

any subsisting default, from time to time, shall have the right to direct and control the method and place of conducting any and all proceedings for any sale of the premises hereby conveyed and mortgaged, or agreed or intended so to be, or for the foreclosure of this indenture, or for the appointment of a Receiver, or any other proceedings hereunder.

Sec. 6. In the event of any sale, whether made under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the property covered by this indenture shall be sold in one parcel and as an entirety, unless the owners of a majority in amount of the bonds hereby secured then outstanding shall in writing request the Trustee to cause said premises to be sold in parcels, in which case the sale shall be made in such parcels as may be specified in such request or petition and in the order therein designated, or unless such sale as an entirety is impracticable by reason of some statute or other cause; and this provision shall bind the parties hereto and each and every of the owners of the bonds and coupons hereby secured or intended so to be.

Sec. 7. Notice of any such sale pursuant to any provision of this indenture shall state the time and place of sale, and shall contain a brief general description of the property to be sold, and shall be sufficiently given if published once in each week for four successive weeks prior to said sale in a newspaper published in New York, N.Y., and in a newspaper published in Portland, Oregon.

Sec. 8. Upon the completion of any sale or sales under this indenture, the Trustee shall make, execute and deliver to the accepted purchaser or purchasers a good and sufficient deed, or good and sufficient deeds, of conveyance, of the property and franchises sold. And the Trustee and its successors are hereby appointed the true and lawful attorney or attorneys irrevocable of the Railway Company in its name and stead to make all necessary deeds and conveyances of property, and for that purpose it and they may execute all necessary acts of assignment and transfer, and may substitute one or more persons with like power, the Railway Company hereby ratifying and confirming all that its said attorney or attorneys, or such substitute or substitutes, shall lawfully do by virtue hereof. Any such sale or sales made or by virtue of this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right title, interest, claim and demand whatsoever, whether at law or in equity of the Railway Company of, in and to the premises sold, and shall be a perpetual bar both at law and in equity against the Railway Company, its successors and assigns, and against any and all persons claiming or to claim the premises sold, or any part or parcel thereof, by, from, through or under the Railway Company, its successors and assigns, or any of them. The railway equipment, tools, implements and other movables conveyed, or intended to be conveyed by or pursuant to this indenture, shall be deemed real estate for all the purposes of this indenture and shall be held and taken to be fixtures and appurtenances of the said railroad and branches and part thereof, and are to be used and sold therewith and not separate therefrom, except as herein otherwise provided.

Sec. 9. The Trustee, from time to time, may adjourn any sale to be made by it under the provisions of this indenture, by announcement at the time and place appointed for such sale, or for such adjourned sale or sales; and, without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned.

Sec. 10. The receipt of the Trustee shall be a sufficient discharge to the purchaser or purchasers of the property sold as aforesaid, for the purchase money, and no such purchaser or purchasers, or his, their or its representatives, vendees, grantees or assigns, after