and in such order  
as the beneficiary may determine.

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4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50.00 each) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property as sold, but without any covenant or warranty, express or implied. The trustee in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the trustee but including the grantor and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge to the trustee; (2) To the obligation secured by the trust deed; (3) To all persons having recorded liens subsequent to the interests of the trustee in the trust deed as their interests appear in the order of their priority; (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.



STATE OF OREGON  
County of Klamath

*Fredrick Guy Miller* (SEAL)

*Marilyn Faye Miller* (SEAL)

THIS IS TO CERTIFY that on this 9 day of August, 1972, before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named

**FREDRICK GUY MILLER and MARILYN FAYE MILLER, husband and wife**

to me personally known to be the identical individual<sup>s</sup> named in and who executed the foregoing instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL)

*James D. Bocchi*  
Notary Public for Oregon  
My commission expires: 10-25-74

Loan No. \_\_\_\_\_

## TRUST DEED

\_\_\_\_\_

TO  
GRANTOR  
FIRST FEDERAL SAVINGS &  
LOAN ASSOCIATION

BENEFICIARY  
After Recording Return To:  
FIRST FEDERAL SAVINGS  
540 Main St.  
Klamath Falls, Oregon

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

FEE \$1.00

STATE OF OREGON }  
County of Klamath } ss.

I certify that the within instrument was received for record on the 14th day of AUGUST, 1972, at 3:25 o'clock P.M., and recorded in book M 72 on page 9036. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE  
County Clerk

By *Harold J. Jorgensen*  
Deputy

### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

First Federal Savings and Loan Association, Beneficiary

DATED: \_\_\_\_\_, 19\_\_\_\_

by \_\_\_\_\_



SUPPLEMENTAL MORTGAGE AND SECURITY AGREEMENT, dated as of August 9, 1972, made by and among MIDSTATE ELECTRIC COOPERATIVE, INC. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Oregon, UNITED STATES OF AMERICA (hereinafter called the "Government") acting through the Administrator of the Rural Electrification Administration (hereinafter called "REA"), and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia (the Government and CFC being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, the Mortgagor has heretofore borrowed funds from the Government pursuant to the Rural Electrification Act of 1936, as amended (7 U.S.C. 901 et seq., hereinafter called the "Act"), and pursuant to a loan contract or amending loan contract identified in the tenth recital hereof (hereinafter called the "Instruments Recital") by and between the Mortgagor and the Government (said loan contract, as it may have been amended prior to the date of the REA concurrent loan agreement referred to below, being hereinafter called the "Prior REA Loan Agreement") and has duly authorized and executed, and delivered to the Government, certain mortgage notes all payable to the order of the Government, in installments, of which the mortgage notes (hereinafter collectively called the "Outstanding REA Notes") identified in the Instruments Recital are now outstanding and held by the Government; and

WHEREAS, the Outstanding REA Notes are secured by the security instruments (hereinafter collectively called the "REA Mortgage") made by the Mortgagor to the Government identified in the Instruments Recital; and

WHEREAS, the Mortgagor, the Government and CFC desire to add CFC as a secured party under the REA Mortgage and further desire to amend, supplement and consolidate the REA Mortgage; and

WHEREAS, under the provisions of the Act and other applicable law, the Administrator of REA is authorized to amend, supplement and consolidate the REA Mortgage as herein provided; and

WHEREAS, the changes in the REA Mortgage which the parties thereto and hereto desire now to effect make advisable the consolidating and restating of each of the instruments constituting the REA Mortgage in its entirety.

NOW, THEREFORE, this Supplemental Mortgage and Security Agreement

# WITNESSETH:

That each of the instruments constituting the REA Mortgage is hereby amended, supplemented and consolidated to read in its entirety from and after the date of execution of this Supplemental Mortgage and Security Agreement (the REA Mortgage, as amended, supplemented and consolidated hereby, being herein called "this Mortgage") as follows:

WHEREAS, the Mortgagor has determined to borrow additional funds from the Government pursuant to the Act and to an REA concurrent loan agreement, identified in the Instruments Recital, amending the Prior REA Loan Agreement (said agreements, as they may from time to time be amended or supplemented, being hereinafter called the "REA Loan Agreement") and has accordingly duly authorized, executed and delivered to the Government its mortgage note (identified in the Instruments Recital and hereinafter called the "Concurrent REA Note") to be secured by this Mortgage of the property hereinafter described; and

WHEREAS, the Mortgagor now owns electric transmission and distribution lines and other facilities identified in the Property Schedule contained in the granting clause hereof (hereinafter called the "Existing Electric Facilities"); and

Form - Orig. Common REA-CFC Elec. Mtg. 7-6476

11/71

REA Designation: Oregon 39-N2 Klamath

NO. 1

WHEREAS, it is contemplated that the Outstanding REA Notes and the Concurrent REA Note shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes (hereinafter collectively called the "Additional REA Notes") which may from time to time be executed and delivered by the Mortgagor to the Government as hereinafter provided (the Outstanding REA Notes, the Concurrent REA Note and any Additional REA Notes being hereinafter collectively called the "REA Notes"); and

WHEREAS, the Mortgagor has determined at this time to borrow funds also from CFC pursuant to a loan agreement, identified in the Instruments Recital, between the Mortgagor and CFC (such loan agreement as it may from time to time be amended or supplemented being hereinafter called the "CFC Loan Agreement" and, together with the REA Loan Agreement, collectively the "Loan Agreements") and has accordingly duly authorized the execution and delivery to CFC of its mortgage note (identified in the Instruments Recital and hereinafter called the "CFC Note"); and

WHEREAS, the instruments referred to in the preceding recitals and the Maximum Debt Limit referred to in article I, section 1 hereof are hereby identified as follows:

INSTRUMENTS RECITAL

"Prior REA Loan Agreement" (exclusive of amendments) dated as of November 30, 1950

"REA concurrent loan agreement" and "CFC Loan Agreement" each dated as of May 1, 1972 JUL 3 1972

Date	Principal Amount	Interest Rate	Final Payment Date
of even date herewith	\$623,000	2%	35 years after date thereof

Date	Principal Amount	Interest Rate	Final Payment Date
of even date herewith	\$69,000	7½%	35 years after date thereof

"Maximum Debt Limit" for purposes of article I, section 1 hereof shall be \$25,000,000

"REA Mortgage": Instrument	Date	Trustee, if any
1. Mortgage	December 1, 1950	
2. Supplemental Mortgage	July 18, 1958	
3. Supplemental Mortgage	March 5, 1963	
4. Supplemental Mortgage	August 25, 1965	
5. Mortgage	February 3, 1968	

"Outstanding REA Notes":

Twelve ----- (12) certain mortgage notes in an aggregate principal amount of \$ 5,288,932.96 -----, all of which will finally mature on or before September 18, 2004.



WHEREAS, it is contemplated that the CFC Note shall be secured hereby, as well as additional notes and refunding, renewal and substitute notes (hereinafter collectively called the "Additional CFC Notes" and, together with the Additional REA Notes, the "Additional Notes") which may from time to time be executed and delivered by the Mortgagor to CFC as hereinafter provided (the CFC Note and any Additional CFC Notes being hereinafter collectively called the "CFC Notes"; and the REA Notes and the CFC Notes, collectively, being hereinafter called the "notes"); and

WHEREAS, the Government and CFC are authorized to enter into this Mortgage; and

WHEREAS, to the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Mortgage be regarded as a "security agreement" and as a "financing statement" for said security agreement under the Uniform Commercial Code;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH that, in order to secure the payment of the principal of and interest on the notes, according to their tenor and effect, and further to secure the due performance of the covenants, agreements and provisions contained in this Mortgage and the Loan Agreements and to declare the terms and conditions upon which the notes are to be secured, the Mortgagor, in consideration of the premises, has executed and delivered this Mortgage, and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagees, and their respective assigns, all and singular the following-described property (hereinafter sometimes called the "Mortgaged Property"):

## I

All right, title and interest of the Mortgagor in and to the Existing Electric Facilities and electric plants, lines or other facilities hereafter constructed or acquired by the Mortgagor, wherever located, and in and to all extensions and improvements thereof and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, cross arms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, machinery, tools, supplies, switching and other equipment, and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith and including, without limitation, the property described in the following property schedule:

