

MORTGAGE RECORD S

SKAMANIA COUNTY, WASHINGTON

"PIONEER" INC., TACOMA—127492

JONES EUREKA LEAF, PAT. FEB. 7, 1905

Section 2. All sums expended by the Trustee or any one or more bondholders under the provisions of section 1 above, together with interest at the rate of seven (7%) per cent per annum from the date of such expenditure to the date of payment shall become a part of the indebtedness secured hereby and a lien against said security under this indenture prior to the lien of said bonds, and the Mortgagor hereby agrees to repay to the Trustee, bondholder or bondholders expending any such sums upon demand all costs and expenses so incurred, together with interest as hereinbefore provided.

Section 3. If one or more of the following events (hereinafter called events of default) shall happen, that is to say, if

(a) Default shall be made in the due and punctual payment of any interest on any bond secured hereby when and as the same shall become payable, or default shall be made in the payment of principal of any such bond; or

(b) Default shall be made in the observance or due performance of any other covenant or condition herein required to be kept or performed by the Mortgagor, its successors or assigns, and said default shall continue for a period of sixty (60) days after written notice thereof to the president or secretary or any trustee of the Mortgagor from the Trustee or from the holders of forty (40%) per cent or more in amount of the face value of the bonds hereby secured and then outstanding.

then the Trustee may, without notice, in its discretion, or upon the written request of the holders of forty (40%) per cent in face value of the outstanding bonds secured hereby, shall declare the principal of all outstanding bonds to be due and payable and upon such declaration by the Trustee the entire principal with accrued interest, of said bonds then outstanding, without notice, shall become at once due and payable; provided, however, that such declaration may be waived as provided in Section 10 of this article. It is expressly understood and agreed that time is of the essence of all and singular the provisions hereof upon the part of the Mortgagor to be performed and in case of any such event of default the Trustee may, without notice in its discretion, or upon the written request of the holders of forty (40%) per cent in face value of the outstanding bonds secured hereby (and upon being indemnified to its satisfaction) shall proceed either to foreclose this mortgage and Deed of Trust, by appropriate legal or equitable proceedings, or to bring or take in its discretion any action and/or proceedings in law or equity that in its judgment may be necessary or proper to carry out and enforce the performance of the provisions of this Mortgage and Deed of Trust, and to protect the interests of the holders of said bonds.

Section 4. In the event of the institution of any suit or action to foreclose this Mortgage and Deed of Trust as hereinafter provided all unpaid bonds then outstanding, which by their terms are not then due, shall immediately become due and payable without further notice.

Section 5. No delay or omission of the Trustee or of the bondholders to exercise any rights or powers accruing on any default shall impair such right or power or be construed to be a waiver of such default or acquiescence therein, and any power or remedy given to the Trustee by this indenture may be exercised from time to time as may be considered expedient by said Trustee as in.

Section 6. In any action brought to foreclose this Mortgage and Deed of Trust a reasonable sum to be fixed by the Court as attorneys' fees for plaintiff's attorneys shall be included in the Judgment rendered pursuant to such foreclosure proceedings, and it shall be lawful for the Trustee or for any one or more of the bondholders to purchase the mortgaged property at foreclosure sale, but it is not intended by this section to limit or restrict the right of the Trustee to recover attorneys' fees to a foreclosure action or suit which shall have proceeded to judgment; but in all cases where the Trustee shall have employed an