

13308

PLEASE RETURN TO:



1581 Mission Street • S. F., CA 94103

Vol. m90 Page 6468

SOUTHERN PACIFIC TRANSPORTATION COMPANY

TO

BANKERS TRUST COMPANY,  
Trustee.

TENTH SUPPLEMENTAL INDENTURE

Dated as of March 28, 1990

TO

SOUTHERN PACIFIC TRANSPORTATION COMPANY  
FIRST AND REFUNDING MORTGAGE

(Formerly known as the Central Pacific Railway Company  
General Mortgage)  
Dated as of August 1, 1958

First and Refunding Mortgage 11 $\frac{3}{4}$  Bonds,  
Series G, Due 1999

"Tenth Supplemental Indenture, dated as of March 28, 1990, to Southern Pacific Transportation Company First and Refunding Mortgage (formerly known as the Central Pacific Railway Company General Mortgage) dated as of August 1, 1958, recorded on Dec. 17, 1958, in Book 187, Page 46, Records of Klamath County, Oregon."

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Dated as of March 28, 1990

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\*This Table of Contents shall not for any purpose be deemed to be a part of this Indenture or of the Tenth Supplemental Indenture.

## TENTH SUPPLEMENTAL INDENTURE

THIS TENTH SUPPLEMENTAL INDENTURE dated as of March 28, 1990, by and between SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the first part, and BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, as trustee (hereinafter called the "Trustee"), party of the second part.

WHEREAS Central Pacific Railway Company, a corporate predecessor of the Company, executed and delivered to the Trustee an indenture, dated as of August 1, 1958, originally known as its "General Mortgage", which General Mortgage, as supplemented and amended by, and restated by the third of nine supplemental indentures thereto dated as of June 30, 1959, November 26, 1969, July 15, 1976, December 1, 1976, August 1, 1983, January 1, 1984, January 1, 1985, April 8, 1988 and August 30, 1989 (hereinafter each a "Supplemental Indenture" and collectively the "Supplemental Indentures") is now known as the "Southern Pacific Transportation Company First and Refunding Mortgage" (such mortgage, as supplemented, amended and restated by the Supplemental Indentures, being hereinafter called the "First and Refunding Mortgage"); and

WHEREAS, the First and Refunding Mortgage provides for the issuance in series from time to time thereunder of certain bonds (hereinafter called the "First and Refunding Mortgage Bonds") for the purposes and subject to the limitations specified in the First and Refunding Mortgage; and

WHEREAS, bonds of a series designated as "General Mortgage Bonds, Series A" have heretofore been issued under the aforesaid General Mortgage, as supplemented and amended by the first Supplemental Indenture and are now retired; and

WHEREAS, bonds of a series designated as "First and Refunding Mortgage, 8.20% Bonds, Series B, Due 2001" have heretofore been issued under the fourth Supplemental Indenture and are now outstanding and held publicly under the First and Refunding Mortgage; and

WHEREAS, bonds of a series designated as "First and Refunding Mortgage, 12-3/4% Bonds, Series C, Due 1993" have heretofore been issued under the fifth Supplemental Indenture and have been retired; and

WHEREAS, bonds of a series designated as "First and Refunding Mortgage, 13-3/8% Bonds, Series D, Due 1993" have heretofore been

issued under the sixth Supplemental Indenture and have been retired; and

WHEREAS, bonds of a series designated as "First and Refunding Mortgage, 13% Bonds, Series E, Due 1993" have heretofore been issued under the seventh Supplemental Indenture and have been retired; and

WHEREAS, bonds of a series designated as "First and Refunding Mortgage, 11% Bonds, Series F, Due 1997" have heretofore been issued under the eighth Supplemental Indenture and amended by the ninth Supplemental Indenture and are now outstanding and held privately under the First and Refunding Mortgage; and