## (a) The Existing Electric Facilities are located in the following Counties:

Deschutes, Lake and Klamath, in the State of Oregon

## (b) The property referred to in the last line of paragraph I of the Granting clause includes the following:

1. A certain tract of land described in a certain deed, dated December 27, 1950, by Ernest G. McCabe and Helen W. McCabe, husband and wife, as grantors to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Deschutes Court of Deschutes County, in the State of Oregon, in Deed Book 36, on page 548.
2. A certain tract of land described in a certain deed, dated August 8, 1968, by Robert C. Young and Floretta J. Young, husband and wife, and Vernon R. Morgan and Dorothy J. Morgan, husband and wife, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Deschutes Court of Deschutes County, in the State of Oregon, in Deed Book 144, on page 620.
3. A certain tract of land described in a certain deed dated October 6, 1970 by G. C. Randell and J. E. Clute of Boise Cascade Corporation, a Delaware Corporation, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Klamath Court of Klamath County, in the State of Oregon, in Deed Book M-70, on page 9353.
4. A certain tract of land described in a certain deed, dated February 22, 1968, by O. D. Hallin and Thomas M. Meyersieck of Crown Zellerbach Corporation, a Nevada Corporation, and Vern L. Gurnsey and John E. Clute of Boise Cascade Corporation, a Delaware Corporation, as grantors, to the Mortgagor, as grantee, in the Office of the Clerk of Klamath Court of Klamath County, in the State of Oregon, in Deed Book M-68, on page 2381.
5. A certain tract of land described in a certain deed, dated December 30, 1968, by Frank R. Gilchrist and Wayne H. Ernst of Gilchrist Timber Company, a Delaware Corporation, as grantors, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Klamath Court of Klamath County, in the State of Oregon, in Deed Book M-69, on page 98.
6. A certain tract of land described in a certain deed, dated April 29, 1955, by Edwin A. Eskelin, as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Lake Court of Lake County, in the State of Oregon, in Deed Book 117, on page 326.
7. A certain tract of land described in a certain deed, dated March 26, 1971, by Crystal Stearns, personal representative of Harry I. Stearns, deceased as grantor, to the Mortgagor, as grantee, and recorded in the Office of the Clerk of Deschutes Court of Deschutes County, in the State of Oregon, in Deed Book 175, on page 326.



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## II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

## III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

## IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, or corporation providing for the purchase, sale or exchange of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor;

## V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as hereinafter provided in section 13(b) of article II hereof, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagees and their respective assigns forever, to secure equally and ratably the payment of the principal of and interest on the notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any note over any other note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of the covenants, agreements and provisions herein and in the Loan Agreements contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

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## II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

## III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

## IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, or corporation providing for the purchase, sale or exchange of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor;

## V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as hereinafter provided in section 13(b) of article II hereof, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) owned or used by the Mortgagor shall be included in the Mortgaged Property.

TO HAVE AND TO HOLD all and singular the Mortgaged Property unto the Mortgagees and their respective assigns forever, to secure equally and ratably the payment of the principal of and interest on the notes, according to their tenor and effect, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided herein) or as to lien or otherwise of any note over any other note by reason of the priority in time of the execution, delivery or maturity thereof or of the assignment or negotiation thereof, or otherwise, and to secure the due performance of the covenants, agreements and provisions herein and in the Loan Agreements contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.



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## ARTICLE 1

## ADDITIONAL NOTES

SECTION 1. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time (1) execute and deliver to the Government one or more Additional REA Notes to evidence loans made by the Government to the Mortgagor pursuant to the Act or to evidence indebtedness of the Mortgagor incurred by the assumption by the Mortgagor of the indebtedness of a third party or parties to the Government created by a loan or loans theretofore made by the Government to such third party or parties pursuant to the Act, and (2) execute and deliver to CFC one or more Additional CFC Notes to evidence loans made by CFC to the Mortgagor or to evidence indebtedness of the Mortgagor incurred by the assumption by the Mortgagor of the indebtedness of a third party or parties to CFC created by a loan or loans made by CFC to such third party or parties. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may also from time to time execute and deliver one or more Additional Notes to refund any note or notes at the time outstanding and secured hereby, or in renewal of, or in substitution for, any such outstanding note or notes. Additional Notes shall contain such provisions and shall be executed and delivered upon such terms and conditions as the board of directors of the Mortgagor in the resolution or resolutions authorizing the execution and delivery thereof and the relevant lender shall prescribe; provided, however, that the notes at any one time secured hereby shall not exceed in the aggregate principal amount the amount identified in the Instruments Recital as the Maximum Debt Limit, and no note shall mature more than fifty (50) years after the date hereof; and provided further that, except as otherwise hereinbelow provided, the Mortgagor shall not execute and deliver any note to the Government under any loan contract hereafter entered into between the Mortgagor and the Government, if, after taking the loan provided for in such loan contract into account, the Mortgagor shall have, on a pro forma basis as determined by REA and CFC, for any of the first three years in which it is estimated installments of both interest and principal will be required to be made on such loan (herein called the "test years"), a Times Interest Earned Ratio (as hereinafter defined and herein called "TIER") of less than 1.5, or a Debt Service Coverage (as hereinafter defined and herein called "DSC") of less than 1.25. Notwithstanding the provisions of the second proviso of the next preceding sentence, the Mortgagor may execute and deliver such note if (i) such proviso shall be waived in writing by CFC, or (ii) the Mortgagor shall place in operative effect an increase in its rates for service sufficient to produce additional revenues so as to assure, to the satisfaction of REA and CFC, the ability of the Mortgagor to meet the TIER and DSC standards for the test years hereinabove set forth, or (iii) the Mortgagor shall apply the proceeds of the note restricted hereby directly to the prepayment in full of all of the CFC Notes then outstanding and to the payment in full of all obligations of the Mortgagor to CFC under such CFC Notes, this Mortgage and the CFC Loan Agreement, and such prepayment may be made without any penalty or premium, notwithstanding any provision of the CFC Loan Agreement or other instrument which would otherwise require such premium or penalty, and in the event of such prepayment, the provisions of Article II, Section 4 hereof, with respect to proportionate prepayments to CFC and the Government, shall not apply.

For purposes of this Section 1, TIER shall mean the ratio determined on a pro forma basis with respect to each of the test years as follows: for each such year: add Patronage Capital and Margins (as computed for purposes of A.23 on REA Form 7, rev. 12-70 and, if applicable, Line A.24 on such Form 7, rev. 12-70, with the appropriate pro forma adjustment) to Interest Expense (an amount as computed for purposes of Line A.14 of REA Form 7 minus an amount so computed for purposes of Line A.15 of REA Form 7, rev. 12-70, with the appropriate pro forma adjustment), and divide the total so obtained by Interest Expense (as so computed).

shall be outstanding, maintain and preserve the lien of this Mortgage superior to all other liens affecting the Mortgaged Property, and will forever warrant and defend the title to the property described as being mortgaged hereby to the Mortgagees against any and all claims and demands whatsoever. The Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon any of the Mortgagor's property (whether taxed to the Mortgagor or to any noteholder), or the franchises, earnings or business of the Mortgagor, as and when the same shall become due and payable; and whenever called upon so to do the Mortgagor will furnish to the Mortgagees or to any noteholder adequate proof of such payment or discharge; provided, however, that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Mortgagor is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

SECTION 3. Except to secure loans made by the Government or by CFC to the Mortgagor, or to a third party or parties the obligation of which is assumed by the Mortgagor, in each case in the manner specified in section 1 of article I hereof, the Mortgagor will not, without the consent in writing of both the Mortgagees, charge, assign, pledge, mortgage or otherwise encumber any of its property, real or personal, tangible or intangible, wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, except that, in the event that the Mortgagor shall have duly applied for a loan from CFC which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor, and CFC shall not have approved such application on or prior to the later of (i) 30 days after receipt by CFC of said approval and determination by the Government or (ii) 60 days after the receipt of such application by CFC, then the Mortgagor may, without the consent of CFC, obtain a commitment for such loan from another lender or lenders and agree to so encumber its property by amending this Mortgage to secure equally and ratably with the notes the evidence of such loan from such other lender or lenders; provided that the Mortgagor shall, on a pro forma basis after taking into account the terms and conditions of such loan, meet each of the financial and operating standards at the time imposed by CFC for the making of a secured loan of comparable maturity to its members, and provided further that, by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive substantially the same, and in no event greater, rights or powers than those granted to CFC under this Mortgage, and provided further that CFC shall have determined that such loan from such other lender or lenders and such amendment to this Mortgage comply in all respects with the provisions of this section.

SECTION 4. The Mortgagor will duly and punctually pay the principal of and interest on the notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due hereunder. The Mortgagor may at any time make prepayments, on account of all or part of the principal of the notes, to the extent and in the manner therein and in the Loan Agreements set forth; provided, however, that (i) any prepayment of any of the CFC Notes shall be accompanied by a simultaneous prepayment of each of the REA Notes issued in connection with such CFC Note as a result of a Contemporaneous Loan, all as hereinafter set forth and (ii) any prepayment of any of the Concurrent REA Note or Additional REA Notes shall be accompanied by a simultaneous prepayment of each of the CFC Notes issued in connection with such Concurrent REA Note or Additional REA Notes as a result of a Contemporaneous Loan, all as hereinafter set forth (at the premium, if any, prescribed in the CFC Loan Agreement). Prepayments which are required to be apportioned between CFC Notes on the one hand and the Concurrent REA Note or the Additional REA Notes on the other hand under the above proviso shall be apportioned according to the proportions which the aggregate unpaid principal amount of such CFC Notes and the aggregate unpaid principal amount of such Concurrent REA Note and Additional REA Notes, respectively, bear to the aggregate unpaid principal amount of



For purposes of this Section 1, DSC shall mean the ratio determined for each of the test years on a pro forma basis as follows: add Patronage Capital and Margins, and Interest Expense (as computed in accordance with the principles set forth in the preceding sentence) to Depreciation and Amortization Expense (an amount as computed for the purposes of Line A.11 of REA Form 7, rev. 12-70, with the appropriate pro forma adjustment), and divide the total so obtained by an amount equal to the sum of all payments of principal and interest required to be made during each of the test years on account of Total Long-Term Debt (as computed for the purposes of Line C.35 of REA Form 7, rev. 12-70).

