

MORTGAGE RECORD U

SKAMANIA COUNTY, WASHINGTON

(h) The Trustees shall not be individually liable for any debts contracted or for damages to persons or property, or for salaries or nonfulfillment of contracts during any period in which the Trustees or either of them may be in the possession of or manage the mortgaged property as in this Indenture provided.

(i) The Trustees are authorized at any time to permit any holder of a bond to inspect any statement or certificate filed by the Company.

(j) Either of the Trustees may become the owner of bonds and coupons secured hereby with the same rights it or he would have if it or he were not Trustee.

(k) The Trustees shall be entitled to reasonable compensation for all services by them rendered in the execution of the trusts hereby created, and the Company agrees to pay from time to time, upon demand, such compensation.

(l) The Trustees shall not be required to give any bond or security in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(m) At any and all reasonable times the Trustees or their duly authorized agents, attorneys, experts, engineers, accountants, and representatives, shall have the right fully to inspect any and all of the mortgaged property, including all books, papers and contracts of the Company and to make such memoranda therefrom and with regard thereto as may be desired.

Section 2. The Trustees shall have a prior lien hereunder upon the mortgaged and pledged property for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustees hereunder and the cost and expense of defending against any liability in the premises of any character whatsoever, and the Company hereby covenants and agrees to pay unto the Trustees all advances, counsel fees and other expenses reasonably made or incurred in and about the execution of the trusts hereby created.

Section 3. In case the Company shall fail seasonably to pay any tax, assessment, or governmental or other charge upon any part of the mortgaged property or shall fail to pay when due the principal or interest of any indebtedness constituting a lien prior to this Indenture on any part of the mortgaged property, or to procure and maintain reasonable and proper insurance thereon as aforesaid, the Trustees may pay such tax, assessment, or governmental or other charge, or principal or interest, or procure and maintain such insurance without prejudice, however to any rights of the Trustees or the holders of the bonds hereunder arising in consequence of such failure; and any amount at any time so paid under this section, with interest thereon from the date of payment at the rate of six (6) per cent per annum, shall be repaid by the Company upon demand, and shall become so much additional indebtedness secured by this Indenture, and the same shall be given a preference in payment over any of said bonds, and shall be paid out of the proceeds of any sale of the mortgaged property, if not otherwise paid by the Company; but the Trustees shall be under no obligation to make any such payment unless indemnified to their satisfaction against the expense thereof or furnished with means therefor.

Section 4. The Corporate Trustee may at any time resign from the trust hereby created by giving thirty (30) days' written notice to the Company, and such resignation shall take effect at the end of said thirty (30) days, provided, however, that such resignation shall not become effective until a successor Corporate Trustee has qualified as such successor Corporate Trustee. Such notice may be served personally or sent