

# MORTGAGE RECORD S

## SKAMANIA COUNTY, WASHINGTON

"PIONEER" INC., TACOMA—187682

JONES EUREKA LEAF, PAT. FEB. 7, 1905

this indenture or to enforce any right hereunder, except in the manner herein provided, and that all proceedings hereunto shall be instituted, had and maintained in the manner herein provided, for the equal benefit of all holders of such outstanding bonds or coupons.

### ARTICLE VII.

#### Concerning Release of this Indenture

Section 1. If the Mortgagor shall well and truly pay and discharge all of the principal and interest of the bonds secured hereby at the time and in the manner therein and herein specified or shall provide for such payment or for the redemption of said bonds and the whole thereof by depositing in cash with the Trustee the entire amount necessary for such payment or for redemption and shall well and truly do and perform all the matters and things on its part to be done and performed, then and in that event this indenture shall become void and the estate, right, title and interest of the Trustee hereby created shall cease and determine, and the Trustee shall, upon demand, forthwith execute to the Mortgagor a good and sufficient release and discharge of this instrument and the lien created hereby.

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### ARTICLE VIII.

#### Miscellaneous Provisions.

Section 1. The word "Trustee" in this indenture shall be held to include and mean not only the Trustee herein named, but also any and all successors in trust and such successor or successors in trust shall hold under and be governed by the provisions, terms and conditions hereof, and have and exercise all powers, rights and duties hereby covered or provided for as fully as though herein specifically named as Trustee, and whenever in this indenture either of the parties hereto is named or referred to, it shall be deemed to include the successors or assigns of said parties as the case may be; the words "bond", "bondholder" and "holder" shall include the plural as well as the singular number; the words "board of trustees" shall be held and concluded to mean the then Board of Trustees. All covenants, terms, warrants and agreements herein contained by or on behalf of the Mortgagor or said Trustee shall bind and inure to the benefit of their respective successors or assigns, whether so expressed or otherwise.

Section 2. The signature of said Trustee by any one of its officers to the certificate on each of said bonds shall be sufficient authentication thereof.

Section 3. The Trustee and its office in Portland, Oregon, shall keep a sufficient register of bonds issued hereunder, which register shall at all reasonable times be open to the Company's inspection, and on presentation for such purpose the Trustee will register therein any bonds issued under the provisions hereof. Upon presentation of any such registered bonds, together with a written request to transfer the same executed by the registered holder, such bonds shall be transferred upon the register. But the Trustee shall be entitled to make reasonable regulations to assure that the parties entitled to register said bonds or to transfer the registry thereof are in truth and in fact the parties who have signed the said requests. The registered holder of any such bond may also cause the same to be registered as payable to bearer, in which case transferrability by delivery shall be restored and thereafter the principal of such bond shall be payable to the person presenting the name of the holder. Successive registrations and transfers as aforesaid may be made from time to time as desired and each registration shall be noted by the Trustee on the bond. Every coupon shall continue to pass by delivery and shall be payable to bearer whether or not the bond to which it belongs has been registered.

Section 4. As to all bonds registered as to principal, the person in whose name the same shall have been registered shall be deemed to be the owner thereof and payment of or on account of the principal of such bond shall be made only to or upon the order of such