No Additional CFC Notes shall be secured by this Mortgage without the prior written approval thereof by the Government.

SECTION 2. The Mortgagor, when authorized by resolution or resolutions of its board of directors, may from time to time execute, acknowledge, deliver, record and file mortgages supplemental to this Mortgage which thereafter shall form a part hereof, for the purpose of formally confirming this Mortgage as security for the notes. Nothing herein contained shall require the execution and delivery by the Mortgagor of a supplemental mortgage in connection with the issuance hereunder or the securing hereby of notes except as hereinafter provided in section 13 of article II hereof.

## ARTICLE II

### PARTICULAR COVENANTS OF THE MORTGAGOR

The Mortgagor covenants with the Mortgagees and the holders of notes secured hereby (hereinafter sometimes collectively called the "noteholders") and each of them as follows:

SECTION 1. The Mortgagor is duly authorized under its articles of incorporation and by-laws and the laws of the State of its incorporation and all other applicable provisions of law to execute and deliver the Concurrent REA Note, the CFC Note, the Outstanding REA Notes and this Mortgage and to execute and deliver Additional Notes; and all corporate action on its part for the execution and delivery of the CFC Note, the Concurrent REA Note, the Outstanding REA Notes and this Mortgage has been duly and effectively taken; and the Concurrent REA Note, the CFC Note, the Outstanding REA Notes and this Mortgage are, or when executed and delivered will be, the valid and enforceable obligations of the Mortgagor in accordance with their respective terms.

SECTION 2. The Mortgagor warrants that it has good right and lawful authority to mortgage the property described in the granting clauses of this Mortgage for the purposes herein expressed, and that the said property is free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto, except (i) the lien of this Mortgage and taxes or assessments not yet due; (ii) deposits or pledges to secure payment of workmen's compensation, unemployment insurance, old age pensions or other social security; and (iii) deposits or pledges to secure performance of bids, tenders, contracts (other than contracts for the payment of borrowed money), leases, public or statutory obligations, surety or appeal bonds, or other deposits or pledges for purposes of like general nature in the ordinary course of business. The Mortgagor will, so long as any of the notes

shall be outstanding, maintain and preserve the lien of this Mortgage superior to all other liens affecting the Mortgaged Property, and will forever warrant and defend the title to the property described as being mortgaged hereby to the Mortgagees against any and all claims and demands whatsoever. The Mortgagor will promptly pay or discharge any and all obligations for or on account of which any such lien or charge might exist or could be created and any and all lawful taxes, rates, levies, assessments, liens, claims or other charges imposed upon or accruing upon any of the Mortgagor's property (whether taxed to the Mortgagor or to any noteholder), or the franchises, earnings or business of the Mortgagor, as and when the same shall become due and payable; and whenever called upon so to do the Mortgagor will furnish to the Mortgagees or to any noteholder adequate proof of such payment or discharge; provided, however, that this provision shall not be deemed to require the payment or discharge of any tax, rate, levy, assessment or other governmental charge while the Mortgagor is contesting the validity thereof by appropriate proceedings in good faith and so long as it shall have set aside on its books adequate reserves with respect thereto.

SECTION 3. Except to secure loans made by the Government or by CFC to the Mortgagor, or to a third party or parties the obligation of which is assumed by the Mortgagor, in each case in the manner specified in section 1 of article I hereof, the Mortgagor will not, without the consent in writing of both the Mortgagees, charge, assign, pledge, mortgage or otherwise encumber any of its property, real or personal, tangible or intangible, wheresoever located, which at the time is, or at any time may become, subject to the lien of this Mortgage, except that, in the event that the Mortgagor shall have duly applied for a loan from CFC which the Government shall have in writing approved and determined to be financially feasible for the Mortgagor, and CFC shall not have approved such application on or prior to the later of (i) 30 days after receipt by CFC of said approval and determination by the Government or (ii) 60 days after the receipt of such application by CFC, then the Mortgagor may, without the consent of CFC, obtain a commitment for such loan from another lender or lenders and agree to so encumber its property by amending this Mortgage to secure equally and ratably with the notes the evidence of such loan from such other lender or lenders; provided that the Mortgagor shall, on a pro forma basis after taking into account the terms and conditions of such loan, meet each of the financial and operating standards at the time imposed by CFC for the making of a secured loan of comparable maturity to its members, and provided further that, by such amendment to this Mortgage or otherwise, such other lender or lenders shall receive substantially the same, and in no event greater, rights or powers than those granted to CFC under this Mortgage, and provided further that CFC shall have determined that such loan from such other lender or lenders and such amendment to this Mortgage comply in all respects with the provisions of this section.

SECTION 4. The Mortgagor will duly and punctually pay the principal of and interest on the notes at the dates and places and in the manner provided therein, according to the true intent and meaning thereof, and all other sums becoming due hereunder. The Mortgagor may at any time make prepayments, on account of all or part of the principal of the notes, to the extent and in the manner therein and in the Loan Agreements set forth; provided, however, that (i) any prepayment of any of the CFC Notes shall be accompanied by a simultaneous prepayment of each of the REA Notes issued in connection with such CFC Note as a result of a Contemporaneous Loan, all as hereinafter set forth and (ii) any prepayment of any of the Concurrent REA Note or Additional REA Notes shall be accompanied by a simultaneous prepayment of each of the CFC Notes issued in connection with such Concurrent REA Note or Additional REA Notes as a result of a Contemporaneous Loan, all as hereinafter set forth (at the premium, if any, prescribed in the CFC Loan Agreement). Prepayments which are required to be apportioned between CFC Notes on the one hand and the Concurrent REA Note or the Additional REA Notes on the other hand under the above proviso shall be apportioned according to the proportions which the aggregate unpaid principal amount of such CFC Notes and the aggregate unpaid principal amount of such Concurrent REA Note and Additional REA Notes, respectively, bear to the aggregate unpaid principal amount of



such CFC Notes, Concurrent REA Note and Additional REA Notes, collectively, on the date of prepayment and shall be applied to such notes and installments thereof as may be designated by the respective noteholders at the time of any such prepayment. As used in this section 4, the term "Contemporaneous Loan" shall mean a loan made pursuant to a loan agreement or agreements providing for a loan or loans secured by this Mortgage, the making of which by either lender is conditioned upon the making of a loan, therein described, by the other lender. For purposes of this section 4, the terms "Concurrent REA Note" and "Additional REA Notes" shall not be deemed to include notes which refund, renew or are in substitution for Outstanding REA Notes.

SECTION 5. The Mortgagor will at all times, so long as any of the notes shall be outstanding, take or cause to be taken all such action as from time to time may be necessary to preserve its corporate existence and to preserve and renew all franchises, rights of way, easements, permits and licenses now or hereafter to it granted or upon it conferred, and will comply with all valid laws, ordinances, regulations and requirements applicable to it or its property. The Mortgagor will not (1) without the approval in writing of the Government consolidate with or merge into any other corporation or permit any other corporation to merge into the Mortgagor or acquire all or substantially all of the business or assets of another corporation if such acquisition is analogous in purpose or effect to a merger or consolidation, or so consolidate or merge or permit any such merger or so acquire any such business or assets without the approval in writing of CFC unless the corporation surviving such transaction shall have assumed the obligations of the Mortgagor under the notes, the Loan Agreements and hereunder pursuant to an assumption agreement satisfactory as to compliance with the conditions of this section to both of the Mortgagees and unless the Mortgagor and such other corporation, on a pro forma combined basis, have (1) a Times Interest Earned Ratio (as hereinafter defined and herein called "TIER") of not less than 1.5 and (ii) a ratio of total pro forma combined Equity to total pro forma combined assets and debits at least equal to the lesser of (a) two to five or (b) the ratio of the total Equity of the Mortgagor immediately prior to said transaction to its total assets and debits immediately prior thereto (Equity to be computed in accordance with the provisions of section 16 of this article II), or (2) without the approval in writing of both of the Mortgagees, sell, lease or transfer (or make any agreement therefor) any capital asset, unless the fair market value of such asset is less than \$25,000 and the aggregate value of assets so sold, leased or transferred in any 12-month period is less than \$100,000 and the proceeds of such sale, lease or transfer, less ordinary and reasonable expenses incident to such transaction, are immediately (i) applied as a prepayment of the notes, pro rata according to the aggregate unpaid principal amount of the notes, to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment, (ii) in the case of dispositions of equipment, materials or scrap, applied to the purchase of other property useful in the Mortgagor's business, not necessarily of the same kind as the property disposed of, which shall forthwith become subject to the lien of this Mortgage or (iii) set aside as a deposit in the construction fund contemplated by Account Number 132.1 of the Uniform System of Accounts prescribed by REA for its Electric Borrowers (hereinafter, as in effect on the date hereof, called the "Uniform System of Accounts").

