

estates and properties, real, personal and mixed, of any and every kind and nature and all of the franchises, rights, privileges and immunities mortgaged by this Indenture or intended so to be as described in the granting clause.

Section 8. The Trustee shall be subject to no liability for its action in authenticating and delivering bonds upon the faith of the affidavits and certified copies of resolutions of the Board of Directors of the Mortgagor Company to be filed with it as in this Article provided; nor shall the Trustee's acceptance of the trust or its authentication of said bonds be deemed or construed to be a representation by defendant of any of the recitals or statements of facts contained in said trust indenture or bonds.

Section 9. In case any bond, with the coupons thereto appertaining shall become mutilated or be destroyed or lost, the Mortgagor Company in its discretion may execute, and thereupon the Trustee shall authenticate and deliver, a new bond of like tenor and date, bearing the same serial number, in exchange and substitution for and upon cancellation of the mutilated bond and its coupons or in lieu of and substitution for the bond and its coupons so destroyed or lost, upon receipt of evidence satisfactory to the Mortgagor Company and the Trustee of the destruction or loss of such bond and its coupons, and upon receipt also of indemnity satisfactory to each of them.

Section 10. Nothing in this article contained shall be construed to authorize the certification or issue of any of the bonds reserved hereunder for issue and certification under the terms of this article while the Mortgagor Company is in default either in the payment of any of the bonds secured by this Indenture, or the interest thereon, or in the performance of any covenant or agreement herein contained. The Trustee, however, shall be protected in certifying and delivering to the Mortgagor Company any bonds, unless it has at the time of such certification and delivery actual notice of such default, provided that all other conditions exist, necessary according to the terms of this Indenture, to authorize the certification of such bonds.

Section 11. Nothing in this article or in any other article of this Indenture expressed or implied is intended or shall be construed to enlarge the security of the holders of any of the bonds hereinbefore described, to retire which, bonds secured by this Indenture are reserved as hereinbefore set forth, or to create any trust in their favor or to give to any person or corporation, other than the parties hereto and the holders of the bonds secured hereby, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition or provision herein contained; all of the covenants, conditions and provisions of this Indenture being intended to be and being for the sole and exclusive benefit of the parties hereto and of the holders of the bonds secured hereby, except and provided, however, and it is hereby expressly covenanted and agreed that the provisions in this Indenture contained which recognize, assert and make provision for the superiority and priority of said mortgage of the Portland General Electric Company to the United States Mortgage and Trust Company, dated July 1st, 1905, and of said mortgage of the Portland Railway Company to the New York Trust Company, dated November 1st, 1905, and of the supplemental and additional mortgages to be made and executed by the Mortgagor Company for the better protection and security of the holders of bonds, now or hereafter to be issued under said mortgages, are inserted herein for the express benefit of the respective trustees and bondholders under said mortgages, and that nothing herein contained shall be construed to prevent said trustees or either of them from instituting or maintaining any lawful suit, action or proceeding at law or in equity for the enforcement of said provisions, or to prevent a violation thereof.