WHEREAS, the Company desires by this Tenth Supplemental Indenture to create a new series of First and Refunding Mortgage Bonds to be issuable under the First and Refunding Mortgage, as supplemented and amended by this Tenth Supplemental Indenture, to be designated as its "First and Refunding Mortgage, 11% Bonds, Series G, Due 1999" (hereinafter called the "Series G Bonds") limited to an aggregate principal amount of twenty-seven million forty-seven thousand dollars (\$27,047,000), the further terms and provisions of which are as hereinafter and in the First and Refunding Mortgage set forth, the Series G Bonds to be used, from time to time, to secure obligations of the Company incurred in the ordinary course of business and for general purposes; and

WHEREAS, the texts of the Series G Bonds and of the Trustee's certificate of authentication to be borne by the Series G Bonds are to be substantially in the following forms, respectively:

[Form Of Series G Bond]

SOUTHERN PACIFIC TRANSPORTATION COMPANY

No. G-

\$....

-FIRST AND REFUNDING MORTGAGE 11% BOND,

SERIES G, DUE 1999

Southern Pacific Transportation Company, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), for value received, hereby promises to pay to or registered assigns, the principal amount of \$..... DOLLARS, at the office or agency of the Company in the Borough of Manhattan, The City and State of New York, on January 1, 1999, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, and to pay interest on said principal sum at the rate per annum set forth in the title of this Bond, at said office or agency, in like coin or currency,

semi-annually on July 1 and January 1 of each year, from the January 1 or July 1, as the case may be, next preceding the date to which interest on this Bond has been paid, unless the date hereof is a date to which interest has been paid, in which case from the date of this Bond, or, if no interest has been paid on the Series G Bonds, then from the later of (i) January 1, 1990 or (ii) the January 1 or July 1 at which interest first becomes payable hereunder, until payment of said principal sum has been made or duly provided for; provided, however, that payment of interest may be made at the option of the Company by check mailed to the address of the person entitled thereto as such address shall appear on the transfer register. Notwithstanding the foregoing, if the date hereof is after December 15 or June 15, as the case may be, and before the following January 1 or July 1, this Bond shall bear interest from such January 1 or July 1. The interest so payable on any January 1 or July 1 will, subject to certain exceptions provided in the Indenture referred to herein, be paid to the person in whose name this Bond is registered at the close of business on the December 15 or June 15, as the case may be, next preceding such January 1 or July 1, whether or not such day shall be a business day.

This Bond is one of a duly authorized issue of First and Refunding Mortgage Bonds (the "Bonds"), unlimited in aggregate principal amount issuable in series, issued and to be issued under, and equally and ratably secured by, an indenture dated as of August 1, 1958, between Central Pacific Railway Company and Bankers Trust Company, as Trustee (the "Trustee"), originally known as the "Central Pacific Railway Company General Mortgage", as supplemented and amended by, and as restated by the third of nine supplemental indentures thereto, dated as of June 30, 1959, November 26, 1969, July 15, 1976, December 1, 1976, August 1, 1983, January 1, 1984, January 1, 1985, April 8, 1988 and August 30, 1989, which indenture, as so supplemented, amended and restated, is now known as the Southern Pacific Transportation Company First and Refunding Mortgage, and is one of a series of such Bonds designated as First and Refunding Mortgage 11% Bonds, Series G, Due 1999 (the "Series G Bonds"), limited to the aggregate principal amount of \$27,047,000, created by a tenth supplemental indenture (the "Tenth Supplemental Indenture") dated as of March 28, 1990, executed and delivered by the Company to the Trustee. The term "Indenture" as used herein refers to the aforesaid Southern Pacific Transportation Company First and Refunding Mortgage, as supplemented and amended by said Tenth Supplemental Indenture and as it may hereafter be supplemented and amended by any further supplemental indenture. Reference is hereby made to the Indenture for a description of the franchises and properties mortgaged and pledged as part of the trust estate thereunder, the nature and extent of the security afforded thereby and the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the holders of the Bonds.

This Bond is issued for the purpose of securing obligations of the Company incurred in the ordinary course of business and for general purposes and, unless the registered holder of this Bond is the Company, this Bond is issued pursuant to an agreement dated as of \_\_\_\_\_, 19\_\_\_\_ by and between the Company and \_\_\_\_\_ as the same may be amended from time to time (referred to herein as the "Credit Agreement").

