

change, or to repair the buildings, engines, boilers, machinery, apparatus, cars, engines, tools, rolling stock and appliances and other apparatus, and the said LOGGING COMPANY, as long as there is no default in the payment of any of said bonds, or the interest thereon, shall have the right to cut and remove the timber upon said real estate, and to enter into all necessary, convenient and proper contracts with others for the purpose of so logging, cutting and removing said timber, upon payment of said One Dollar per thousand feet as herein provided. PROVIDED, that the security of the said bonds shall not thereby be in anywise reduced or impaired and the said LOGGING COMPANY, at all times, shall have the right to sell any part of the above described timber lands and real estate upon the payment to the said TRUSTEE OF One (\$1.00) Dollar per thousand of the timber standing upon any real estate so conveyed; upon payment to the said TRUSTEE of One (\$1.00) Dollar per thousand of any timber upon said real estate the said TRUSTEE hereby agrees to release any such real estate from the lien of this Mortgage or Trust Deed, and the said Trustee shall apply said moneys so received on account of and for the payment of any bonds and interest as the same becomes due from time to time, and when directed by the Board of Directors of said RAILROAD COMPANY and said LOGGING COMPANY will apply said moneys so received in the retirement of and the payment of bonds before they mature, as hereinafter provided.

The Mortgagors will duly and effectually pay or cause to be paid to every holder of any bond issued and secured hereunder the principal and interest accruing thereon at the dates and places and in the manner mentioned in said bond or in any of the coupons thereunto belonging according to the true intent and meaning thereof, without deduction from either principal or interest and shall pay or cause to be paid all taxes of every nature levied against or upon any or all of the property hereby conveyed. It is further agreed that the Mortgagors shall have the right which is hereby expressly reserved to them, to call in, pay and redeem any and all bonds issued hereunder and secured hereby by paying therefor the principal sum due thereon and accrued interest with one per cent. per annum additional, for the unexpired term of said bond, provided, that thirty days notice of such redemption shall be given to the holders of said bonds at the time of the payment of any coupon, said bonds shall cease to bear interest after said thirty days notice has expired. Whenever said Mortgagors desire to pay or redeem any of said bonds they shall make known to the TRUSTEE their intention so to do by delivering to said TRUSTEE a certified copy of the Resolution of their Board of Directors, which Resolution shall specify the amount of bonds so to be redeemed and the time for the redemption and the payment thereof.

In case the Mortgagors shall make default in the payment of the principal or accrued interest upon any one or more of the bonds herein secured, according to the terms thereof, or shall make default in the performance of any of the covenants herein, and said default shall continue for thirty days, then, in such case, the TRUSTEE, at the request of a majority in value of the then outstanding bonds shall be entitled forthwith, with or without process of law, to enter into and upon and take possession of all and singular the property hereby mortgaged and each and every part thereof, and manage and operate the same for the benefit of such holder of said bonds, and said Mortgagors, and sell and dispose of the whole of said property as the TRUSTEE may deem advisable, and out of the money derived from the sale of said property apply same to the payment of principal and accrued interest upon said bonds, pro-rata. Said payments shall be made to the holders of said bonds without any preference or priority whatever and without preference of interest over principal or principal over interest, and the overplus, if any there be, shall be paid by said TRUSTEE to said Mortgagors.

The Trustee upon any such default continuing as aforesaid, may, upon the request of any of the holders of the outstanding bonds, proceed in a court of competent jurisdiction to foreclose this mortgage or Deed of Trust and in any such proceeding shall be entitled upon application to the appointment of a Receiver. The remedies herein given are cumulative and no one is