

# MORTGAGE RECORD T

## SKAMANIA COUNTY, WASHINGTON

Section 38. That it will keep an office or agency, while any of the bonds issued hereunder are outstanding, at any and all places at which the principal or interest of any of said bonds shall be payable, where notices, presentations and demands to or upon the company in respect of such bonds or coupons as may be payable at such places or in respect of this indenture may be given or made, and for the payment of the principal thereof and interest thereon. The Company will from time to time give the corporate Trustee written notice of the location of such office or offices or agency or agencies, and in case the Company shall fail to maintain such office or offices or agency or agencies or to give the corporate Trustee written notice of the location thereof, any such notice, presentation or demand in respect of said bonds or coupons or of this indenture may be given or made, unless other provisions is expressly made herein, to or upon the Corporate Trustee at its principal office in the Borough of Manhattan, The city of New York, and the company hereby authorizes such presentation and demand to be made to and such notice to be served on the Corporate Trustee in either of such events and the principal of and interest on said bonds shall in such event be payable at said office of the Corporate Trustee.

Section 39. That it will pay or cause to be paid all taxes and assessments lawfully levied or assessed upon the mortgage and pledged property, or upon any part thereof or upon any income therefrom, or upon the interest of the Trustee in the mortgaged and pledged property when the same shall become due, and will duly observe and conform, or cause the owner thereof to duly observe and conform, to all valid requirements of any governmental authority relative to any of the mortgaged and pledged property, and all covenants, terms and conditions upon or under which any of the mortgaged and pledged property is held; that it will not suffer or permit any lien (other than the lien for taxes or assessments or governmental charges then due) to be hereafter created upon the mortgaged and pledged property, or any part thereof or the income therefrom, prior to the lien of these presents, except prior liens and any mortgage or other lien (a) on any property hereafter acquired by the company, (b) on any property acquired by any other corporation or any individual or co-partnership which shall become subject to the lien of this indenture by reason of any <sup>after</sup> acquired property clause contained in any conveyance or other instrument previously subjecting property to the lien of this indenture (c) or on any property subjected to the lien of this indenture by any other corporation or by any individual or Co-partnership, which shall exist thereon just prior to such acquisition or subjection or which shall be vendors lien or purchase money mortgages, and that within four months after the accruing of any lawful claims or demands for labor, materials, supplies or other objects, which if unpaid might by law be given precedence over the lien of this indenture as a lien or charge upon any of the mortgaged and pledged property or the income thereof, it will pay or cause to be <sup>or caused to be discharged</sup> discharged or make adequate provisions to satisfy or discharge the same; provided, however, that nothing in this Section contained shall require the Company to observe or conform, or cause the owner of any property subject to the lien of this indenture to observe or conform to any requirement of governmental authority or to cause to be paid or discharged, or to make provisions for, any such lien or charge, or to pay any such tax or assessment so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings; and provided that such security for the payment of such lien, charge or tax shall be given as the Corporate Trustee may require; and that, save as aforesaid it will not suffer any matter or thing whereby the lien hereof might or could be impaired.

Section 40. That it will keep or cause to be kept all the mortgaged property insured against fire to the extent that property of similar character is usually <sup>so</sup> insured by companies similarly situated and operating like properties, to a reasonable amount by reputable fire insurance companies, any loss, except as to materials and supplies and except any