Anything herein to the contrary notwithstanding, no principal on this Bond shall be payable and no interest shall herein be payable on this Bond on any January 1 or July 1 if not more than 30, nor less than 20, days prior to such January 1 or July 1, the Trustee shall receive a certificate from an officer of the Company (an "Officers' Certificate") to the effect that as of 30 days prior to such January 1 or July 1 no Event of Default (as defined in the Credit Agreement) has occurred under the Credit Agreement; provided, that this sentence shall have no effect if the Agent (as defined in the Credit Agreement) not more than 30, nor less than 20, days prior to such January 1 or July 1, has given the Trustee written notice that an Event of Default has occurred under the Credit Agreement.

The Series G Bonds are issuable in registered form without coupons in denominations of \$1,000 and any integral multiple of \$1,000. In the manner and subject to the limitations provided in the Indenture, but without charge except for any stamp tax or other governmental charge or any other expenses connected therewith, Series G Bonds may be exchanged for an equal aggregate principal amount of Series G Bonds of other authorized denominations at the office or agency of the Company for such exchange in the Borough of Manhattan, The City and State of New York.

Upon due presentment for registration of transfer of this Series G Bond at the office or agency of the Company for such registration in the Borough of Manhattan, The City and State of New York, a new Series G Bond or Bonds of authorized denominations for an equal aggregate principal amount will be issued to the transferee in exchange herefor, subject to the limitations provided in the Indenture, without charge except for any tax or other governmental charge imposed in connection therewith.

Prior to due presentment for registration of transfer of this Series G Bond, the Company, the Trustee, any paying agent, any transfer agent and any Bond registrar, may deem and treat the registered holder hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon), for the purpose of receiving payment hereof, or on account hereof, and for all other purposes, and neither the Company nor the Trustee nor any paying agent nor any transfer agent nor any Bond registrar shall be

affected by any notice to the contrary. All payments made to or upon the order of such registered holder shall, to the extent of the sum or sums paid, effectually satisfy and discharge liability for moneys payable on this Bond.

In the case an Event of Default, as defined in the Indenture, shall have happened and be continuing, the principal hereof may be declared, and upon such declaration shall become, due and payable in the manner, with the effect and subject to the conditions provided in the Indenture.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the then outstanding Bonds to be affected by any action proposed to be taken and represented at any Bondholders' meeting (but in no event less than a majority in principal amount of the then outstanding bonds to be so affected), to (1) make any change in the lien of the Indenture or any other modification in or addition to the provisions thereof or the rights and obligations of the Company or the rights of the holders of all or any series of the Bonds, (2) sanction any compromise of the rights of the Bondholders against the Company or against any of its property, (3) release from the lien of the Indenture any of the trust estate, (4) sanction any plan for the reorganization, readjustment or liquidation of the Company, or (5) authorize the acceptance, in satisfaction or partial satisfaction for the sale or transfer of all or any part of the trust estate, of any securities of any corporation or, with the consent of the holder of not less than 50% in aggregate principal amount of the Bonds then outstanding to be affected thereby, to waive any default on the part of the Company, other than a default in payment of principal of or interest on the Bonds; provided, however, that no such action shall (a) reduce the principal amount of any Bond or the rate of interest thereon or otherwise modify the terms of payment of principal thereof or interest thereon without the consent of the holder of each Bond to be affected by such action or (b) without the consent of the holders of all Bonds, reduce the aforesaid percentage of bonds the consent of the holders of which is required for any such action.

No reference herein to the Indenture and no provision of this Bond or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and premium, if any, and interest on this Bond at the places, at the respective times, at the rate and in the coin or currency herein prescribed.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture, or in any Bond, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such, of the Company or any successor



corporation, either directly or through the Company or any such successor corporation, under any rule of law, statute or constitutional provision or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, all such liability being expressly waived and released by the acceptance of this Bond and as part of the consideration for its issuance.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Trustee under the Indenture referred to herein.

