

hereunder by reason of any expenses or liabilities incurred or advances made in connection with the management or administration of the trusts hereby created;

Second.--To the payment in full of the amounts then due and unpaid for principal and interest upon the bonds then secured hereby with interest on amounts overdue as provided in Section 3 of this Article; and in case such proceeds shall be insufficient to pay in full the amounts so due and unpaid, then to the payment thereof ratably, 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; subject, however, to the provisions of Section 15 of Article Eight hereof;

Third.--Any surplus thereof remaining to the Company, its successors or assigns, or to whomsoever may be lawfully entitled to receive the same.

Section 14. In case of an "event of default" on its part, as aforesaid, to the extent that such rights may then lawfully be waived, neither the Company nor any one claiming through or under it shall or will set up, claim, or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the "mortgaged property" may be situated, in order to prevent or hinder the enforcement or foreclosure of this Indenture, or the absolute sale of the "mortgaged property," or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, but the Company, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all rights of appraisal and redemption to which it may be entitled under the laws of the State of Oregon or of the State of Washington or of any other state where any of the "mortgaged property" may be situated. And the Company, for itself and all who may claim through or under it, waives any and all right to have the estates comprised in the security intended to be created hereby marshalled upon any foreclosure of the lien hereof, and agrees that any court having jurisdiction to foreclose such lien may sell the "mortgaged property" as an entirety.

Section 15. The Company covenants that if default shall be made in the payment of the principal of any bond hereby secured when the same shall become payable, whether by the maturity of said bonds or otherwise, then upon demand of the Trustees, the Company will pay to the Trustee, for the benefit of the holders of the bonds and coupons then secured hereby, the whole amount due and payable on all such bonds and coupons for principal and interest, and in case the Company shall fail to pay the same forthwith upon such demand, the Trustees, and each of them, in their, its or his own names or name, and as trustees or trustee of an express trust, if permitted by law so to do, shall be entitled to sue for and to recover judgment for the whole amount so due and unpaid.

The Trustees, and each of them to the extent permitted by law, shall be entitled to sue and recover judgment either before or after or during the pendency of any proceedings for the enforcement of the lien of this Indenture upon the "mortgaged property," and in case of a sale of any of the "mortgaged property" and of the application of the proceeds of sale to the payment of the debt hereby secured, the Trustees, and each of them, in their, its or his own names or name, and as trustees or trustee of an express trust shall be entitled to enforce payment of and to receive all amounts then remaining due and unpaid upon any and all bonds "outstanding hereunder" with the coupons, if any, pertaining thereto, for the benefit of the holders thereof, and the Trustee shall be entitled to recover judgment for any portion of the debt remaining unpaid, with interest. No recovery of any such judgment by the Trustees and no levy of any execution upon any such judgment upon any of the "mortgaged property" or upon any other property, shall in any manner or to any extent affect