

(b) A 1/4 leasehold working interest in, to and under all oil, gas and mineral leases covering lands described in SCHEDULES "A" and "B" attached hereto, incorporated herein, and made a part hereof for all purposes, said leasehold working interests being the same interests which have been conveyed by assignment of even date herewith from Belco Petroleum Corporation et al to Mortgagor and being subject to its proportionate part of overriding royalties, production payments and other burdens reflected in Schedules "A" and "B" attached hereto.

(c) A net 1/4 leasehold working interest in and to all oil, gas and other minerals and mineral leasehold estates applicable thereto, covering lands described in SCHEDULE "C" attached hereto, made a part hereof and incorporated herein for all purposes; subject however to overriding royalties, production payments and other burdens reflected in SCHEDULE "C" attached hereto.

Each and all of the properties and interests hereinabove particularly described and referred to are hereby denominated the Mortgaged Premises and are hereinafter referred to as such.

The lien of this instrument shall extend to and embrace the interest of the Mortgagors herein in and that certain gas purchase agreement dated July 24, 1953, as amended, executed by Arthur B. Belfer and Pacific Northwest Pipe Line Corporation relating to the purchase of gas from the gas producing leases included in and covered by the contract of purchase and sale between Belco Petroleum Corporation and David C. Bintliff dated of even date herewith. This lien is cumulative of an assignment of the proceeds to accrue to Mortgagor's interest under said contract with the Trustee hereunder.

TO HAVE AND TO HOLD the said Mortgaged Premises, together with all and singular the rights and appurtenances thereto belonging unto the said Leslie Coleman, Trustee, and his successor trustees, forever, and their respective successors and assigns, and Mortgagors hereby covenant with said Trustee and successor trustees that Mortgagors are lawfully seized and possessed of said Mortgaged Premises and that said Mortgaged Premises are free of all encumbrances or burdens other than those stated herein, and that Mortgagors warrant and will forever defend the title to said Mortgaged Premises unto said Trustee and successor trustees and their successors and assigns against all persons whomsoever claiming or to claim the same or any part thereof.

This instrument, however, is intended as a Deed of Trust, Mortgage and Assignment (hereinafter sometimes referred to as "Deed of Trust") and is made to secure the payment of two certain promissory notes of even date herewith executed by the undersigned Mortgagors, payable to the order of President and Directors of