IN WITNESS WHEREOF, the Company has caused this Bond to be signed either in the original or by facsimile by its Chairman, one of its Vice Chairmen, its President, its Vice President-Finance or its Treasurer and by its Secretary or an Assistant Secretary, and has caused its corporate seal or a facsimile thereof to be affixed hereunto or imprinted hereon.

Dated:

SOUTHERN PACIFIC  
TRANSPORTATION COMPANY

By \_\_\_\_\_  
Treasurer

By \_\_\_\_\_  
Secretary



## [Form of Trustee's Certificate of Authentication]

This is one of the Bonds, of the series designated therein, referred to in the within-mentioned Indenture.

BANKERS TRUST COMPANY, as Trustee

By \_\_\_\_\_  
Authorized Officer

and;

WHEREAS, all acts and things prescribed by law and by the by-laws of the Company have been duly performed and complied with and the Company has executed this Tenth Supplemental Indenture in the exercise of legal right, power and authority in it vested and all things necessary to make the Series G Bonds, when executed by the Company in the form provided herein and authenticated and delivered by the Trustee and duly issued, the valid and legally binding obligations of the Company entitled to the benefits of this Tenth Supplemental Indenture and of the First and Refunding Mortgage have been done and performed; and

WHEREAS, for the purposes hereinabove recited, and pursuant to due corporate action, the Company has duly determined to execute and deliver to the Trustee a supplemental indenture in the form hereof supplementing and amending the First and Refunding Mortgage (the First and Refunding Mortgage as supplemented and amended by the Tenth Supplemental Indenture and as it may hereafter be supplemented and amended by any further supplemental indenture, being herein referred to as the "Indenture");

NOW, THEREFORE, this Tenth Supplemental Indenture

W I T N E S S E T H :

That for and in consideration of the premises, the purchase and acceptance of the Series G Bonds by the holders thereof and the sum of ten dollars (\$10.00) lawful money of the United States of America duly paid by the Trustee to the Company at the time of the delivery of this Tenth Supplemental Indenture, the receipt whereof is hereby acknowledged, the Company does hereby covenant and agree with the Trustee as follows:

## PART ONE

## Creation of Series G Bonds

§1.01. The Company hereby creates the Series G Bonds under the Indenture, the terms and provisions of which shall be as set forth in the Indenture. The Series G Bonds shall be limited to twenty-seven million forty-seven thousand dollars (\$27,047,000) aggregate principal amount except as provided in Section 11 of Article One of the Indenture and §1.03 hereof. Except as otherwise provided herein, the Series G Bonds shall mature January 1, 1999 and shall bear interest at the rate of 11% per annum payable semi-annually beginning January 1, 1990 and each July 1 and January 1 thereafter (each an "Interest Payment Date").

§1.02. The Series G Bonds shall be issued or reissued for the purpose of securing, from time to time, obligations of the Company incurred in the ordinary course of its business and for general purposes. Said obligations shall be evidenced by one or more written agreements between the Company and its creditors (hereinafter referred to as a "Credit Agreement" or "Credit Agreements"). Each Credit Agreement shall include provisions: (i) designating the creditor (or one of the creditors if there is more than one creditor subscribing to the Credit Agreement) as agent for purposes of this Indenture (hereinafter referred to as "Agent") and (ii) setting forth mutually agreed events of default (hereinafter referred to as "Events of Default"). Except to the extent that the registered holder of any Series G Bonds is the Company and such Series G Bonds are held by it in treasury, each Series G Bond shall include reference to the applicable Credit Agreement evidencing the obligations secured by such Series G Bond.

Anything herein to the contrary notwithstanding, no principal or interest shall be payable on the Series G Bonds on any January 1 or July 1 that principal or interest would otherwise be payable if not more than 30, nor less than 20, days prior to such January 1 or July 1, the Trustee shall have received a certificate from an officer of the Company ("an Officers' Certificate") to the effect that, as of 30 days prior to such January 1 or July 1, no Credit Agreements are then currently in effect between the Company and its creditors which are secured by the applicable Series G Bonds or no Event of Default has occurred under the outstanding Credit Agreement or Credit Agreements evidencing obligations secured by the applicable Series G Bonds; provided, however, that this sentence shall have no effect as to those Series G Bonds where a Credit Agreement that is secured by such Series G Bonds is outstanding and the Agent (as defined in said Credit Agreement), not more than 30, nor less than 20, days prior to such July 1 or January 1, shall have given the Trustee written notice that an Event of Default has occurred under the Credit Agreement evidencing obligations of the Company secured by such Series G Bonds.