For purposes of this Mortgage, TIER shall mean the average of the two largest ratios with respect to each of the three calendar years last preceding the effective date of the merger, consolidation, acquisition or other transaction in question, determined as follows: for each such year: add Patronage Capital and Margins (as computed for purposes of Line A.22 on REA Form 7, rev. 10-65 and rev. 10-69 or Line A.23 on REA Form 7, rev. 12-70 and, if applicable, Line A.24 on such Form 7, rev. 12-70) of the Mortgagor and the other party to such transaction, on a consolidated basis, to Interest Expense (an amount as computed for purposes of Line A.14 of REA Form 7 minus an amount so computed for purposes of Line A.15 of REA Form 7, rev. 10-65, rev. 10-69 and rev. 12-70) of the Mortgagor and such other party, on a consolidated basis, and divide the total so obtained by Interest Expense (as so computed) of the Mortgagor and such other party on a consolidated basis.

SECTION 6. (a) The Mortgagor will at all times maintain and preserve the Mortgaged Property and each and every part and parcel thereof in good repair, working order and condition and in compliance with all applicable laws, regulations and orders, and will from time to time make all needful and proper repairs, renewals, and replacements and useful and proper alterations, additions, betterments and improvements, and will, subject to contingencies beyond its reasonable control, at all times keep its plant and properties in continuous operation and use all reasonable diligence to furnish the consumers served by it through the Mortgaged Property, or any part thereof, with an adequate supply of electric energy and other services furnished by the Mortgagor.

(b) The Mortgagor will cause the sum (the "Sum") of the amount used during each period of three consecutive calendar years during the term of this Mortgage for maintenance, renewals and replacements of the Mortgaged Property and any available Maintenance Credit (as hereinbelow defined), to be at least equal to 10% of the result (the "Result") obtained by subtracting the Power Cost (as hereinbelow defined) of the Mortgagor for such three-year period from the Gross Operating Revenues (as hereinbelow defined) of the Mortgagor for such three-year period; or, if in any three calendar year period, the Sum does not equal 10% of the Result, apply the amount of the deficiency as hereinafter provided.

The term "Maintenance Credit" shall mean the sum of (1) the excess of the amount used in each period of three consecutive calendar years for maintenance, renewals and replacements over 10% of the Result during such three-year period and (2) the amount of such excesses from prior years, less amounts thereof previously utilized as permitted by this section.

The term "Maintenance Deficit" shall mean the amount by which 10% of the Result in each period of three consecutive calendar years exceeds the sum of (1) the amount applied during such three-year period for maintenance, renewals and replacements and (2) the amount of any available Maintenance Credit.

The amount used for maintenance in each year shall be the amount shown by the Mortgagor for such year under Account Number 402 of the Uniform System of Accounts, and the amounts used for renewals and replacements shall be based upon improvements and replacements of Utility Plant associated with retirements thereof, less net salvage value.

The term "Power Cost" shall mean the amount which would be shown as "COST OF PURCHASED POWER" on line 39 of REA Bulletin 1-1, as now in effect, with respect to the calendar year.

The term "Gross Operating Revenues" shall mean the amount which would be shown as "TOTAL OPERATING REVENUE" on line 78 of REA Bulletin 1-1, as now in effect, with respect to the calendar year.

In furtherance of the covenant contained in this subsection (b), the Mortgagor will, within five months after the close of the third complete calendar year after the year in which this Mortgage is being executed, and within five months after the end of each three-year period following said third calendar year, furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail:

(1) The amount of Gross Operating Revenues derived by the Mortgagor from the Mortgaged Property during the three preceding calendar years and the Mortgagor's Power Cost for such three-year period;

(2) The amounts used during such three preceding calendar years for maintenance, renewals and replacements of the Mortgaged Property;

(3) Any Maintenance Credit not theretofore utilized as permitted by this Section and the computation thereof; and

(4) The resulting Maintenance Credit or Maintenance Deficit.



In case any such Officer's Certificate shows a Maintenance Deficit, the Mortgagor shall either (i) immediately apply an amount equal to the largest integral multiple of \$1,000 which equals or is less than the amount of such Maintenance Deficit to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment), or (ii) immediately deposit the amount of such Deficit in a bank or banks satisfactory to both of the Mortgagees to be held by such bank or banks in a Restricted Maintenance Fund in trust for the benefit of the noteholders pursuant to a trust agreement satisfactory to the Mortgagees; provided, however, that, at the direction or with the approval of the Government, the Mortgagor may cause funds held in such Restricted Maintenance Fund to be applied to the making of expenditures for maintenance, renewals and replacements of the Mortgaged Property and provided, further, however, that in the event that there shall have been a balance in said Restricted Maintenance Fund at the end of each of two such consecutive reporting periods, either Mortgagee may thereafter cause the funds held therein to be applied as provided in clause (i) above.

In case any such certificate shows a Maintenance Credit, the Mortgagor may withdraw the amount of such Maintenance Credit from said Restricted Maintenance Fund to the extent that there is an accumulated balance therein, and the Mortgagees, as agents of the noteholders, shall in such case cause such withdrawal to be permitted.

The amount of any Maintenance Credit not utilized to reduce a Maintenance Deficit or so withdrawn from the Restricted Maintenance Fund shall be available until utilized for such purposes.

The Mortgagor agrees that it will, within five months after the close of each calendar year during the term of this Mortgage (other than during years in which an Officer's Certificate is required to be furnished pursuant to the seventh paragraph of this subsection (b)), furnish to the Mortgagees an Officer's Certificate, setting forth separately and in reasonable detail the amounts described in clauses (1) and (2) of said paragraph for the preceding calendar year.

SECTION 7. Except as specifically authorized in writing in advance by the Government and CFC, the Mortgagor will purchase all materials, equipment and replacements to be incorporated in or used in connection with the Mortgaged Property outright, and not subject to any conditional sales agreement, chattel mortgage, bailment lease, or other agreement reserving to the seller any right, title or lien. The Mortgagor will not, without the approval in writing of both the Mortgagees, become or be obligated under Long-Term Leases for the rental from others of Restricted Property if the aggregate amount of rentals thereunder accrued or which may accrue during any period of 12 calendar months shall exceed 2% of the Equity of the Mortgagor at the time any determination of such rental obligations is made hereunder. As used herein, the term "Equity" shall have the meaning assigned to it in section 16 of this article II. "Long-Term Leases" shall mean leases having unexpired terms (taking into account terms of renewal at the option of the lessor, whether or not such leases have theretofore been renewed) of more than 12 months; and "Restricted Property" shall mean all properties other than automobiles, trucks, trailers, tractors, other vehicles (including without limitation aircraft and ships), office, garage and warehouse space and office equipment.

SECTION 8. (a) The Mortgagor will take out, as the respective risks are incurred, and maintain the following classes and amounts of insurance: (1) fidelity bonds covering each officer and employee of the Mortgagor in not less than the following amounts, based on the estimated annual gross revenues of the Mortgaged Property:

Annual Gross Revenue			Amount of Coverage
Less than		\$200,000	\$ 10,000
\$200,001	to	400,000	20,000
400,001	to	600,000	40,000
600,001	to	800,000	60,000
800,001	to	1,000,000	80,000
	over	1,000,000	100,000

and each collection agent of the Mortgagor shall be included in such fidelity bonds for not less than \$2,500, or 10 percent of the highest amount collected annually by

any one collection agent, whichever is greater; (2) workmen's compensation insurance covering all employees of the Mortgagor, in such amounts as may be required by law, or if the Mortgagor or any of its employees are not subject to the workmen's compensation laws of the State or States in which the Mortgagor conducts its operations, then its workmen's compensation policy shall provide voluntary compensation coverage to the same extent as though the Mortgagor and such employees were subject to such laws; and including occupational disease liability coverage, and "additional medical" coverage of not less than \$10,000 in States where full medical coverage is not required by law; (3) public liability and property damage liability insurance, covering ownership liability, and all operations of the Mortgagor, with limits for bodily injury or death of not less than \$100,000 for one person and \$300,000 for each accident, and with limits for property damage of not less than \$50,000 for each accident and \$100,000 aggregate for the policy period; (4) liability insurance on all motor vehicles, trailers, semitrailers, and aircraft used in the conduct of the Mortgagor's business, whether owned, non-owned or hired by the Mortgagor, with bodily injury limits of not less than \$100,000 for one person and \$300,000 for each accident, and with property damage limits of \$25,000 for each accident; in connection with aircraft liability, also passenger bodily injury limits of \$100,000 per person and \$300,000 for each accident; (5) comprehensive, or separate fire, theft and windstorm insurance covering loss of or damage to all owned motor vehicles, trailers, and aircraft of the Mortgagor, having a unit value in excess of \$1,000, in an amount not less than the actual cash value of the property insured; (6) fire and extended coverage insurance, designating the Government and CFC as mortgagees in the policy, on each building and its contents, and on any other property of the Mortgagor, other than power lines and other distribution facilities, including without limitation property situated at each storage location of materials and supplies, poles and crossarms, owned by the Mortgagor, having a value at any one location in excess of \$5,000, or in excess of one percent of the total plant value, whichever is larger, and in an amount not less than 80 percent of the current cost to replace the property new, less actual depreciation; and (7) boiler and machinery insurance, if the Mortgaged Property includes electric generating facilities, in an amount for each accident not less than the actual current cash value of the property of the Mortgagor and of other adjacent property that could be damaged thereby.

