

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

### ARTICLE EIGHTEEN

#### POSSESSION UNTIL DEFAULT AND DEFEASANCE.

SECTION 101. Until the happening of an event of default, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged property, except money, securities and other personal property pledged or deposited with or required to be pledged or deposited with the corporate Trustee hereunder, and to receive and use the rents, issues, income, revenues, earnings and profits thereof, with full power in the ordinary course of business to use and consume materials and supplies, and except as herein expressly provided to the contrary, to exercise any and all rights under or in relation to choses in action, leases and contracts.

SECTION 102. If the Company shall pay and discharge the entire indebtedness hereby secured in any one or more of the following ways, to wit:

A. by well and truly paying or causing to be paid the principal of (including redemption premium, if any) and interest on all the Bonds outstanding hereunder, as and when the same become due and payable;

B. by depositing with the corporate Trustee, in trust, at or before maturity, the entire amount due and to become due on all the Bonds then outstanding hereunder, for both principal and interest, and redemption premium, if any; or

C. by delivering to the corporate Trustee, cancelled or for cancellation, Bonds outstanding hereunder, together with all unpaid coupons thereto belonging;

and if the Company shall also pay or cause to be paid all other sums payable hereunder by the Company, then and in that case this Indenture and the lien, rights and interests hereby granted shall cease, determine and become null and void; and thereupon the Trustees shall, upon demand of the Company, forthwith cause satisfaction and discharge of this Indenture to be entered upon the record at the cost and charge of the Company, and shall execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustees or either of them in and to any securities, cash (except money deposited under this Section 102) and other personal property held by them or either of them under this Indenture shall thereupon cease, determine and become null and void and the Trustees shall in such case transfer, deliver and pay the same to or upon the written order of the Company.

The Company may at any time surrender to the corporate Trustee, cancelled or for cancellation, any Bonds previously authenticated and delivered hereunder, together with all unpaid coupons thereto belonging, which the Company may have acquired in any manner whatsoever, and such Bonds and coupons, upon such surrender and cancellation, shall be deemed to be paid and retired. The corporate Trustee shall be under no duty whatsoever to inquire into the ownership of any Bonds or coupons delivered to it by the Company as aforesaid.

### ARTICLE NINETEEN

#### CONTROL OF SECURITIES PLEDGED OR DEPOSITED.

SECTION 103. The corporate Trustee may, but it shall not be obliged to, cause all shares of stock and all bonds or other securities at any time pledged or deposited with it hereunder, to be transferred into its name as Trustee, or subject to the approval of the Company, into the name of the nominee or nominees of the corporate Trustee; and shall hold the same subject to all the terms and conditions of this Indenture.

All certificates of corporate stock pledged hereunder, shall be assigned to the