

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

terest on overdue installments of interest at the rates specified in said respective bonds; and all expenses of the Trustees shall have been paid or provided for; and in case of any such waiver or rescission, or in case any proceedings taken by the Trustees, or either of them, on account of any such default shall have been discontinued or abandoned, or determined adversely, then and in every such case the Company, the Trustees, and the holders of the bonds shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 7. In case of default under this Indenture the Company will not, nor will anyone claiming through or under it, at any time, insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force, nor will it claim, take or insist upon any benefit or advantage from any law now or hereafter in force, providing for the valuation or appraisement of the mortgaged and pledged property, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained, or to the decree, judgment or order of any court of competent jurisdiction; nor after any such sale or sales will the Company claim or exercise any rights under any statute, now or hereafter made or enacted by any state or otherwise, to redeem the property so sold or any part thereof; and the Company expressly waives all benefit and advantage of any such law or laws, and covenants that it will not invoke or utilize any such law or laws in order to hinder, delay or impede the execution of any power herein granted and delegated to the Trustees, but that it will suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Company and all claiming under or through it further waives any and all right to have the estate comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof.

Section 8. The proceeds of any sale of the mortgaged and pledged property, or any part thereof, whether under any power herein contained or by virtue of any judgment or decree, shall be applied by the Corporate Trustee (or in the event the Individual Trustee shall have received such proceeds, the same shall be paid by such Individual Trustee to the Corporate Trustee and applied by the Corporate Trustee) as follows: First--To the payment of the costs and expenses of such sale, including a reasonable compensation to the Trustees, their agents, attorneys and counsel, to the payment of all necessary or proper expenses, liabilities and advances made or incurred by the Trustees, or either of them, under this Indenture, with interest thereon at the rate of six per cent (6%) per annum, and to the payment of all taxes, assessments and liens superior to the lien of this Indenture, except any taxes, assessments or other superior liens subject to which such sale shall have been made. Second--To the payment of the whole amount then owing and unpaid upon the principal and interest of the bonds then outstanding, with interest on the principal and on the overdue installments of interest, at the rates specified in said respective bonds, and, in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the bonds, then to the payment of such principal and interest, without preference or priority of principal over interest or of interest over principal or of any installment of interest over any other installment of interest ratably to the aggregate of such principal and the accrued and unpaid interest. Such payments shall be made on the date fixed therefor by the Trustees, upon presentation of the several bonds and coupons and stamping thereon the amount paid if such bonds and interest thereon be only partly paid, and upon surrender and cancellation thereof if fully paid.

The foregoing provisions, however, are subject to the provisions of Section 2 of Article II hereof.