

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

condition hereunder, by it to be performed or observed;

(f) the Trustees shall be under no responsibility or duty with respect to the disposition of the Bonds or the application of the proceeds thereof or of any moneys paid to the Company under any of the provisions hereof;

(g) the Trustees may execute any of the trusts or powers hereof and perform any duty hereunder either themselves or by or through their attorneys, agents or employees, and neither of the Trustees shall be responsible or accountable for any act, default, neglect or misconduct of the other or of any such attorneys, agents or employees, if reasonable care shall have been exercised in their appointment and retention, or for the exercise of any discretion or power hereunder, or for anything whatsoever in connection with this trust except his or its own willful default or gross negligence;

(h) the Trustees or either of them may, at the expense of the Company, advise with legal counsel, who may be counsel to the Company, to be selected and employed by them, and the Trustees shall not be liable for any action taken or suffered by them or either of them in good faith in accordance with the opinion of such counsel;

(i) the Company shall pay to each Trustee, from time to time on demand, a reasonable compensation for all services rendered by such Trustee hereunder (which shall not be limited to the compensation of trustees of any express trust as provided by law) and also all reasonable expenses, charges, counsel fees and other disbursements and those of their agents, attorneys and employees incurred in the administration and execution of the trusts hereby created, and the Company agrees to indemnify and save the Trustees and each of them harmless against any liability or damages which they or either of them may incur or sustain in the exercise and performance of any of their powers and duties hereunder. All such rights to compensation, reimbursement and indemnification shall include interest at the rate of six per cent. (6%) per annum from the time of creation, shall be payable on demand, and the Trustees shall have a lien for such compensation, expenses and indemnity on the mortgaged property and the proceeds thereof prior to the lien of the Bonds and coupons. For any act in which the corporate Trustee shall participate, the individual Trustee shall not be entitled to compensation;

(j) the Trustees shall not be personally liable for any debt contracted or for any expenditure made by them or either of them in operating the business of the Company or for any damage to persons or property or for any salary or non-fulfillment of any contract during any period in which the Trustees or either of them shall manage the property of the Company or any part thereof, upon entry as herein provided, and the trust estate is hereby charged with a paramount lien in favor of the Trustees and each of them as security and indemnification against any such liability;

(k) the Trustees shall be under no duty or obligation to perform any act hereunder or to appear in, institute or defend any suit in respect hereof, or of the mortgaged property, unless requested so to do by the holders of at least 25% in amount of the Bonds then outstanding and unless also one or more of the holders of the Bonds shall as often as required by the Trustees or either of them, furnish them with indemnity satisfactory to the corporate Trustee against all expense and liability. The Trustees shall not be required to ascertain or inquire as to the performance of any of the covenants or agreements herein contained on the part of the Company. Neither of the Trustees shall be required to take notice, or be deemed to