

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

company or companies.

Section 3. TITLE—At the time of the execution and delivery hereof the Mortgagor is lawfully seized and possessed of the property hereby transferred and conveyed and of every part thereof, has a good right to convey and transfer it and each and every part thereof, free from all liens and encumbrances of every kind, and the Mortgagor will forever warrant and defend the title to the mortgaged property and to every part thereof unto the Trustee, its successors in trust and assigns, against the lawful claims of all persons whomsoever, and that so long as any of the bonds issued hereunder remain outstanding and unpaid Mortgagor will not create or suffer to be created any mortgage or other lien or charge upon the property covered by this deed of trust.

Section 4. The Mortgagor covenants and agrees that at any time it will make, execute, acknowledge and deliver, or cause to be made, executed, acknowledged and delivered, all such other and further deeds, transfers, conveyances, assignments and other assurances of title as may be necessary to vest in the Trustee an indefeasible title to the property embraced herein for the uses and purposes herein set forth, and that it will also execute such instruments in writing as shall be necessary or convenient to render the property hereby mortgaged and pledged available for the security, payment and satisfaction of the bonds secured hereby according to the intent and purpose herein expressed, and to the intent especially that this instrument shall be and remain a first lien and encumbrance on the property, real and personal, embraced herein for the security of the said bonds and the coupons thereto attached. (Pg. 19)

Section 5. Except with the Banker's prior written consent, the Mortgagor will not remove any machinery, equipment, poles, facilities or property at any time covered hereby from the county where the same is located at the time the lien hereof attaches thereto to any other county in which the lien hereof under the law would not be continued thereon after such removal.

Section 6. The Mortgagor agrees that the Trustee may at any time at its option take such steps, by legal proceedings or otherwise, in the name of the Trustee or of the Mortgagor, as the Trustee may deem necessary to protect or perfect the title of the Mortgagor to property covered hereby, and the Mortgagor promptly on demand will pay whatever expenses the Trustee may incur in this connection; provided, however, that the Trustee shall take no such steps or proceedings until after first calling on the Mortgagor so to do, specifying what action and results are desired, and unless also the Mortgagor fails to take such action within a reasonable time.

Section 7. If by decree of any court of competent jurisdiction, or by agreement, acquiescence, delinquency or failure of the Mortgagor, it loses its title to or rights in any of the mortgaged property, it will at once notify the Banker thereof, and within thirty days after demand by Banker, Mortgagor will pay therefor to the Trustee an amount approved by Banker and Mortgagor, provided, if they are unable to agree in writing within thirty days then such amount shall be fixed by the Trustee. Provided, a failure to meet the requirements of this section shall not be an event of default hereunder if the remaining assets of Mortgagor and the earnings from the remaining properties of Mortgagor subject to the lien hereof are such as to meet the requirements of Article I, Section 5 (c) for issuance of additional bonds.

Section 8. TO PROCURE EXTENSION OF FRANCHISES—The right to maintain the telephone lines, poles and equipment of Mortgagor in the several localities in which the same are now situated upon the public streets, roads, highways and grounds, expires as in said franchises