

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

any holder or any number of holders of bonds outstanding hereunder have any right to institute any suit or proceeding under this instrument, or take any action hereunder or exercise any of the powers conferred by this instrument on the Trustee.

Section 4. RIGHT OF 60% OF BONDHOLDERS TO WAIVE CERTAIN DEFAULTS BY MORTGAGOR-- Upon the written consent of the holders of at least sixty per cent par value of the bonds then outstanding hereunder, and of the Banker, the Trustee shall waive any default Pg.34 under this instrument and its consequences, except a default in paying the principal of or interest on said bonds, as such principal and interest matures in due course.

Section 5. PROOF OF OWNERSHIP OF BONDS--Whenever under this instrument any document is required or permitted to be executed by the holders of bonds or coupons, such document may be executed in as many counterparts as convenient and all counterparts shall together be deemed a single document joined in by all parties executing them. Such documents may be executed by such holders in person or by attorney duly appointed in writing. Proof of execution of such document or such power of attorney; and of the ownership of bonds, shall, in the discretion of the Trustee, be sufficient for any purpose of this instrument and conclusive in favor of the Trustee and Mortgagor with regard to any action taken or suffered by them in reliance thereon, if such proof is made in the following manner:

(a) Fact and date of such execution may be proved by the certificate of any notary public or other officer in any jurisdiction (who by the laws thereof has power to take acknowledgments therein) to the effect that the signer thereof acknowledged before him the execution thereof;

(b) The fact of the holding by any holder of bonds transferable by delivery; and the amounts and issue numbers thereof, and the fact of his holding the same, may be proved by a certificate, satisfactory to the Trustee, executed by any trust company, bank or other depository, wherever situated, stating that at the date therein mentioned such holder had on deposit with or exhibited to such company, bank or other depository the bonds described in such certificate. For all purposes of this instrument and of any proceeding pursuant hereto, such holder shall be deemed to continue the holder of such bonds until the Trustee shall have received notice in writing to the contrary;

(c) The ownership of registered bonds shall be proved by the Trustee.

The Trustee may, however, in any instance require the bondholder or bondholders to produce or deposit with the Trustee his or their bonds, or give other evidence of ownership, irrespective of whether or not such bonds are registered hereunder, anything herein or in said bonds to the contrary notwithstanding.

Section 6. RIGHT TO SELL MORTGAGED PROPERTY AS WHOLE OR IN PARCELS--The Mortgagor agrees that at any sale under this instrument the mortgaged property may be sold, at Pg.35 the Trustee's option, either as a whole, or in such parcels as the Banker considers for the best interests of the bondholders; and at the Trustee's option it may be offered, first by such parcels, and then as a whole, that offer producing the highest price for the entire property to prevail, any law, statutory or otherwise, to the contrary notwithstanding.

Section 7.. RIGHT TO APPLY BONDS AND COUPONS ON PURCHASE PRICE OF MORTGAGED PROPERTY-- Upon any sale under this instrument the purchaser, in making payment, shall be entitled (after paying all expenses required by the terms of the sale to be paid in cash) to apply toward the remainder of the purchase price any bonds and/or coupons issued hereunder and entitled to participate in the proceeds of such sale, reckoning each bond and coupon so applied at the sum payable thereon out of such proceeds. Proper receipts