

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

the mortgaged property and to carry on the business and to exercise all rights and powers of the Company, either in the name of the Company, or otherwise, as the Trustees shall deem best; and the Trustees, shall be entitled to collect and receive all earnings, income, rents, issues and profits of the same and every part thereof. After deducting the expenses of operating the mortgaged property and of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements, and all payments which they may be required or may elect to make, if any, for taxes, assessments, insurance, and other prior or proper charges upon the mortgaged property or any part thereof, as well as just and reasonable compensation for their own services, and for all superintendents, managers, receivers, agents, attorneys, counsel, servants and other employees by them engaged and employed in conducting the business of the Company, they shall apply the moneys received as aforesaid, as follows:

In case the principal of none of the Bonds shall have become due, to the payment of the interest in default, in the order of the maturity of the installments thereof, with interest on the overdue installments thereof at the respective rates borne by the Bonds, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

In case the principal of any of the Bonds shall have become due, by declaration or otherwise, first, to the payment of the interest in default, in the order of maturity of the installments thereof, with interest on the overdue installments at such respective rates borne by the Bonds, and next, to the payment of the principal of all Bonds then due, such payments to be made ratably to the persons entitled thereto, without discrimination or preference.

The foregoing provisions, however, are not intended to modify in any way the provisions of Section 40 hereof, but are subject thereto.

SECTION 66. In case one or more of the events of default shall happen and shall not have been remedied, then, and in every such case, the Trustees may, and upon the written request of the holders of at least 25% in amount of the Bonds then outstanding, shall, by notice in writing sent by registered mail to the Company and addressed to it at the principal office of the Company in Oregon, and in case another address shall have been furnished in writing to the corporate Trustee by the Company, then also to such other address, declare the principal of and interest accrued on all the Bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds contained to the contrary notwithstanding. This provision is subject, however, to the condition that if, at any time after such declaration, but before any sale of the mortgaged property shall have been made hereunder, all arrears of interest upon all the Bonds, with interest on overdue installments of interest at the respective rates borne by the Bonds, together with all sums paid or advanced by the Trustees or either of them under any provision hereof and the reasonable and proper charges, expenses and liabilities of the Trustees or either of the, their agents, attorneys and counsel, and all other sums payable hereunder, except the principal of the Bonds so declared due and payable, shall either be paid by or for the account of the Company or collected out of the mortgaged property, and the default or defaults which occasioned such declaration shall have been remedied, then, and in every such case, the holders of a majority in amount of the Bonds then outstanding, by written notice to the Company and to the corporate Trustee, may rescind and annul such declaration in its entirety; but no such action shall extend to or affect any subsequent default or impair any right consequent thereon.