

then and in such case the holders of a majority in amount of the first mortgage gold bonds then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely, to the Trustee, then and in every such case the Railway Company and the Trustee shall be restored each to its former position and rights hereunder in respect of the mortgaged and pledged premises, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Sec.5. If one or more of the events of default shall happen, the Trustee, with or without entry, personally or by attorney, in its discretion either

(a) may sell, subject to the then prior existing liens thereon, to the highest and best bidder, all and singular the property and premises covered by this indenture, including bonds and stocks, rights, franchises, interests and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof; which sale or sales shall be made at public auction at such place in the City of Portland in the State of Oregon, or at such other place, and at such time and upon such terms as the Trustee may fix and briefly specify in the notice of sale to be given as herein provided, or as may be required by law; or

(b) may proceed to protect and enforce its rights and the rights of bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most effectual to protect and enforce any of their rights or duties hereunder.

Sec.6. Upon the written request of the holders of twenty per cent. in amount of the first mortgage gold bonds in case one or more of the events of default shall happen, it shall be the duty of the Trustee, upon being indemnified as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of the holders of the first mortgage gold bonds, and to exercise the power of entry or of sale herein conferred, or both, or to take appropriate judicial proceedings by action, suit or otherwise as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interest of the holders of the first mortgage gold bonds; but, anything in this indenture to the contrary notwithstanding, the holders of seventy-five per cent. in amount of the first mortgage gold bonds then outstanding, from time to time, shall have the right to direct and to control the method and place of conducting any and all proceedings for any sale of the premises and property subject to this indenture, or for the foreclosure of this indenture, or for the appointment of a receiver or any other proceedings hereunder.

Sec.7. In the event of any sale, whether made under the power of sale herein granted or conferred, or under or by virtue of judicial proceedings, or of some judgment or decree of foreclosure and sale, the whole of the property subject to this indenture shall be sold in one parcel and as an entirety, including all the rights, title, estates, railways, equipment, franchises, leases, leasehold interests, contracts, stocks,