

MORTGAGE RECORD T  
SKAMANIA COUNTY, WASHINGTON

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JOHNSON-COX COMPANY, PRINTERS, TACOMA 42958

leaseholds, heat, light, gas, power and water contracts, street lighting contracts, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to real estate or the occupancy of the same and (except as hereinafter expressly excepted) all the right, title and interest of the company in and to all other property of any kind or nature appertaining to and/or used and/or occupied and/or enjoyed in connection with any property hereinbefore described;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 73 hereof, hereinafter contained) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED BY THE COMPANY that all the property, rights, and franchises acquired by the Company after the date hereof (except any hereinafter expressly excepted) shall be as fully embraced within the lien hereof as if such property were now owned by the Company and were specifically described herein and conveyed hereby.

PROVIDED THAT the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Indenture, viz: Cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter specifically pledged, paid or deposited or delivered hereunder or hereinafter covenanted so to be.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto the Individual Trustee and/or (to the extent of its legal capacity to hold the same for the purposes hereof) to the Corporate Trustee and/or its and/or their successors and assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth, for the benefit and security of those who shall hold the bonds and coupons issued and to be issued hereunder, or any of them, in accordance with the terms of this Indenture without preference, priority or distinction as to lien of any of said bonds and coupons over any others thereof by reason of priority in the time of the issue or negotiation thereof, or otherwise, subject, however, to the provisions in reference to extended, transferred or pledged coupons and claims for interest hereinafter set forth; it being intended that the lien and security of all of said bonds and coupons of all series issued or to be issued hereunder shall take effect from the execution and delivery of this Indenture, and that the lien and security of this Indenture shall take effect from the date of execution and delivery hereof as though all of the said bonds of all series were actually authenticated and delivered and issued upon such date.

PROVIDED HOWEVER, and these presents are upon the condition that if the company, its successors or assigns, shall pay or cause to be paid the principal and interest on said bonds, at the times and in the manner stipulated therein and herein, and shall keep, perform and observe all and singular the covenants and promises in said bonds and in this indenture expressed as to be kept, performed and observed by or on the part of the company, then this Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to be and remain in full force and affect. IT IS HEREBY COVENANTED, DECLARED AND AGREED by and between the parties hereto that all such bonds and coupons are, to be issued, authenticated and delivered, and that all property subject or to become subject hereto is to be held subject to the further covenants, conditions, uses and trusts hereinafter set forth and the Company, for itself and its successors and assigns, does hereby covenant and agree to and with the Trustee and their successors or successors in such trust, for the benefit of those who shall hold said bonds and interest coupons, or if any of them, as follows: said bonds and interest coupons, or any of them, as follows: