

# MORTGAGE RECORD T

SKAMANIA COUNTY, WASHINGTON

effect whatever either as respects(1) all bonds theretofore authenticated and delivered by the Corporate Trustee hereunder and then outstanding and/or(2) as to any bonds and/or all bonds thereafter authenticated and delivered by the Corporate Trustee hereunder, and in any such event a supplemental indenture setting out in detail the stipulations contained in such resolution shall be made.

## ARTICLE XX. MISCELLANEOUS.

Section 134. Nothing in this indenture, expressed or implied, is intended or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding hereunder, any right, remedy, or claim under or by reason of this indenture or any covenant, condition or stipulation hereof, and all the covenants, stipulations, promises and agreements in this indenture contained by or on behalf of the Company shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and the coupons outstanding hereunder.

Section 135. Except as otherwise provided in this indenture, any cash held by the Corporate Trustee under any of the provisions of this Indenture shall, at the request of the Company evidenced by a resolution, be invested or reinvested by the Corporate Trustee in any bonds or other obligations of the United States of America designated by the Company or in any obligations which are lawful investments for Savings Banks under the laws of the States of California, Oregon or New York, or of the Commonwealth of Massachusetts or Pennsylvania, designated by the Company and not disapproved by the Corporate Trustee, and until a completed default specified in Section 82 hereof shall have occurred and be continuing, any interest on such bonds, obligations and securities which may be received by the Corporate Trustee shall be forthwith paid to the Company. Such bonds, obligations and securities shall be held by the Corporate Trustee as a part of the mortgaged and pledged property and subject to the same provisions hereof as the cash used to purchase the same, but upon a like request of the Company, the Corporate Trustee shall sell all or any designated part of the same and the proceeds of such sale shall be held by the Corporate Trustee subject to the same provisions hereof as the cash used by it to purchase the bonds, obligations and securities so sold. If such sale shall produce a net sum less than the cost of the bonds or other obligations so sold, the Company covenants that it will pay promptly to the Corporate Trustee such amount of cash as with the net proceeds from such sale will equal the cost of the bonds or other obligations so sold, and if such sale shall produce a net sum greater than the cost of the bonds or obligations so sold, the Corporate Trustee shall promptly pay to the Company an amount in cash equal to such excess.

Section 136. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof, the Company, having deposited with the Corporate Trustee for the purpose, or having left with it previously so deposited, funds sufficient to pay the principal of such bonds (and premium if any), together with all interest due thereof to the date of maturity of such bond or to the date fixed for the redemption thereof, or to pay such coupon, as the case may be, for the use and benefit of the holder thereof, then and in every such case, interest on said bonds or on said overdue coupons, and all liability of the Company to the holder of said bond for the payment of the principal and interest thereon (and premium, if any), or to the holder of said overdue coupon for the payment thereof and the interest thereon, as the case may be, shall forthwith cease, determine and be completely discharged; and thereupon it shall be the duty of the Corporate Trustee to hold the funds, so deposited, for the benefit of the holder of such bond or overdue