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MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

any such presentation, notice or demand in respect to the Bonds or coupons or this Indenture may be made or given, unless other provision is expressly made herein, to or upon the Corporate Trustee, at its principal office, and the Company hereby authorizes any such presentation and demand to be made to, and any such notice to be served on, the corporate Trustee, at its said principal office, in such event.

SECTION 42. That, except as to that part of the mortgaged property which may hereafter be acquired by it, the Company has valid legal title to, and is possessed of, the premises, property and rights herein conveyed, or intended so to be, and has full power and lawful authority to grant, bargain and sell, and to convey, mortgage and pledge the same, as provided in and by this Indenture; and that the same are free and clear of all liens and encumbrances, except taxes or assessments not delinquent, and except as otherwise herein provided; and that it forever will warrant and defend the title to the same to the Trustees against the claims of all persons whomsoever, except as hereinbefore specifically otherwise stated.

SECTION 43. This Indenture is, and always will be kept, a direct lien upon the premises and property conveyed by the Granting Clauses hereof, except as otherwise herein provided, and subject only to such liens as are permitted by this Indenture; and, except as otherwise herein expressly permitted, the Company will not create or suffer to be created any debt, lien or charge which would constitute a lien prior to or upon a parity with the lien of this Indenture upon the trust estate or any part thereof; and the Company will duly observe and conform to all valid requirements of any governmental authority relative to any of the mortgaged property, and all covenants, terms and conditions upon or under which any of the mortgaged property is held, and will from time to time pay or cause to be paid all taxes and assessments lawfully levied or assessed upon the trust estate or upon any part thereof or upon any income therefrom, when the same shall become lawfully due and payable, and also all taxes and assessments lawfully levied or assessed upon the lien or interest of the Trustees or of the Bondholders in respect of the mortgaged property; so that the lien of this Indenture shall at all times be wholly preserved at the cost of the Company and without expense to the Trustees or the Bondholders; and the Company will not suffer any mechanics', laborers', statutory or other similar liens to remain upon the mortgaged property or any part thereof, the lien whereof might or could be held to be prior to or on a parity with the lien of this Indenture, and the Company will not suffer any other matter or thing whatsoever whereby the lien hereby created might be impaired; provided, however, that the Company shall have the right to contest, in good faith, by legal proceedings any such taxes, assessments or liens, and pending such contest may delay or defer the payment thereof, unless ^{thereby} property affected will be forfeited.

SECTION 44. The Company will not, except as herein permitted, do or suffer any act or thing whereby the trust estate might or could be impaired, and it will at all times maintain, preserve and keep the mortgaged property and every part thereof, in good condition repair and working order. The Company will from time to time make all needful and proper repairs, renewals, replacements, additions, betterments and improvements of and to the mortgaged property, so that the operations and business thereof and every part thereof shall at all times be conducted properly and advantageously; and whenever any portion of the mortgaged property shall have been worn-out or destroyed or shall have become obsolete, inefficient or otherwise unfit for use, the Company will procure substitutes of at least equal value and efficiency, so that at all times the value and efficiency of the mortgaged property shall be fully maintained. The Company will at all