The Mortgagor will also, from time to time, increase or supplement the classes and amounts of insurance specified above to the extent requested by the Government or the holders of notes representing more than 50% of the unpaid principal amount of the notes or required to conform to the accepted practice of companies of the size and character of the Mortgagor. The Mortgagor will, upon request of either of the Mortgagees, submit to the Mortgagees a schedule of its insurance in effect on the date specified in such request and copies of any policies or contracts relating thereto.

The foregoing insurance coverage shall be obtained by means of bond and policy forms approved by regulatory authorities, including standard REA endorsements and riders used by the insurance industry to provide coverage for REA borrowers. Each policy or other contract for such insurance shall contain an agreement by the insurer that, notwithstanding any right of cancellation reserved to such insurer, such policy or contract shall continue in force for at least 10 days after written notice to the Mortgagees of cancellation.

(b) In the event of damage to or the destruction or loss of any portion of the Mortgaged Property which shall be covered by insurance, unless the Mortgagees shall otherwise agree, the Mortgagor shall replace or restore such damaged, destroyed or lost portion so that the Mortgaged Property shall be in substantially the same condition as it was in prior to such damage, destruction or loss, and shall apply the proceeds of the insurance for that purpose. The Mortgagor shall replace the loss or shall commence such restoration promptly after such damage, destruction or loss shall have occurred and shall complete such replacement or restoration as expeditiously as practicable, and shall pay or cause to be paid out of the proceeds of such insurance all costs and expenses in connection therewith so that such replacement or restoration shall be so completed that the portion of the Mortgaged Property so replaced or restored shall be free and clear of all mechanics' liens and other claims.



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Sums recovered under any fidelity bond by the Mortgagor for a loss of funds advanced under the notes or recovered by a Mortgagee for any loss under such bond shall, unless otherwise directed by the Mortgagees, be applied to the prepayment of the notes, pro rata according to the unpaid principal amounts thereof (such prepayments to be applied to such installments thereof as may be designated by the respective noteholders at the time of any such prepayment), or to construct or acquire facilities approved by the Mortgagees, which will become part of the Mortgaged Property.

SECTION 9. In the event of the failure of the Mortgagor in any respect to comply with the covenants and conditions herein contained with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair and free of liens and other claims or to comply with any other covenant contained in this Mortgage, either Mortgagee shall have the right (without prejudice to any other rights arising by reason of such default) to advance or expend moneys for the purpose of procuring such insurance, or for the payment of insurance premiums, taxes, assessments or other charges, or to save the Mortgaged Property from sale or forfeiture for any unpaid tax or assessment, or otherwise, or to redeem the same from any tax or other sale, or to purchase any tax title thereon, or to remove or purchase any mechanic's liens or other encumbrance thereon, or to make repairs thereon or to comply with any other covenant herein contained or to prosecute or defend any suit in relation to the Mortgaged Property or in any manner to protect the Mortgaged Property and the title thereto, and all sums so advanced for any of the aforesaid purposes with interest thereon at the highest legal rate but not in excess of ten per centum (10%) per annum shall be deemed a charge upon the Mortgaged Property in the same manner as the notes at the time outstanding are secured and shall be forthwith paid to the Mortgagee making such advance or advances upon demand. It shall not be obligatory for any Mortgagee in making any such advances or expenditures to inquire into the validity of any such tax title, or of any of such taxes or assessments or sales therefor, or of any such mechanics' liens or other encumbrance. A Mortgagee acting hereunder shall not be liable to the Mortgagor, the other Mortgagee or any noteholder except for losses resulting from gross negligence or wilful misfeasance.

SECTION 10. The Mortgagor will not (a) without the approval in writing of both of the Mortgagees, construct, make, lease, purchase or otherwise acquire any extensions or additions to its system which relate to serving any consumer having an anticipated or contract demand in excess of 1,000 kilowatts or make any capital expenditures other than such extensions and additions in excess of \$25,000 for any transaction or in excess of \$100,000 in the aggregate during any 12-month period, or enter into any contract or contracts in respect thereof, except such extensions, additions or other capital expenditures as may be financed with loans evidenced by Additional Notes hereunder; (b) without the approval in writing of the Government, construct, make, lease, purchase or otherwise acquire any other extensions or additions to its system; (c) without the approval in writing of both of the Mortgagees, enter into any contract or contracts for the sale for resale (except to parties then indebted to the Government under the Act), or for the sale to the ultimate consumer, of electric power and energy in excess of 1,000 kilowatts; (d) without the approval in writing of both of the Mortgagees, enter into any contract or contracts for the operation or maintenance of all or any substantial part of its property, or for the use by others of all or a substantial part of its property; (e) without the approval in writing of the holders of notes representing more than 50% of the unpaid principal amount of the notes, enter into or amend any contract or contracts for the purchase of electric power or energy; (f) without the approval in writing of both of the Mortgagees, incur any expenses for legal, engineering, supervisory, accounting or other similar services, except such reasonable expenses as are incurred in the routine course of business; or (g) without the approval in writing of both of the Mortgagees, deposit any of its funds, regardless of the source thereof, in any bank or other depository which is not a member of the Federal Deposit Insurance Corporation, or the successor thereof, or of a Federal Reserve Bank.

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SECTION 11. The Mortgagor will not pay its directors, as such, any salaries for their services, except such as shall have been approved by the Government, provided that nothing herein contained shall preclude any director from serving the Mortgagor in any other capacity and receiving compensation therefor. Salaries and wages paid officers and employees shall be reasonable and in conformity with the usual practice of corporations of the size and nature of the Mortgagor.

SECTION 12. The Mortgagor will at all times keep, and safely preserve, proper books, records and accounts in which full and true entries will be made of all of the dealings, business and affairs of the Mortgagor, in accordance with the methods and principles of accounting prescribed in the Uniform System of Accounts. The Mortgagor will prepare and furnish each of the Mortgagees not later than the 15th day of each month, or at less frequent intervals when specified by such Mortgagee, financial and statistical reports on its condition and operations. Such reports shall be in such form and include such information as may be specified by such Mortgagee, including without limitation an analysis of the Mortgagor's revenues, expenses and consumer accounts. The Mortgagor will cause to be prepared and furnished to each of the Mortgagees, at least once during each 12-month period during the term hereof, a full and complete report of its financial condition as of a date (hereinafter called the "Fiscal Date") not more than 90 days prior to the date such report is furnished to the Mortgagees hereunder, and of its operations for the 12-month period ended on the Fiscal Date, in form and substance satisfactory to both of the Mortgagees, audited and certified by independent certified public accountants satisfactory to both of the Mortgagees and accompanied by a report of such audit in form and substance satisfactory to both of the Mortgagees. Either Mortgagee, through its representatives, shall at all times during reasonable business hours have access to, and the right to inspect and make copies of, any or all books, records and accounts, and any or all invoices, contracts, leases, payrolls, canceled checks, statements and other documents and papers of every kind belonging to or in the possession of the Mortgagor or in anywise pertaining to its property or business.

SECTION 13(a). The Mortgagor will from time to time upon written demand of the Government or CFC make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all such further and supplemental indentures of mortgage, deeds of trust, mortgages, financing statements, continuation statements, security agreements, instruments and conveyances as may reasonably be requested by the Government or CFC, and take or cause to be taken all such further action as may reasonably be requested by the Government or CFC to effectuate the intention of these presents and to provide for the securing and payment of the principal of and interest on the notes equally and ratably according to the terms thereof and for the purpose of fully conveying, transferring and confirming unto the Mortgagees the property hereby conveyed, mortgaged and pledged, or intended so to be, whether now owned by the Mortgagor or hereafter acquired by it and to reflect the assignment of the rights or interests of either of the Mortgagees or of any noteholder hereunder or under any note. The Mortgagor will cause this Mortgage and any and all supplemental indentures of mortgage, mortgages and deeds of trust and every security agreement, financing statement, continuation statement and every additional instrument which shall be executed pursuant to the foregoing provisions forthwith upon execution to be recorded and filed and rerecorded and refilled as conveyances and mortgages and deeds of trust of and security interests in real and personal property in such manner and in such places as may be required by law or reasonably requested by either Mortgagee in order fully to preserve the security for the notes and to perfect and maintain the superior lien of this Mortgage and all supplemental indentures of mortgage, mortgages and deeds of trust and the rights and remedies of the Mortgagees and the noteholders.

