

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

tion or loss of a bond, then Mortgagor and the Trustee shall receive satisfactory evidence of the loss or destruction of such bond and indemnity therefor satisfactory to the Mortgagor and the Trustee. The applicant for such new bond shall pay the cost of lithographing or engraving, at the option of the Trustee, and the reasonable charges of the Trustee in this connection and shall comply with such other reasonable regulations as may be prescribed by the Trustee.

Section 9. EFFECT OF EXTENDING TIME FOR PAYING BONDS OR COUPONS—If the time for paying any bonds or coupons shall be extended, whether or not the Mortgagor consents thereto, such bonds or coupons (subject to Section 10 of this Article) shall not be entitled, in case of default hereunder, to the benefit or security of this instrument, except subject to the prior payment in full of all other debts secured hereby.

Section 10. RIGHT OF BANKER TO PURCHASE BONDS AND COUPONS AT MATURITY—If the Mortgagor fails promptly to provide funds for paying bonds or coupons when and where payable Banker may at its option purchase the same when presented for payment, without giving notice to the Trustee or to anyone else, all bonds and coupons issued hereunder being hereby made expressly subject to such right of purchase. The Mortgagor and holders of the bonds or coupons so purchased hereby constitute the Banker their agent for the purpose of making such sale or sales. The bonds and coupons so purchased shall not be subject to the provisions of Section 9 of this Article and shall be deemed overdue obligations of the Mortgagor, and the purchasers thereof shall in all respects be treated as bona fide purchasers for a valuable consideration; provided, however, that if, when so purchased, the Mortgagor shall still be in default in paying any bonds or coupons of a previous maturity hereunder, then the bonds or coupons so purchased shall be subject to the provisions of said Section 9. (Pg. 16)

ARTICLE II

Section 1. REDEMPTION OF BONDS—If the Mortgagor is not then in default hereunder, it may at its option, the intention to exercise which shall be evidence by a writing filed with the Trustee at least sixty days prior to the date fixed for redemption, and on payment to the Trustee of the amount necessary for redemption, call and redeem in the manner hereinafter described all or any part of the bonds outstanding hereunder on any interest payment date at the office of the Trustee. Redemption shall be effected by payment of the face amount of each bond, accrued interest to date of redemption, and a premium of one per centum of the principal of such bond. In case less than the entire amount of bonds to mature on a given interest date shall be called for redemption, the bonds selected for redemption shall be chosen by the Trustee by lot. Only one such drawing shall be made upon any call and the result of such drawing shall determine permanently the order of redemption of the bonds within the drawing. All bonds so redeemed shall be cancelled by the Trustee and delivered to the Mortgagor. The Trustee shall give notice of such redemption by publication in a newspaper of general circulation published at Portland, Oregon, of the numbers of the bonds so redeemed and of the date of redemption thereof, such publication to be made once a week for two successive weeks prior to the date of redemption.

Section 2. If the amount necessary to redeem any bonds called for redemption as in connection therewith, shall have been deposited with the Trustee aforesaid, and to pay all proper charges and expenses of the Trustee for such purpose on or before the date specified as aforesaid, and the notice hereinbefore mentioned shall have been given by publication, the bonds so called shall be considered redeemed and interest thereon shall cease at the date specified for such redemption, and thereafter said bonds shall not be secured by the lien of this indenture but in lieu thereof the Trustee