

MENT OF ANY INSURANCE IN CASE OF LOSS. THE TRUSTEE, IN ITS DISCRETION AND AT THE EXPENSE OF THE MORTGAGOR OR OF THE TRUST ESTATE, MAY DO OR PROCURE TO BE DONE ANY OR ALL OF THE MATTERS OR THINGS IN THIS INSTRUMENT SET FORTH; BUT NO SUCH ACTION ON ITS PART SHALL BE CONSTRUED AS A WAIVER OF ITS EXEMPTION FROM RESPONSIBILITY THEREFOR.

SECTION 5. THE TRUSTEE MAY SELECT AND EMPLOY, IN AND ABOUT THE EXECUTION OF THE TRUSTS HEREBY CREATED AND THE DUTIES HEREBY IMPOSED, SUITABLE AGENTS AND ATTORNEYS; AND THE TRUSTEE SHALL IN NO EVENT BE HELD LIABLE FOR ANY NEGLECT, OMISSION, MISTAKE OR MISCONDUCT OF ANY SUCH AGENTS OR ATTORNEYS, REASONABLE CARE BEING EXERCISED IN THEIR SELECTION. THE TRUSTEE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE NOT CAUSED BY ITS <sup>OWN</sup> NEGLIGENCE OR WILLFUL DEFAULT.

SECTION 6. THE TRUSTEE SHALL HAVE A LIEN UPON THE PROPERTY HEREBY CONVEYED, AND THE PROCEEDS THEREOF, PARAMOUNT TO THE LIEN OF THE BONDS ISSUED HEREUNDER, AND THE INTEREST THEREON, FOR ITS REASONABLE EXPENSES, DISBURSEMENTS AND COMPENSATION INCURRED IN THE EXECUTION OR ON ACCOUNT OF THE TRUSTS HEREBY CREATED; AND THE HOLDERS OF EACH AND EVERY BOND ISSUED HEREUNDER, BY ACCEPTING SUCH BONDS, THEREBY RECOGNIZE AND ASSENT TO SUCH LIEN.

SECTION 7. THE TRUSTEE SHALL BE PROTECTED IN ACTING UPON ANY NOTICE, REQUEST, CONSENT, CERTIFICATE, BOND OR OTHER INSTRUMENT OR PAPER BELIEVED BY IT TO BE GENUINE, AND TO HAVE BEEN PROPERLY EXECUTED, AND SHALL BE ENTITLED TO RECEIVE AS CONCLUSIVE PROOF OF ANY FACT OR MATTER REQUIRED TO BE ASCERTAINED BY IT HEREUNDER, A CERTIFICATE SWORN TO BY THE PRESIDENT, VICE-PRESIDENT, SECRETARY OR TREASURER OF THE MORTGAGOR.

SECTION 8. THE TRUSTEE SHALL BE UNDER NO OBLIGATION TO RECOGNIZE ANY PERSON, FIRM OR CORPORATION, AS HOLDER OR OWNER OF ONE OR MORE OF THE BONDS SECURED HEREBY, OR TO DO OR REFRAIN FROM DOING ANY ACT PURSUANT TO THE REQUEST OF ANY PERSON, FIRM OR CORPORATION, PROFESSING OR CLAIMING TO BE SUCH HOLDER OR OWNER, UNTIL SUCH PROFFESSED HOLDER OR OWNER SHALL DEPOSIT SUCH BOND OR BONDS WITH THE SAID TRUSTEE, AND SHALL INDEMNIFY AND SAVE HARMLESS THE TRUSTEE TO ITS FULL SATISFACTION FROM ANY AND ALL COSTS AND EXPENSES, OUTLAYS, COUNSEL FEES AND OTHER REASONABLE DISBURSEMENTS AND DAMAGES, FOR WHICH IT MAY BECOME LIABLE OR RESPONSIBLE ON PROCEEDING TO CARRY OUT SUCH REQUEST OR DEMAND.

SECTION 9. THE TRUSTEE SHALL BE UNDER NO OBLIGATION TO INSTITUTE, CONDUCT OR DEFEND ANY SUIT OR LITIGATION, OR TO TAKE ANY PROCEEDING UNDER THIS INDENTURE UNTIL IT SHALL BE INDEMNIFIED TO ITS FULL SATISFACTION FOR ALL EXPENSES AND COSTS OF EVERY KIND WHICH, IN ITS JUDGMENT, SUCH PROCEEDINGS MAY CAUSE.

#### ARTICLE XVI.

##### MISCELLANEOUS PROVISIONS

SECTION 1. ANY NOTICE SOUGHT TO BE GIVEN TO THE MORTGAGOR OR TO THE TRUSTEE UNDER ANY PROVISION HEREOF, MAY BE GIVEN AS TO THE MORTGAGOR BY MAILING SUCH NOTICE ADDRESSED TO THE MORTGAGOR AT PORTLAND, OREGON, AND AS TO THE TRUSTEE, BY MAILING SUCH NOTICE ADDRESSED TO THE TRUSTEE AT RED WING, MINNESOTA, AND, IN THE EVENT OF THE APPOINTMENT OF A SUCCESSOR OR SUCCESSORS TO SAID TRUSTEE, SUCH SUCCESSOR OR SUCCESSORS SHALL GIVE NOTICE IN WRITING TO THE MORTGAGOR, OF AN ADDRESS TO WHICH ALL NOTICES TO SUCH SUCCESSOR TRUSTEE MAY BE SENT BY MAIL.

SECTION 2. EXCEPT WHEN OTHERWISE INDICATED, THE WORDS "THE TRUSTEE" OR "SAID TRUSTEE" OR ANY OTHER EQUIVALENT TERM, AS USED IN THIS INDENTURE, SHALL BE HELD