§1.03. The Series G Bonds and the Trustee's certificate of authentication shall be substantially in the form as recited above in this Tenth Supplemental Indenture. Any of the Series G Bonds may have imprinted thereon such legends or endorsements as the officers of the Company executing the same may approve (execution thereof to be conclusive evidence of such approval) and as are not inconsistent with the provisions of the Indenture, or as may be required to conform to usage or to comply with any law or with any rule or regulation made pursuant thereto or with any rule or regulation of any stock exchange on which the Series G Bonds may be listed.

§1.04. The Series G Bonds shall be issuable as registered bonds without coupons in denominations of \$1,000 and any integral multiple of \$1,000, and shall be numbered, lettered or otherwise distinguished in such manner or in accordance with such plan as the officers of the Company may determine with the approval of the Trustee.

Every Series G Bond shall be dated the date of its authentication and, except as provided in §1.02, shall bear interest, payable semi-annually on January 1 and July 1 of each year, from the January 1 or July 1, as the case may be, next preceding the date to which interest on such Series G Bond has been paid, unless the date of such Series G Bond is a date to which interest has been paid, in which case from the date of such Series G Bond, or unless no interest has been paid on the Series G Bonds, in which case from the later of (i) January 1, 1990 or (ii) the January 1 or July 1 at which interest first becomes payable hereunder.

The person in whose name any Series G Bond is registered at the close of business on any Record Date (as hereinafter defined in this §1.04) with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding the cancellation of such Series G Bond upon any transfer or exchange subsequent to the Record Date and prior to such Interest Payment Date; provided, however, that if and to the extent that the Company shall default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the persons in whose names the applicable Series G Bonds are registered on a subsequent Record Date established by notice given by mail on behalf of the Company to the holders of all applicable Series G Bonds not less than 15 days preceding such subsequent Record Date, such subsequent Record Date to be not less than five days preceding the date of payment of such defaulted interest. The term "Record Date" as used in this §1.04 with respect to any Interest Payment Date shall mean the December 15 or June 15, as the case may be, next preceding such Interest Payment Date, whether or not such Record Date is a business day.

## PART TWO

## Miscellaneous

§2.01. This Tenth Supplemental Indenture is executed by the Company and the Trustee pursuant to Article Thirteen of the Indenture and shall be deemed to be part of the Indenture for any and all purposes. The Indenture, except to the extent amended hereby, is in all respects hereby ratified and confirmed and shall be and remain in full force and effect without change.

§2.02. The headings of the several parts and sections hereof, and the statements contained in the table of contents prefixed hereto, are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

§2.03. This Tenth Supplemental Indenture may be executed in any number of counterparts, each of which shall be and shall be taken to be an original, and all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Southern Pacific Transportation Company, the party of the first part, has caused this Tenth Supplemental Indenture to be signed in its corporate name and acknowledged by its Chairman, any Vice Chairman, its President, its Vice President-Finance or its Treasurer, and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and Bankers Trust Company, as Trustee, the party hereto of the second part, has caused this Tenth Supplemental Indenture to be signed in its corporate name and acknowledged by a Vice President or an Assistant Vice President thereof, and its corporate seal to

be hereunto affixed by a Secretary or an Assistant Secretary thereof, all as of March 28, 1990.

SOUTHERN PACIFIC  
TRANSPORTATION COMPANY,

By: E. J. Seedy  
Title: Treasurer

Attest:

A. A. O'Connell  
Secretary

BANKERS TRUST COMPANY,

By \_\_\_\_\_  
Vice President

Attest:

\_\_\_\_\_  
Assistant Secretary

be hereunto affixed by a Secretary or an Assistant Secretary thereof, all as of March 28, 1990.

