

MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

PIONEER INC., TACOMA—127862

JONES, EUREKA, LEAF, PAT. FEB. 7, 1905

BEFORE THEIR MATURITY ALL OR ANY OF THE OUTSTANDING BONDS SECURED HEREBY, BY DEPOSIT WITH THE TRUSTEE FOR THE BENEFIT OF THE HOLDER OF THE BONDS TO BE REDEEMED THE SUM OF MONEY EQUAL TO THE PRINCIPAL AMOUNT OF SUCH BONDS, TOGETHER WITH ALL INTEREST DUE THEREON AT THE DATE OF SUCH REDEMPTION AND A PREMIUM OF THREE (3) PER CENT OF THEIR FACE VALUE. WHENEVER THE COMPANY SHALL DESIRE TO REDEEM ANY BONDS IT SHALL NOTIFY THE TRUSTEE OF THE AGREGATE PRINCIPAL AMOUNT OF THE BONDS WHICH IT PROPOSES TO SO REDEEM AT LEAST 30 DAYS PRIOR TO THE DATE OF SUCH REDEMPTION. THE TRUSTEE SHALL THEREUPON DETERMINE BY LOT THE SERIAL NUMBER OR NUMBERS OF THE BOND OR BONDS TO BE REDEEMED, AND SHALL IMMEDIATELY NOTIFY THE HOLDER THEREOF THAT SUCH BOND WILL BE REDEEMED AND OF THE DATE OF SUCH REDEMPTION, OR IN CASE THE HOLDER THEREOF IS UNKNOWN, OR THE POST-OFFICE ADDRESS OF SUCH HOLDER IS UNKNOWN, SHALL PUBLISH SUCH NOTICE IN THE NEXT ISSUE OF THE SKAMANIA COUNTY PIONEER, OR SOME OTHER NEWSPAPER OF GENERAL CIRCULATION IN SKAMANIA COUNTY WASHINGTON TO BE SLEECTED BY SAID TRUSTEE. IF SUCH BOND BE PRESENTED FOR REDEMPTION THE TRUSTEE SHALL PAY TO THE HOLDER THEREOF FROM FUNDS WHICH SHALL BE DEPOSITED BY THE COMPANY ON OR BEFORE SAID REDEMPTION DATE, THE PRINCIPAL THEREOF AND INTEREST AND PREMIUM AFORESAID. IN CASE SUCH BOND SHALL NOT BE PRESENTED FOR REDEMPTION THE TRUSTEE SHALL HOLD THE MONEYS DEPOSITED AS A SPECIAL TRUST FUND FOR THE BENEFIT OF THE HOLDER OF SUCH BOND, BUT NO FURHTER INTEREST SHALL ACRUE ON ANY BOND CALLED AFTER SUCH REDEMPTION DATE, AND ALL INTEREST COUPONS MATURING THEREAFTER SHALL BECOME NULL AND VOID. IN CASE THE HOLDER OF ANY BOND OR COUPON SHALL NOT WITHIN SIX YEARS AFTER THE DATE FIXED AS AFORESAID FOR THE REDEMPTION OF SUCH BOND, OR OF THE BOND TO WHICH SUCH COUPON SHALL APPERTAIN, DEMAND PAYMENT OF THE AMOUNT SO DEPOSITED FOR PAYMENT OF SUCH BOND OR COUPON, THE TRUSTEE SHALL UPON DEMAND OF THE COMPANY, ITS SUCCESSORS OR ASSIGNS, PAY THE AMOUNT SO DEPOSITED FOR THE PAYMENT OF SUCH BOND OR COUPON TO THE COMPANY, ITS SUCCESSORS OR ASSIGNS, AND ALL LIABILITY OF THE TRUSTEE WITH REFERENCE TO SUCH MONEY SHALL THEREUPON CEASE.

SECTION 2. THE COMPANY COVENANTS THAT ON THE FIRST DAY OF EACH MONEY IT WILL PAY TO THE TRUSTEE, AS AND FOR A SINKING FUND TO BE SPECIALLY APPLIED TO THE PURCHASE OR REDEMPTION OF BONDS WHICH SHALL HAVE BEEN ISSUED HEREUNDER, THE SUM OF \$50.00. WHENEVER THE TRUSTEE SHALL HAVE SUFFICIENT MONEY ON HAND IN THE SINKING FUND IT MAY, AT ITS DISCRESSION PURCHASE ANY OF THE BONDS ISSUED HEREUNDER AT MARKET VALUE, BUT NOT EXCEEDING PAR AND ACCRUED INTEREST AND A PREMIUM OF THREE (3) PER CENT, OR IN CASE BONDS SHALL NOT HAVE BEEN SO PURCHASED IT SHALL AT THE NEXT INTEREST DATE REDEEM IN THE MANNER HEREIN PROVIDED AS MANY BONDS AS THERE SHALL BE FUNDS ON HAND TO SO REDEEM. ALL BONDS SO PURCHASED OR REDEEMED SHALL BE MARKED "PROPERTY OF THE SINKING FUND AND NOT NEGOTIABLE" AND BE RETAINED BY THE TRUSTEE. IN MAKING ANY PAYMENTS ON ACCOUNT OF SINKING FUND THE COMPANY MAY AT ITS OPTION DEPOSIT ANY OF THE BONDS HEREBY SECURED OR MATURED, OR UNPAID COUPONS, WHICH SHALL BE ACCEPTED AT THEIR FACE VALUE AS THE EQUIVALENT OF CASH AND SHALL BE CREDITED UPON SAID SINKING FUND FOR THE NEXT SUCCEEDING MONTHS.

ARTICLE IV.

RIGHTS AND REMEDIES IN CASE OF DEFAULT.

SECTION 1. UNTIL DEFAULT SHALL HAVE BEEN MADE IN THE PAYMENT OF PRINCIPAL OR INTEREST OF THE BONDS HEREBY SECURED, OR IN PERFORMANCE OF THE TERMS OR CONDITIONS HEREOF, OR THE HAPPENING OF ANY OF THE EVENTS ENUMERATED HEREIN AS CONSTITUTING A BREACH HEREOF OR AS GROUNDS FOR DECLARATION OF DEFAULT, THE COMPANY SHALL BE SUFFERED AND PERMITTED TO RETAIN POSSESSION OF THE PROPERTY HEREIN DESCRIBED AND MORTGAGED, AND SUBJECT TO THE TERMS AND CONDITIONS, OPERATE AND CONDUCT THE BUSINESS OF THE COMPANY.

SEC. 2. IN CASE DEFAULT BE MADE IN THE PAYMENT OF THE PRINCIPAL OR INTEREST ON