

closure of the lien thereof; and in case of the sale of the mortgaged property and of the application of the proceeds of sale to the payment of the mortgage-debt, the TRUSTEE, in its own name, and as trustee of an express trust, shall be entitled to receive and to enforce payment of any and all deficiency in amount then remaining due and unpaid upon any and all of the bonds issued hereunder and then outstanding, for the benefit of the Holders thereof, and shall be entitled to recover judgment against the ELECTRIC COMPANY for any portion of the mortgage-debt then remaining unpaid, with interest.

Any moneys thus collected or recovered by the TRUSTEE under this Article, less the cost and expense of the action and the reasonable compensation of the TRUSTEE, shall be applied by the TRUSTEE towards the payment of the holders of such bonds and coupons of the amounts due and unpaid of such bonds and coupons respectively, such payment to be made in every instance ratably and without preference or priority, upon presentation of the respective bonds and coupons and endorsements of such payment thereof, if partly paid, or upon cancellation thereof if paid in full.

Section 14. The ELECTRIC COMPANY at any time before full payment of the bonds hereby secured, and whenever it shall deem expedient for the better protection and security of such bonds, although there be then no default entitling the TRUSTEE to enter into possession, may, with the consent of the TRUSTEE, surrender and deliver to the TRUSTEE full possession of the whole, or any part of, the property hereby mortgaged, for any period, fixed or indefinite. Upon such surrender and delivery to the TRUSTEE, with its consent, the TRUSTEE shall enter into and upon and take possession of the property so surrendered and delivered, and shall take and receive possession thereof for such period, fixed or indefinite, as aforesaid, without prejudice, however, to its right at any time subsequently, when entitled thereto by any provision hereof, to insist upon and maintain such possession, though beyond the expiration of any prescribed period. Upon any such voluntary surrender and delivery of such property, or any part thereof, the TRUSTEE, from the time of its entry, shall work, maintain, use, manage, control and employ the same in accordance with the provisions of this indenture, and shall receive and employ the income and revenues thereof as provided in Section 1 of this Article.

Section 15. Any request or other instrument required by this indenture to be signed or executed by the bondholders, may be in any number of documents of similar tenor, and may be signed or executed by such bondholders in person or by agents or attorney appointed in writing. Proof of the execution of such request or other instrument, or of a writing appointing any such agent or attorney, or of the holding of any person of bonds, shall be sufficient for any purpose of this indenture, and shall be conclusive in favor of the TRUSTEE in regard to any action taken by it under such request or other instrument, if made in the following manner, to wit:

(a) The fact and date of the execution by any person of any such request or other instrument or writing may be proved by the certificate of any Notary Public or other officer authorized to take, either within or without the State of Washington, acknowledgment of deeds to be recorded in said State, certifying that the person signing such request or other instrument acknowledged to him the execution thereof; or by the affidavit of a witness to such execution, duly sworn to before any such Notary Public or such other officer.

(b) The fact of the holding of any bonds transferable by delivery by any person executing such a request or other instrument as a bondholder and the amounts and serial numbers of the bonds held by such person and the date of his holding the same, may be proved by a certificate executed by any trust company, bank, bankers, or other depository, wherever situated, if such certificate shall be deemed by the TRUSTEE to be satisfactory,