

MORTGAGE RECORD T
SKAMANIA COUNTY, WASHINGTON

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JOHNSON-COX COMPANY, PRINTERS, TACOMA — 42956

Third.—Any surplus thereof remaining to the Company, its successors or assigns or to whosoever may be lawfully entitled to receive the same.

Section 93. In case of default on its part as aforesaid, neither the Company or any other corporation or any individual or co-partnership owning any of the mortgaged and pledged property nor any one claiming through or under them, it or him shall or will set up claim, or seek to take advantage of any appraisement, valuation, stay extension or redemption laws now or hereafter in force in any locality where any of the mortgaged and pledged property may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the mortgaged and pledged property, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereof, but the Company, for itself and all who may claim through or under it hereby waives the benefit of all such laws and hereby waives all right of appraisement and redemption to which it may be entitled under the laws of the States of Oregon or Washington or of any other State where any of the mortgaged and pledged property may be situated. And the Company, for itself and all who may claim through or under it, waives ^{and all} any right to have the estates compromised in the security intended to be created hereby marshaled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the mortgaged and pledged property as an entirety. Any other corporation or any individual or co-partnership owning any part of the mortgaged and pledged property shall by subjecting such property to the lien of this indenture be deemed to waive all rights and benefits (as applied to it, them or him) which are waived by the Company by this section 93.

Section 94.—The Company covenants that if default shall be made in the payment of the principal of any bond hereby secured when the same shall become payable, whether by the maturity of said bonds or by declaration as authorized by this indenture, or in case of a sale of the character specified in Section 88 hereof, then upon demand of the Trustees, the Company will pay to the Corporate Trustee, for the benefit of the holders of the bonds and coupons then outstanding hereunder the whole amount due and payable on all such bonds and coupons for principal and interest, with interest upon the overdue principal at the same rate born by the bonds which are overdue, together with any other sums due and owing by the company under any of the provisions hereof; and in case the Company shall fail to pay the same forthwith upon such demand the Trustees, or either of them, in their own name or the name of either and as trustees or trustee (as the case may be) of an express trust shall be entitled to sue for and ^{to} recover judgment for the whole amount so due and unpaid, and in case of the pendency of any receivership, insolvency or bankruptcy proceedings affecting the Company or its property, to file and prove a claim for the whole amount so due and unpaid, with interest as aforesaid.

The Trustees, or either of them, to the extent permitted by law, shall be entitled to sue and recover judgment and/or to file and prove such claim as aforesaid either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the mortgaged and pledged property, and in case of a sale of any of the mortgaged and pledged property and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustees, or either of them, in their own name or the name of either and as trustees or trustee (as the case may be) of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all the bonds and coupons then outstanding hereunder, for the benefit of the holders thereof (subject to the provisions of Section 136 hereof limiting the right of holders of bonds, moneys for the payment of which have been repaid to the Company), and the Trustees or either of them, shall be entitled to recover