(b) In the event that the Mortgagor has had or suffers a deficit in net income, as determined in accordance with methods of accounting prescribed in section 12 of article II hereof, for any of the five fiscal years immediately preceding the date hereof or for any fiscal year while any of the notes are outstanding, the Mortgagor will at any time or times upon written demand of the Government or CFC make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered all



such further and supplemental indentures of mortgage, mortgages, security agreements, financing statements, instruments and conveyances, and take or cause to be taken all such further action, as may reasonably be requested by either Mortgagee in order to include in this Mortgage, as Mortgaged Property, and to subject to all the terms and conditions of this Mortgage, all right, title and interest of the Mortgagor in and to, all and singular, the automobiles, trucks, trailers, tractors, aircraft, ships and other vehicles then owned by the Mortgagor, or which may thereafter be owned or acquired by the Mortgagor. From and after the time of such written demand of the Government or CFC, such vehicles shall be deemed to be part of the Mortgaged Property for all purposes hereof.

SECTION 14. Any noteholder may, at any time or times in succession without notice to or the consent of the Mortgagor or any other noteholder and upon such terms as such noteholder may prescribe, grant to any person, firm or corporation who shall have become obligated to pay all or any part of the principal of or interest on any note held by or indebtedness owed to such noteholder or who may be affected by the lien hereby created, an extension of the time for the payment of such principal or interest, and after any such extension the Mortgagor will remain liable for the payment of such note or indebtedness to the same extent as though it had at the time of such extension consented thereto in writing.

SECTION 15. The Mortgagor, subject to applicable laws and rules and orders of regulatory bodies, will design its rates for electric energy and other services furnished by it with a view to paying and discharging all taxes, maintenance expenses, cost of electric energy and other operating expenses of its electric transmission and distribution system and electric generating facilities, if any, and also to making all payments in respect of principal of and interest on the notes when and as the same shall become due, to providing and maintaining reasonable working capital for the Mortgagor and to maintaining a TIER of not less than 1.5; for purposes of this section 15, TIER of the Mortgagor shall be determined in accordance with the principles set forth in section 5 of this article II, except that Patronage Capital and Margins shall be determined as if the rates proposed by the Mortgagor had been in effect for each of the 3 calendar years referred to in said section 5. The Mortgagor shall give 90 days prior written notice to each of the Mortgagees of any proposed change in its general rate structure.

SECTION 16. The Mortgagor will not, in any one year, without the approval in writing of both of the Mortgagees, declare or pay any dividends, or pay or determine to pay any patronage refunds, or retire any patronage capital or make any other cash distributions (such dividends, refunds, retirements and other distributions being hereinafter collectively called "distributions"), to its members, stockholders or consumers if after giving effect to any such distribution the total Equity of the Mortgagor will not equal or exceed 40% of its total assets and other debits; provided, however, that in any event the Mortgagor may make distributions to estates of deceased patrons to the extent required or permitted by its articles of incorporation and bylaws, and, if such distributions to such estates do not exceed 25% of the patronage capital and margins received by the Mortgagor in the next preceding year, make such additional distributions in any year as will not cause the total distributions in such year to exceed 25% of the patronage capital and margins received in such next preceding year, and provided, further, however, that in no event will the Mortgagor make any distributions if there is unpaid when due any installment of principal of or interest on the notes, if the Mortgagor is otherwise in default hereunder or if, after giving effect to any such distribution, the Mortgagor's total current and accrued assets would be less than its total current and accrued liabilities.

For the purpose of this section, a "cash distribution" shall be deemed to include any general cancellation or abatement of charges for electric energy or services furnished by the Mortgagor, but not the repayment of a membership fee of not in excess of \$25 upon termination of a membership. As used or applied in this Mortgage (1) "Equity" shall mean the aggregate of Equities and Margins (as such terms are defined in the Uniform System of Accounts) and Subordinated Indebtedness; and (2) "Subordinated Indebtedness" shall mean unsecured indebtedness of the Mortgagor payment of which shall be subordinated to the prior payment of the notes by subordination agreement in form and substance satisfactory to the Government and CFC.

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SECTION 17. In the event that the Mortgaged Property, or any part thereof, shall be taken under the power of eminent domain, all proceeds and avails therefrom, except to the extent that both of the Mortgagees shall consent to other use and application thereof by the Mortgagor, shall forthwith be applied by the Mortgagor: first, to the ratable payment of any indebtedness by this Mortgage secured other than principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes, to such installments thereof as may be designated by the respective noteholders at the time of any such payment, and, fourth, the balance shall be paid to whosoever shall be entitled thereto; provided, however, that any noteholder may cause funds to which it may be entitled under clause third hereof to be applied by the Mortgagor to the making of a deposit in the construction fund contemplated by Account 132.1 of the Uniform System of Accounts instead of causing such funds being applied to the prepayment of any note held by such noteholder.

SECTION 18. The Mortgagor will not at any time employ, or enter into any contract for the employment of, any general manager of the Mortgagor's system or any person exercising comparable authority to such a manager, unless such employment or such contract shall first have been approved by the Government. If, during such periods as the Mortgagor shall be in default in the making of payment or payments of principal of or interest on one or more of the notes or otherwise be in default hereunder, the Government shall at any time give notice to the Mortgagor that in its opinion such system is not being efficiently operated and shall request the termination of the employment of any such manager or person exercising comparable authority, or shall request the termination of any operating contract in respect of any such system, the Mortgagor will terminate such employment or operating contract within thirty (30) days after the date of such notice. All contracts in respect of the employment of any such manager or person exercising comparable authority, or for the operation of any such system, shall contain provisions to permit compliance with the foregoing covenants.

SECTION 19. The Mortgagor will well and truly observe and perform all of the covenants, agreements, terms and conditions contained in the Loan Agreements, as from time to time amended, on its part to be observed or performed. The Mortgagor will promptly furnish each Mortgagee with written notice of any amendment or modification of any Loan Agreement with the other Mortgagee and of the occurrence of any event of default under any such Loan Agreement. For purposes of this Mortgage, in the event of any inconsistency between the terms of this Mortgage and the terms of either Loan Agreement, the terms of this Mortgage shall govern.

SECTION 20. The Mortgagor will promptly notify the Mortgagees in writing of any change in location of its chief place of business or the office where its records concerning accounts and contract rights are kept.

SECTION 21. The Mortgagor will obtain all such rights of way, easements from landowners and releases from lienors as shall be necessary or advisable in the conduct of its business, and, if requested by either Mortgagee, deliver to such Mortgagee evidence satisfactory to such Mortgagee of the obtaining of such rights of way, easements or releases.

SECTION 22. The Mortgagor will not, without the written approval of both of the Mortgagees, hereafter make any loan or advance to, or make any investment in, or purchase or make any commitment to purchase any stock, bonds, notes or other securities of, or guaranty, assume or otherwise become obligated or liable with respect to the obligations of, any person, firm or corporation, except (i) securities or deposits issued, guaranteed or fully insured as to payment by the United States Government or any agency thereof, (ii) Capital Term Certificates or other securities of CFC, (iii) capital credits resulting from the payment for power and energy purchased and actually received from a generating and transmission cooperative of which the Mortgagor is a member, (iv) loans, deposits, advances, investments, securities



and obligations which the Mortgagor has, prior to the date hereof, committed itself to make, purchase or undertake, as the case may be, and as to which the Mortgagor has given the Mortgagees notice in writing prior to the date hereof, and (v) such other loans, deposits, advances, investments and obligations as may from time to time be made, purchased or undertaken by the Mortgagor; provided, however, that the aggregate cost of investments, plus the total unpaid principal amount of loans, deposits, advances and obligations, permitted under this clause (v) shall not at any time exceed 3% of the total utility plant (as such term is defined in the Uniform System of Accounts) of the Mortgagor.

SECTION 23. If all the REA Notes have been paid and discharged while any of the CFC Notes are still outstanding, all rights and powers of the Government and the holders of the REA Notes under this Mortgage shall immediately vest in CFC and the holders of the CFC Notes, respectively, and, correspondingly, if all the CFC Notes have been paid and discharged while any of the REA Notes are still outstanding, all rights and powers of CFC and the holders of the CFC Notes under this Mortgage shall immediately vest in the Government and the holders of the REA Notes, respectively. CFC, the Government, the Mortgagor and the noteholders shall execute and deliver such instruments, assignments, releases or other documents as shall be reasonably required to carry out the intention of this section.

