

taxes which might be levied or assessed against any of the bonds, or the holders thereof, for account of the said bonds, and it was likewise provided by the mortgage that if at any time default should be made by the Railroad Company in the payment of any of its said bonds, taxes, or like character of charges by the mortgage imposed upon said Railroad Company, and such default should continue for a period of thirty days after written notice by the Trustee to pay the same, that then the Trustee in its discretion might declare the principal of all of the said bonds then outstanding at once due and payable, together with the accrued and unpaid interest thereon and that thereupon the whole of the principal of said bonds, including the accrued and unpaid interest thereon, should at once become due and payable, anything in the terms of the said bonds to the contrary notwithstanding, and as likewise was it provided in and by the said mortgage that upon any foreclosure being made of (become already due and payable, should at once due and the mortgaged premises, the principal of all bonds secured by the mortgage, if not payable, whether or not, notice had been given declaring the principal due by reason of any default anything in the bonds or in the said mortgage contained to the contrary notwithstanding, and it is now found and decreed that the said Railroad Company has defaulted in the payment of the interest upon the said bonds <sup>due</sup> by the terms thereof November 1, 1912, May 1, 1913, and has defaulted in all interest due upon the said bonds since the 1st day of November 1912.

And on September 3, 1913, demand was duly made in writing, in accordance with the said mortgage, upon the Railroad Company for the payment of the several sums of money as to which it had defaulted on payment prior to said date, and that thereupon the complainants have declared the entire debt, principal and interest of the said mortgage indebtedness, due and collectible.

By the terms of the said mortgage likewise, and of the first mortgage of June 4, 1910 of the Oregon-Washington Timber Company, hereinafter found and decreed, it was provided that in the event of a foreclosure, the mortgaged property described in each of said mortgages might be sold as an entirety and it is now found and determined by the Court that in the said mortgages require that the property described the best interest of all parties interested therein should be sold as an entirety.

There is now due undersaid mortgage and mortgage bonds issued thereunder by said Railroad Company, \$970,000.00 and interest at 6% per annum from May 1, 1912.

And on June 4, 1910, the Oregon-Washington Timber Company executed and delivered to the Mississippi Valley Trust Company, as Trustee, its certain mortgage deed of trust conveying to the said Trust Company the properties hereinafter described as the properties of said timber Company, which mortgage being so executed as to entitle it to record, was there after and on June 10, 1910, duly recorded in the office of the Auditor of Skamania County, Washington, in which County the said properties were situated, in Book "I" of Mortgages, beginning at page 296, which said mortgage was executed to secure a bonded indebtedness by the said Timber Company determined to be issued in the aggregate sum of \$600,000.00, represented by bonds numbered from 1 to 600, both inclusive, of the denomination of \$1,000.00 each, the bonds being dated June 4, 1910, and maturing thereafter serially, the last of which bonds would by its terms become due November 1st, 1921, and the said bonds representing the said bonded indebtedness were by the said Timber Company duly negotiated, sold and delivered.