

## MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

of an action to recover a debt secured by a mortgage shall be deemed a waiver of such security, or prohibiting the exercise of any other remedy prior to or concurrently with proceedings to enforce the lien of a mortgage upon the property, or any statute or other rule of law which now impairs or suspends the virtue of the foregoing provisions of this Article, or any thereof, and of which the Company might take advantage despite such provisions, shall hereafter be repealed or ceased to be in force, such statute or other rule of law shall not be deemed to have become or to be a part of the contract contained in this Indenture.

Section 14. Notwithstanding the use of the term "Trustees" in this Article, all of the remedies hereinbefore specified, when and if exercised, shall be exercised by the Corporate Trustee acting alone, except where the Corporate Trustee shall be disqualified by any law or otherwise, in which event the Individual Trustee is hereby empowered, acting alone, to exercise all the powers hereby conferred on the Trustees.

## ARTICLE VII. POSSESSION, USE AND RELEASE OF MORTGAGED PROPERTY.

Section. 1 While not in default as defined in Section 1 of Article VI hereof, and subject to the provisions of Section 17 of Article I. Article III, Article IV and Section 6 of this Article, the Company shall be suffered and permitted to possess, use and enjoy the mortgaged and pledged property, and to receive and use the rents, issues, income, product and profits thereof, with power, in the ordinary course of business, freely and without let or hindrance on the part of the Trustees or of the bondholders, to use and consume materials and supplies, and, except as herein otherwise expressly provided to the contrary, to exercise any and all rights under or in relation to choses in action, contracts and leases, provided, however, that the Company will not enter into or execute any lease whereby the Company leases its property to another or third party, unless the said lease contains a provision permitting the Trustees, or either of them, to revoke and cancel said lease upon any default of the Company, as defined in Article VI hereof.

Section 2. While the Company is not in default as aforesaid, it may at any time, without any release or consent by the Trustees, or accountability thereto for any consideration received by the Company:

(1) Sell or otherwise dispose of, free from the lien of this Indenture, (a) any machinery, equipment, tools or implements, motor cars and vehicles which may have become obsolete or unfit or undesirable for use, upon replacing the same by or substituting for the same new machinery, equipment, tools or implements, motor cars and vehicles; (b) any bills and accounts receivable, shares of stock, bonds, evidences of indebtedness and other securities or contracts, except shares of stock of its subsidiary, West Coast Telephone Company of California, pledged or to be pledged hereunder; and (c) any stock of goods, wares and merchandise, equipment or supplies acquired for the purpose of sale or resale in the usual course of business or for the purpose of consumption in the operation of any of the properties of the Company;

(2) subject to the provisions of Section 1 of this Article, cancel, or make changes or alterations in, or substitutions of, any and all contracts, leases and grants of rights of way;

(3) surrender or assent to the modification of any franchise or governmental consent, license, permit or right under which it may be operating, provided, that, in the event of any such surrender or modification, the Company shall still have, under some other franchise or governmental consent, license, permit or right or under the modified franchise or governmental consent, license, permit or right or under a new franchise, governmental consent, license, permit or right received in exchange for the surrendered franchise or