

MORTGAGE RECORD S
SKAMANIA COUNTY, WASHINGTON

PIONEER INC., TACOMA, 127642

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

OR ANY RIGHT, POWER OR REMEDY OF THE HOLDERS OF THE BONDS HEREBY SECURED. SUCH LIENS, RIGHTS, POWERS AND REMEDIES SHALL CONTINUE IN EFFECT AS BEFORE, EXCEPT AS AGAINST THE PURCHASER OF ANY PROPERTY UNDER SALE AS HEREIN PROVIDED. ALL MONEYS COLLECTED BY THE TRUSTEE UNDER THIS ARTICLE, LESS THE COSTS AND EXPENSES OF COLLECTION INCLUDING ATTORNEY AND RECEIVER OR MANAGERS FEES AS HEREIN PROVIDED, SHALL BE APPLIED TOWARD THE PAYMENT OF THE BONDS AND COUPONS HEREBY SECURED.

ARTICLE V.

DISCHARGE OF INDENTURE.

IF WHEN THE BONDS HEREBY SECURED SHALL BECOME DUE AND PAYABLE, THE COMPANY SHALL WELL AND TRULY PAY, OR CAUSE TO BE PAID, THE WHOLE AMOUNT OF THE PRINCIPAL DUE UPON ALL OF THE BONDS AND COUPONS HEREBY SECURED, AND THEN OUTSTANDING, OR SHALL DELIVER, OR CAUSE TO BE DELIVERED, TO TRUSTEE FOR CANCELLATION ALL THE BONDS ISSUED HEREUNDER TOGETHER WITH ALL UNMATURED COUPONS THEREUNTO BELONGING, AND SHALL PAY, OR CAUSE TO BE PAID, ALL OTHER SUMS DUE HEREUNDER AND SHALL WELL AND TRULY KEEP AND OBSERVE AND PERFORM ALL THE THINGS HEREIN REQUIRED TO BE KEPT, OBSERVED AND PERFORMED BY THE COMPANY, ACCORDING TO THE TRUE INTENT AND PURPORT OF THIS INDENTURE, AND SHALL WELL AND TRULY PAY ALL NECESSARY EXPENDITURES OF THE TRUSTEE HEREIN, THEN AND IN THAT CASE, ALL PROPERTY, RIGHTS AND INTEREST HEREBY CONVEYED SHALL REVERT TO THE COMPANY, AND THE ESTATE, RIGHT, TITLE, AND INTEREST OF THE TRUSTEE HEREIN SHALL THEREUPON CEASE AND BE DETERMINED AND THE TRUSTEE, IN SUCH CASE, UPON DEMAND OF THE COMPANY, OR ITS SUCCESSORS OR ASSIGNS, AND AT THE COST AND EXPENSE OF THE COMPANY, SHALL ENTER SATISFACTION AND DISCHARGE OF THIS INDENTURE UPON THE PUBLIC RECORDS AND DELIVER TO THE COMPANY, OR TO WHOMSOEVER SHALL BE ENTITLED THERETO ALL SECURITY, MONEY, OR OTHER PROPERTY, HELD BY THE TRUSTEE HEREUNDER.

ARTICLE VI.

CONCERNING TRUSTEE.

THE TRUSTEE ACCEPTS THIS TRUST UPON THE FOLLOWING TERMS AND CONDITIONS:

A. THE TRUSTEE MAY BUY, SELL, HOLD, OWN AND DEAL IN ANY OF THE BONDS ISSUED UNDER THIS INDENTURE AND MAY TAKE, OR JOIN IN ANY ACTION PROPER TO BE TAKEN BY ANY BONDHOLDER AS FREELY AND WITH LIKE EFFECT AS IF SUCH TRUSTEE WERE NOT A PARTY TO THIS INDENTURE.

B. THAT IT MAY EXECUTE ANY OF THE TRUSTS OR POWERS HEREOF AND PERFORM ANY DUTY REQUIRED OF IT BY OR THROUGH ATTORNEYS, AGENTS, RECEIVERS, OR EMPLOYEES, AND SHALL BE ENTITLED TO ADVICE OF COUNSEL CONCERNING ALL MATTERS OF TRUST HEREOF AND ITS DUTY HEREUNDER AND IT MAY IN ALL CASES PAY SUCH REASONABLE COMPENSATION AS IT MAY DEEM PROPER TO SUCH ATTORNEY, AGENT, RECEIVER, OR EMPLOYEE; AND ANYTHING DONE OR SUFFERED TO BE DONE BY THE TRUSTEE IN ACCORDANCE WITH THE OPINION OF COUNSEL SHALL BE CONCLUSIVE IN FAVOR OF THE TRUSTEE AND SHALL BE BINDING UPON THE COMPANY AND ALL HOLDERS OF BONDS SECURED HEREBY.

C. THE TRUSTEE SHALL NOT BE RESPONSIBLE FOR ANY RECITALS HEREIN OR IN SAID BONDS, OR FOR THE SUFFICIENCY OR VALIDITY HEREOF OR OF ANY SUPPLEMENTAL AGREEMENTS OR INSTRUMENTS OR FOR THE VALUE OR TITLE OF THE MORTGAGED PROPERTY OR THE MANAGEMENT OF THE SAME, OR AS TO THE MAINTENANCE OR SECURITY THEREOF; AND SHALL NOT BE BOUND TO ASCERTAIN OR INQUIRE AS TO THE PERFORMANCE OR OBSERVANCE OF ANY COVENANT, CONDITION OR AGREEMENT ON THE PART OF THE COMPANY.

D. THE TRUSTEE SHALL NOT BE COMPELLED TO DO ANY ACT HEREUNDER OR TO DEFEND ANY SUIT IN RESPECT HEREOF UNLESS INDEMNIFIED AGAINST LOSS, COST, LIABILITY AND EXPENSES.

E. THE TRUSTEE SHALL NOT BE LIABLE FOR ANY ACTION TAKEN IN GOOD FAITH AND BELIEVED TO BE WITHIN THE POWER CONFERRED OR BE RESPONSIBLE FOR THE CONSEQUENCE OF ANY