

imposed by the mortgage of the defendant Oregon-Washington Timber Company of June 4, 1910, hereinafter found and decreed, and at the time of the naming of the said co-Trustee it was, and is now, authorized to take and administer in the State of Washington the trusts imposed by the said Mortgage of June 4, 1910.

The defendants Washington Northern Railroad Company, Oregon Washington Timber Company, and Bazzier Timber Company at the time of the execution of the Mortgages by said respective companies executed, hereinafter found and determined, were, and each is a corporation organized under the laws of the State of Oregon and each was authorized at the time of the execution of the Mortgages referred to, and is now authorized to transact business in the State of Washington, each having prior to the execution of the mortgages complied with the laws of the State of Washington for the transaction of business therein by foreign corporations, each having filed with the Secretary of State of the State of Washington, a certified copy of its Articles of Incorporation and named a State agent therein, and each having paid its license fees for the transaction of ~~the~~ business therein.

The defendant William W. Crawford, Trustee, is a natural person and at the time of the execution of the Mortgage in his favor, hereinafter found and decreed, and at the time of the filing at the complainants' bill herein, was, and he is, a citizen and resident of the State of Illinois, residing in the City of Chicago therein.

Each of the parties to this cause has appeared herein by the respective solicitors of each, who have filed in the course of the proceedings taken in the cause various pleadings and papers in behalf of the respective parties hereto.

Heretofore, and on June 4, 1910, the defendant Railroad Company executed and delivered to complainant Mississippi Valley Trust Company, as Trustee, its certain deed of Mortgage, conveying and transferring to the trust <sup>thereunder</sup> certain properties hereinafter described, and the same having been so executed as to entitle it to record, the same <sup>was</sup> on June 10, 1910, duly recorded in the office of the Auditor of Skamania County, Washington, wherein the properties therein described were situated, in Book "12" of Mortgages, pages 339 to 356, both inclusive; said mortgage was executed to secure 1000 bonds numbered from 1 to 1000, both inclusive, and of the denomination of \$1,000.00 each, dated as of June 4, 1910 and maturing on May 1st, 1928, 600 of the bonds, numbered 1 to 600, both inclusive, being by the Railroad <sup>company</sup> duly negotiated and deposited with the Mississippi Valley Trust Company, as Trustee, by way of collateral to a mortgage bond issue of the Oregon-Washington Timber Company of June 4, 1910, hereinafter found and determined, and 400 of the said bonds, numbered 601 to 1000, inclusive, were duly negotiated to the Oregon-Washington Timber Company and by its duly assigned to the Railroad Company as collateral under a second mortgage bond issue by the Timber Company, as hereinafter found and determined, That the debt evidenced by the second mortgage bonds of the Timber Company has not been paid, That the interest of the Railroad Company in the said 400 Railroad bonds immediately on its acquiring of the same became subject to the lien of the 600 Railroad bonds then outstanding and the said 400 railroad bonds could be, and were in fact, reissued by the Railroad Company <sup>only</sup> as inferior in dignity and subsequent in time of payment to the 600 bonds first negotiated and then outstanding. By the terms of the said bonds of the said Railroad Company and of the mortgage to secure the same, it was provided, among other things, that the Railroad Company should well and truly pay all of the said bonds, principal and interest, and pay and discharge <sup>against any of the mortgaged property including personal taxes which might be levied</sup> all taxes and assessments which might be levied against itself, and should pay all premiums which might be exacted for any insurance upon any of the mortgaged property, and any and all