#### ARTICLE III

##### REMEDIES OF THE MORTGAGEES AND NOTEHOLDERS

SECTION 1. If one or more of the following events (hereinafter called "events of default") shall happen, that is to say:

(a) default shall be made in the payment of any installment of or on account of interest on or principal of any note or notes when and as the same shall be required to be made whether by acceleration or otherwise;

(b) any representation or warranty made by the Mortgagor herein, in the Loan Agreements or in any certificate delivered hereunder or thereunder shall prove to have been incorrect or untrue in any material respect;

(c) default shall be made in the due observance or performance of any of the covenants, conditions or agreements on the part of the Mortgagor contained in sections 3, 4, 5, 7, 10, 16 and 22 of article II hereof;

(d) default shall be made in the due observance or performance of any other of the covenants, conditions or agreements on the part of the Mortgagor, in any of the notes or in this Mortgage contained, and such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Mortgagor by any noteholder;

(e) the Mortgagor shall file a petition in bankruptcy or be adjudicated a bankrupt or insolvent, or shall make an assignment for the benefit of its creditors, or shall consent to the appointment of a receiver of itself or of its property, or shall institute proceedings for its reorganization or proceedings instituted by others for its reorganization shall not be dismissed within thirty (30) days after the institution thereof;

(f) a receiver or liquidator of the Mortgagor or of any substantial portion of its property shall be appointed and the order appointing such receiver or liquidator shall not be vacated within thirty (30) days after the entry thereof;

(g) the Mortgagor shall forfeit or otherwise be deprived of its corporate charter or franchises, permits, easements or licenses required to carry on any material portion of its business;

(h) a final judgment shall be entered against the Mortgagor and shall remain unsatisfied or without a stay in respect thereof for a period of thirty (30) days; or

(i) a violation of the terms of any subordination agreement delivered pursuant to section 16 of article II hereof shall have occurred;

then in each and every such case the Government, to the extent permitted by applicable state law on behalf of all the noteholders, may, in its discretion

(aa) without protest, presentment or demand, declare all unpaid principal of and accrued interest on the notes to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and payable shall become and be due and payable immediately, anything contained herein or in any note or notes to the contrary notwithstanding;

(bb) take immediate possession of the Mortgaged Property, collect and receive all credits, outstanding accounts and bills receivable of the Mortgagor and all rents, income, revenues and profits pertaining to or arising from the Mortgaged Property, or any part thereof, and issue binding receipts therefor; and manage, control and operate the Mortgaged Property as fully as the Mortgagor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(cc) proceed to protect and enforce the rights of the Mortgagees and the rights of the noteholder or noteholders under this Mortgage by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Mortgaged Property, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed most effectual to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit either Mortgagee shall have the right, irrespective of the adequacy of the security, to have appointed a receiver of the Mortgaged Property and of all rents, income, revenues and profits pertaining thereto or arising therefrom derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if either Mortgagee shall make application for the appointment of a receiver the Mortgagor hereby expressly consents that the court to which such application shall be made may, irrespective of the adequacy of the security, make said appointment; and

(dd) sell or cause to be sold all and singular the Mortgaged Property or any part thereof, and all right, title, interest, claim and demand of the Mortgagor therein or thereto, at public auction or otherwise, as may be prescribed or permitted, and in the manner prescribed or permitted by applicable law.

SECTION 2. (a) Upon the expiration of 30 days after the happening of an event or events of default, any right or remedy herein or by law conferred which the Government shall not have proceeded to exercise or enforce may, to the extent permitted by applicable state law, be exercised and enforced by CFC on behalf of all the noteholders.



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(b) Notwithstanding the provisions of section 1 of this article III and subsection (a) of this section, if, in the opinion of counsel satisfactory to the Government, the Government may not lawfully act on behalf and for the benefit of the holders of the CFC Notes, CFC shall have the right, immediately upon the happening of an event or events of default and notwithstanding any action taken by the Government thereunder or otherwise, to exercise and enforce any right or remedy herein or by law conferred. Furthermore, notwithstanding said provisions, at any time after the happening of an event of default under section 1(a) of this article III with respect to any note the holder of such note may declare all unpaid principal of and interest on such note to be due and payable immediately; and upon any such declaration all such unpaid principal and accrued interest so declared to be due and payable shall become and be due and payable immediately, anything contained herein or in such note to the contrary notwithstanding. Nothing in this Mortgage contained shall affect or impair the right, which is absolute and unconditional, of any holder of any note which may be secured hereby to enforce the payment of the principal of or interest on such note on the date or dates any such interest or principal shall become due and payable in accordance with the terms of such note.

SECTION 3. The Mortgagor covenants that it will give immediate written notice to both of the Mortgagees and to all of the noteholders of the occurrence of an event of default or in the event that any right or remedy described in clauses (aa) through (dd) of section 1 of this article III is exercised or enforced, or any action is taken to exercise or enforce any such right or remedy. Each Mortgagee covenants that it will give immediate written notice to the other Mortgagee of the occurrence of any event of default of which it has knowledge or in the event that such Mortgagee exercises or enforces any right or remedy described in said clauses (aa) through (dd), or takes any action to exercise or enforce any such right or remedy.

SECTION 4. At any sale hereunder any noteholder or noteholders shall have the right to bid for and purchase the Mortgaged Property, or such part thereof as shall be offered for sale.

SECTION 5. Any proceeds of funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies and any other sums received by the Mortgagees, the disposition of which is not otherwise herein specifically provided for, shall be applied first, to the payment of indebtedness hereby secured other than the principal of or interest on the notes; second, to the ratable payment of interest which shall have accrued on the notes and which shall be unpaid; third, to the ratable payment of or on account of the unpaid principal of the notes; and the balance, if any, shall be paid to whosoever shall be entitled thereto. Any proceeds or funds collected by the Government under this Mortgage for the account or benefit of, or which are distributable or attributable to, CFC or any holder of a CFC Note are not payments of principal of or interest on the REA Notes as contemplated by 7 United States Code Annotated § 903(f) and shall be held by the Government in trust for the benefit of CFC or such holder, as the case may be, and in no event shall be deemed to be moneys received for the use of the United States of America as contemplated by 31 United States Code Annotated § 484 or 31 United States Code Annotated § 495.

SECTION 6. Every right or remedy herein conferred upon or reserved to the Mortgagees or to the noteholders shall be cumulative and shall be in addition to every other right and remedy given hereunder or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy hereunder shall not be deemed to be an election and shall not preclude the pursuit of any other right or remedy.

SECTION 7. The Mortgagor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Mortgaged Property may be situated and the Mortgagor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

SECTION 8. If at any time after an event of default and prior to the institution of foreclosure proceedings, all payments in respect of principal and interest which shall have become due and payable by the terms of the notes shall be paid to the respective noteholders, and all other defaults hereunder and under the notes shall have been cured, together with reimbursement for any resulting expense or damage, to the satisfaction of all the noteholders, together with interest at the highest legal rate but not in excess of ten per centum (10%) per annum, then and in every such case, the Mortgagee or Mortgagees who shall have instituted any of the foregoing remedies may, by written notice to the Mortgagor, waive such default or defaults, but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

SECTION 9. For purposes of this article III, to the extent permitted by applicable state law, each noteholder appoints the Mortgagee or Mortgagees exercising any remedy as above provided as its attorney(s)-in-fact for such purpose.

SECTION 10. Nothing herein contained shall be deemed to authorize the Mortgagees to authorize or consent to or accept or adopt on behalf of any noteholder any plan of reorganization, arrangement, adjustment or composition affecting the notes or the rights of any holder thereof, or to authorize the Mortgagees to vote in respect of the claim of any noteholder in any such proceeding.

SECTION 11. Any rights of action and claims under this Mortgage or the notes may be prosecuted and enforced by the Mortgagee or Mortgagees prosecuting and enforcing the same without the possession of any of the notes or the production thereof in any proceeding relating thereto, and, to the extent permitted by applicable state law, any such proceeding instituted by either Mortgagee shall be brought in its own name as attorney-in-fact for the noteholders, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Mortgagees, their agents and counsel, be for the ratable benefit of the noteholders in respect of which such judgment has been recovered.

#### ARTICLE IV

##### POSSESSION UNTIL DEFAULT-DEFEASANCE CLAUSE

SECTION 1. Until some one or more of the events of default shall have happened, the Mortgagor shall be suffered and permitted to retain actual possession of the Mortgaged Property, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products and profits thereof or therefrom, subject to the provisions of this Mortgage.



SECTION 2. If the Mortgagor shall well and truly pay or cause to be paid the whole amount of the principal of and interest on the notes at the times and in the manner therein provided, according to the true intent and meaning thereof, and shall also pay or cause to be paid all other sums payable under the Loan Agreements and hereunder by the Mortgagor and shall well and truly keep and perform, according to the true intent and meaning of this Mortgage, all covenants herein required to be kept and performed by it, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged shall revert to the Mortgagor and the estate, right, title and interest of the Mortgagees and the noteholders shall thereupon cease, determine and become void and the Mortgagees and the noteholders, in such case, on written demand of the Mortgagor but at the Mortgagor's cost and expense, shall enter satisfaction of this Mortgage upon the record. In any event, each noteholder, upon payment in full to him by the Mortgagor of all principal of and interest on any note held by him and the payment and discharge by the Mortgagor of all charges due to such noteholder hereunder, shall execute and deliver to the Mortgagor such instrument of satisfaction, discharge or release as shall be required by law in the circumstances.

## ARTICLE V

## MISCELLANEOUS

SECTION 1. It is hereby declared to be the intention of each of the parties hereto that all electric transmission and distribution lines, or systems, embraced in the Mortgaged Property, including, without limitation, all rights of way and easements granted or given to the Mortgagor or obtained by it to use real property in connection with the construction, operation or maintenance of such lines, or systems, and all service and connecting lines, poles, posts, cross arms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes and fixtures forming part of, or used in connection with, such lines, or systems, and all other property physically attached to any of the foregoing-described property, shall be deemed to be real property.