SOUTHERN PACIFIC  
TRANSPORTATION COMPANY,

By: \_\_\_\_\_  
Title: Treasurer

Attest:

\_\_\_\_\_  
Secretary

BANKERS TRUST COMPANY,

By: *E. J. [Signature]*  
Vice President

Attest:

*[Signature]*  
Assistant Secretary

STATE OF CALIFORNIA )

ss.:

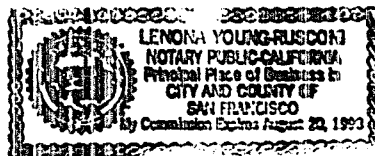
CITY AND COUNTY OF SAN FRANCISCO )

BE IT REMEMBERED that on this 28th day of March, in the year 1990, before me, Lenona Young-Rusconi, a notary public for the State of California, residing therein, duly commissioned and sworn, personally appeared and came E. F. GRADY, to me personally known and known to me to be and who acknowledged himself to be a Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation organized and existing under the laws of the State of California, one of the corporations that is a party to, and which executed, the within and foregoing instrument; and also known to me to be the person who executed said instrument on behalf of said corporation, who being by me duly sworn, did, on oath, depose and say and acknowledge that he resides at 26 Dior Terrace, Los Altos, CA 94022; that he is a Treasurer of SOUTHERN PACIFIC TRANSPORTATION COMPANY, a corporation described in, and which executed, the above and foregoing instrument as party of the second part; that said instrument was signed and sealed on behalf of said corporation by authority of and pursuant to a resolution of its Board of Directors and that his act of sealing, executing and delivering said instrument was duly authorized by like authority, and said E. F. GRADY acknowledged to me said instrument to be his own act and deed and the voluntary act and deed of said corporation and that said corporation executed the same; that his signature as a Treasurer is in his own proper handwriting; that he knows and is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation and was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; that the signatures to said instrument were made upon like order by officers of said corporation as indicated after their signatures and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco, State of California, on the day and year first above written.

Notary Public

*Lenona Young-Rusconi*





STATE OF NEW YORK

COUNTY OF NEW YORK

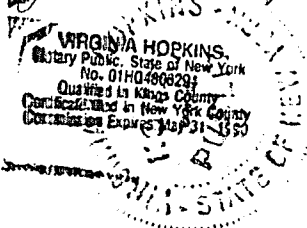
ss.:

BE IT REMEMBERED that on this 28th day of March, in the year 1990, before me, Virginia M. Hopkins, a notary public for the State of New York, residing therein, duly commissioned and sworn, personally appeared and came ERIC W. M. YEE, to me personally known and known to me to be and who acknowledged himself to be a Vice President of BANKERS TRUST COMPANY, a corporation organized and existing under the laws of the State of New York, one of the corporations that is a party to, and which executed, the within and foregoing instrument; and also known to me to be the person who executed said instrument on behalf of said corporation, who being by me duly sworn, did, on oath, depose and say and acknowledge that he resides at 300 Albany Street, New York, New York 10280; that he is a Vice President of BANKERS TRUST COMPANY, a corporation described in, and which executed, the above and foregoing instrument as party of the second part; that said instrument was signed and sealed on behalf of said corporation by authority of and pursuant to a resolution of its Board of Directors and that his act of sealing, executing and delivering said instrument was duly authorized by like authority, and said ERIC W. M. YEE acknowledged to me said instrument to be his own act and deed and the voluntary act and deed of said corporation and that said corporation executed the same; that his signature as a Vice President is in his own proper handwriting; that he knows and is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation and was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order; that the signatures of said instrument were made upon like order by officers of said corporation as indicated after their signatures and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of New York, State of New York, on the day and year first above written.

Notary Public

Virginia M. Hopkins



STATE OF OREGON, ss.  
County of Klamath

Filed for record at request of:

McCord Co.

on this 9th day of April A.D. 1990  
at 11:58 o'clock A M. and duly recorded  
in Vol. M90 of Mortgages Page 6483

Evelyn Biehn County Clerk

By Caroline Muelenda

Deputy.

Fee, \$83.00