

MORTGAGE RECORD S
SKAMANIA COUNTY, WASHINGTON

"PIONEER" INC., TACOMA—127662

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

SUCH SALE AND SUCH ADDITIONAL SUM AS THE COURT SHALL ADJUDGE REASONABLE AS ATTORNEYS FEES IN SUCH SUIT OR ACTION WHICH THE SAID MORTGAGOR AGREES TO PAY IN CASE SUIT OR ACTION IS INSTITUTED TO FORECLOSE THIS MORTGAGE AND THE OVERPLUS, IF ANY THERE BE, SHALL BE PAID BY THE PARTY MAKING SUCH SALE ON DEMAND TO THE MORTGAGOR, ITS SUCCESSORS OR ASSIGNS, AND THE SAID TRUSTEE IS HEREBY SPECIFICALLY AUTHORIZED AND EMPOWERED TO BRING SUCH SUIT OR ACTION.

8. UPON THE FILING OF A COMPLAINT FOR FORECLOSURE OF THIS MORTGAGE THE COURT WHERE THE COMPLAINT MAY BE FILED AT THE TIME OF THE FILING THEREOF OR AT ANY TIME THEREAFTER SHALL UPON APPLICATION THEREFOR APPOINT A RECEIVER WITH USUAL POWERS WHO SHALL TAKE IMMEDIATE POSSESSION OF THE PROPERTY DESCRIBED IN THIS MORTGAGE AND DEED OF TRUST AND DEMAND, RECEIVE AND RECOVER ALL RENTS, REVENUES, TOLLS AND PROFITS THEREFROM AND PAY OUT OF THE SUM SO COMING INTO HIS HANDS ALL TAXES, ASSESSMENTS, INSURANCE PREMIUMS, OR OTHER NECESSARY EXPENSES OR CHARGES OF RECEIVERSHIP AND APPLY THE NET INCOME UPON THE INDEBTEDNESS SECURED HEREBY. SUCH RECEIVERSHIP SHALL CONTINUE DURING THE PENDENCY OF SUCH ACTION AND UNTIL THE SALE OF SAID PREMISES OR THE DISCHARGE OF ALL INDEBTEDNESS OR MONEYS SECURED HEREBY.

9. THE TRUSTEE SHALL NOT BE COMPELLED TO TAKE ANY ACTION AS TRUSTEE UNTIL AND UNLESS PROPERLY INDEMNIFIED TO ITS FULL SATISFACTION; THAT THE TRUSTEE SHALL NOT AT ANY TIME BE ACCOUNTABLE EXCEPT FOR THE APPLICATION OF FUNDS RECEIVED BY IT NOR IN ANY OTHER MANNER ACCOUNTABLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER, EXCEPT FOR BAD FAITH OR WILLFUL NEGLECT.

10. THIS MORTGAGE IS A FIRST MORTGAGE LIEN UPON THE TOLLS AND INCOME FROM THE OPERATION OF THE TOLL BRIDGE OF THE MORTGAGOR AND A SECOND MORTGAGE UPON THE SAID BRIDGE AND THE LANDS AND PREMISES UPON WHICH THE SAME IS SITUATE. ALL OF THE PROVISIONS OF THE SAID MORTGAGE AND DEED OF TRUST BEARING DATE THE 1ST DAY OF OCTOBER, 1925, WITH REFERENCE TO THE POWERS AND DUTIES OF THE TRUSTEE OR THE MANNER OF ADMINISTERING THE TRUST CONTAINED IN SAID MORTGAGE SHALL BE APPLICABLE OF THE TRUST HEREIN CREATED, UNLESS INCONSISTENT HEREWITH TO THE SAME EXTENT AS IF FULLY SET FORTH HEREIN AND THE SAME SHALL BE RESORTED TO FOR THE PURPOSE OF RESOLVING ANY AMBIGUITY OR DETERMINING ANY POWER OF THE TRUSTEE NOT SPECIFICALLY COVERED HEREIN.

11. IF THE MORTGAGOR SHALL WELL AND TRULY PAY AND DISCHARGE ALL THE PRINCIPAL AND INTEREST OF THE DEBENTURE BONDS SECURED HEREBY AT THE TIME AND IN THE MANNER HEREIN SPECIFIED AND ALL MONEYS WHICH MAY BECOME DUE HEREUNDER THEN THE TRUSTEE SHALL FORTHWITH EXECUTE TO THE MORTGAGOR A GOOD AND SUFFICIENT RELEASE AND DISCHARGE OF THIS INSTRUMENT AND THE LIEN HEREBY CREATED. THE SAID TRUSTEE BEING HEREBY GIVEN FULL POWER TO RELEASE AND DISCHARGE THIS MORTGAGE AND DEED OF TRUST WITHOUT THE JOINDER OF ANY HOLDER OR HOLDERS OF BONDS UPON THE RECEIPT OF THE MONEYS BY THE TRUSTEE TO DISCHARGE ALL BONDS OUTSTANDING EVEN THOUGH SOME PORTION OF SAID BONDS MAY NOT HAVE BEEN PRESENTED FOR PAYMENT.

IN WITNESS WHEREOF THE WAUNA TOLL BRIDGE COMPANY HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME, AND BEHALF BY ITS PRESIDENT AND SECRETARY THEREUNTO DULY AUTHORIZED AND HAS CAUSED ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND THE SAID BAKER-BOYER NATIONAL BANK OF WALLA WALLA, WASHINGTON, IN EVIDENCE OF ITS ACCEPTANCE OF THE TRUST HEREBY CREATED HAS LIKEWISE CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME AND BEHALF BY BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AS OF THE DATE FIRST ABOVE WRITTEN. EXECUTED IN TRIPLICATE.