SECTION 2. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Mortgagor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Mortgagees shall pass to and inure to the benefit of the successors and assigns of the Mortgagees and shall be deemed to be granted or conferred for the ratable benefit and security of all who shall from time to time be the holders of notes executed and delivered as herein provided. The Mortgagor and each of the Mortgagees hereby agree to execute and deliver such consents, acknowledgments and other instruments as may be reasonably requested by either of the Mortgagees or any noteholder in connection with any assignment of the rights or interests of either Mortgagee or any noteholder hereunder or under the notes. Notwithstanding the foregoing, no sale, assignment or transfer of any CFC Note, and no assignment of any right or power of CFC hereunder, shall be effective as against the Government or the Mortgagor, unless such sale, assignment or transfer shall have been previously approved in writing by the Government, it being understood that no such approval shall be required for or in connection with any assignment, transfer, mortgage, hypothecation or pledge (hereinafter called a "security interest") by CFC of any CFC Note or any right or power of CFC or the holder of any CFC Note hereunder in connection with a borrowing by CFC, which security interest provides that the rights and powers of CFC and the holders of CFC Notes under the CFC Notes and this Mortgage shall be exercised by the holders thereof or CFC unless and until a default by CFC exists under the terms governing such security interest and that the restrictions herein contained shall not apply to any sale, assignment, transfer or other disposition pursuant to the terms governing such security interest and shall not apply to any such disposition by any person other than CFC.

SECTION 3. The descriptive headings of the various articles of this Mortgage were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

SECTION 4. All demands, notices, reports, approvals, designations, or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given if mailed by registered mail addressed to the proper party or parties at the following addresses:

As to the Mortgagor: as stated in the testimonium clause hereof.

As to the Mortgagees: CFC: National Rural Utilities Cooperative  
Finance Corporation  
Suite 310  
300 7th Street, S. W.  
Washington, D. C. 20024

The Government:  
Rural Electrification Administration  
Washington, D. C. 20250

and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagees. The Mortgagor or the Mortgagees may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

SECTION 5. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Mortgage shall not affect the remaining portions hereof, nor shall any such invalidity as to one Mortgagee or as to any holder of notes hereunder affect the rights hereunder of the other Mortgagee or any other holder of notes.

SECTION 6. The following terms used in this Mortgage have the meanings assigned to them in the following respective provisions hereof:

<u>Term</u>	<u>Provision</u>
Mortgagor	First paragraph hereof
Government	First paragraph hereof
REA	First paragraph hereof
CFC	First paragraph hereof
Mortgagees	First paragraph hereof
Act	First paragraph hereof
Instruments Recital	First recital
Prior REA Loan Agreement	First recital
Outstanding REA Notes	First recital
REA Mortgage	First recital
this Mortgage	Second recital
REA Loan Agreement	Witnesseth clause
Concurrent REA Note	Sixth recital
Existing Electric Facilities	Sixth recital
Property Schedule	Seventh recital
Additional REA Notes	Seventh recital
REA Notes	Eighth recital
CFC Loan Agreement	Eighth recital
Loan Agreements	Ninth recital
CFC Note	Ninth recital



<u>Term</u>	<u>Provision</u>
Additional CFC Notes	Eleventh recital
Additional Notes	Eleventh recital
CFC Notes	Eleventh recital
notes	Eleventh recital
Uniform Commercial Code	Thirteenth recital
Mortgaged Property	Granting clause
notcholders	First paragraph, article II
Contemporaneous Loan	Section 4, article II
TIER	Section 5, article II
Uniform System of Accounts	Section 5, article II
Sum	Section 6, article II
Result	Section 6, article II
Maintenance Credit	Section 6, article II
Maintenance Deficit	Section 6, article II
Power Cost	Section 6, article II
Gross Operating Revenues	Section 6, article II
Restricted Maintenance Fund	Section 6, article II
Long-Term Leases	Section 6, article II
Restricted Property	Section 6, article II
Fiscal Date	Section 7, article II
Distributions	Section 7, article II
cash distribution	Section 12, article II
Equity	Section 16, article II
Subordinated Indebtedness	Section 16, article II
events of default	Section 16, article II
security interest	Section 16, article II
	Section 1, article III
	Section 2, article V

Accounting terms not referred to above are used in this Mortgage in accordance with the meanings given them in the Uniform System of Accounts or, failing provision therefor in said System, the meanings given them by generally accepted accounting practices. Any reference herein to "directors" or "board of directors" shall be deemed to mean "trustees" or "board of trustees", as the case may be.

SECTION 7. To the extent that any of the property described or referred to in this Mortgage is governed by the provisions of the Uniform Commercial Code this Mortgage is hereby deemed a "security agreement" under the Uniform Commercial Code, and a "financing statement" under the Uniform Commercial Code for said security agreement. The mailing addresses of the Mortgagor as debtor, and of the Mortgagees as secured parties, are as set forth in section 4 of this article V.

SECTION 8. The Mortgagor agrees to indemnify and save harmless each of the Mortgagees against any liability or damages which either of them may incur or sustain in the exercise and performance of their powers and duties hereunder. For such reimbursement and indemnity, the Mortgagees shall be secured under this Mortgage in the same manner as the notes and all such reimbursements for expense or damage shall be paid to the Mortgagees incurring or suffering the same with interest at the rate specified in section 9 of article II hereof.

SECTION 9. This Mortgage may be simultaneously executed in any number of

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and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagees. The Mortgagor or the Mortgagees may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

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Maintenance Credit	Section 6, article II
Maintenance Deficit	Section 6, article II
Power Cost	Section 6, article II
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Restricted Maintenance Fund	Section 6, article II
Long-Term Leases	Section 6, article II
Restricted Property	Section 7, article II
Fiscal Date	Section 7, article II
Distributions	Section 12, article II
cash distribution	Section 16, article II
Equity	Section 16, article II
Subordinated Indebtedness	Section 16, article II
events of default	Section 16, article II
security interest	Section 1, article III
	Section 2, article V

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SECTION 9. This Mortgage may be simultaneously executed in any number of

counterparts, and all said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MIDSTATE ELECTRIC COOPERATIVE, INC., P. O. Box 127,  
La Pine, Oregon 97739,

as Mortgagor, has caused this Supplemental Mortgage and Security Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplemental Mortgage and Security Agreement to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee, has caused this Supplemental Mortgage and Security Agreement to be duly executed in its behalf, all as of the day and year first above written.

MIDSTATE ELECTRIC COOPERATIVE, INC.

(Seal)

Attest:

Secretary

by

President

Executed by the Mortgagor  
in the presence of:

Nina Hutchens  
Clara Darnell  
Witnesses

NATIONAL RURAL UTILITIES COOPERATIVE  
FINANCE CORPORATION

by

Governor

(Seal)

Attest:

Assistant Secretary

Executed by National Rural Utilities  
Cooperative Finance Corporation,  
Mortgagee, in the presence of:

Linda Dean  
Mary Ellen Goin  
Witnesses

UNITED STATES OF AMERICA

by

Administrator  
of

Rural Electrification Administration

Executed by United States of America,  
Mortgagee, in the presence of:

Mary J. Hessler  
Norothy Benton  
Witnesses



STATE OF OREGON }  
COUNTY OF Deschutes) SS

On this 9th day of August, 1972, before me a Notary Public for the State of Oregon the undersigned officers, personally appeared C. W. Reeve and Lawrence Iverson who being duly sworn, did respectively, say that they are the president and secretary, respectively, of MIDSTATE ELECTRIC COOPERATIVE, INC. a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by them in behalf of said corporation by authority of its board of directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

(Notarial Seal)

*Joseph Larkin*  
Notary Public

My commission expires 5/1/76

UNITED STATES OF AMERICA )  
DISTRICT OF COLUMBIA ) SS

On this 12 day of July, 1972, before me *Bernard Krug*, the undersigned officer, personally appeared David A. Hamil Administrator of the Rural Electrification Administration, an agency of United States of America, and acknowledged that pursuant to delegation of authority duly given and evidenced by law and presently in effect, he executed the foregoing instrument for the purposes therein contained as his voluntary act and deed, by signing the name of United States of America by himself as said Administrator of the Rural Electrification Administration.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(Notarial Seal)

*Bernard Krug*  
Notary Public

My commission expires 7/31/73

UNITED STATES OF AMERICA )  
DISTRICT OF COLUMBIA ) SS

On this 21st day of July, 1972, before me a notary public George G. O'Donnell, the undersigned officer, personally appeared J. K. Smith and J. K. Smith who being duly sworn, did say that he is the Governor of the National Rural Utilities Cooperative Finance Corporation, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed by him in behalf of said corporation by authority of its board of directors; and he acknowledged said instrument to be its voluntary act and deed. Before me:

(Notarial Seal)

*George G. O'Donnell*  
Notary Public

My commission expires 9/1/74

Return

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KIAMATH COUNTY TITLE CO

this 14th day of AUGUST A. D., 1972, at 3:26 o'clock PM., and duly recorded in Vol. M 72, of MORTGAGES on Page 9038

FEE \$30.00

WM. D. MILNE, County Clerk

By *W. D. Milne*