

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

date herewith, and such default shall have continued for a period of six months; or unless (b) the Railway Company shall be in default in the due and punctual payment of the principal of any bond hereby secured, or of any bond (other than bonds held by the trustee of said Prior Lien Mortgage or by the Trustee hereunder) secured by any of the aforesaid mortgages mentioned in this Section; or unless (c) the Railway Company shall be in default in the payment of any tax, assessment or other governmental charge lawfully imposed or levied upon any part of the property and premises hereby mortgaged, or the income and profits thereof, and such default shall have continued for a period of six months after written notice thereof from the Trustee or from holders of five per cent. in amount of the bonds hereby secured; or unless (d) the Railway Company shall be in default in the due performance and observance of any covenant or condition of this indenture, and such default shall have continued beyond the period of grace, if any, herein provided for in respect of such default, and the Trustee shall have entered or shall have elected to enter into possession under the power of entry hereinafter conferred; or unless (e) the Railway Company voluntarily shall have surrendered to the Trustee possession of the mortgaged premises as hereinafter authorized--the Trustee (except with the assent of the Railway Company), shall not collect or be entitled to collect the principal or interest of any bonds or other claims or indebtedness now or hereafter subject to the lien of this indenture; and the Railway Company shall be entitled to receive all interest paid and dividends declared in respect of any bonds or stocks subject to this indenture; and from time to time (subject to the covenants in respect thereof in this Section contained), upon the request of the Railway Company, the Trustee shall deliver to it any coupons for such interest which shall have been delivered to and shall then be held by the Trustee hereunder, in order that the Railway Company may receive payment thereof for its own use, and shall deliver to the Railway Company suitable orders in favor of the Railway Company or its nominee for the payment of such dividends on any stock which shall have been transferred to, and shall then be held by, the Trustee hereunder; and the Railway Company may collect all such coupons and dividends, but not ^{by} any proceeding which the Trustee shall deem to be prejudicial to the trusts hereunder; and the Trustee at once shall pay over to the Railway Company any such interest and dividends which may be collected or received by it. In every such case the Railway Company shall be entitled for its own use to demand, receive and collect, release and discharge, the principal or interest of any such claim against, or indebtedness (other than bonds) of, any other company which shall have become subject to the lien hereof, and upon request of the Railway Company the Trustee shall execute any re-assignments or releases which may be required for that purpose.

If any such coupon, or if any evidence of any such claim or indebtedness, delivered to the Railway Company by the trustee of said Prior Lien Mortgage or by the Trustee hereunder as aforesaid, shall not as aforesaid forthwith be paid and canceled, the Railway Company shall return the same to the trustee of said Prior Lien Mortgage or to the Trustee hereunder, and in case of the payment of any such coupon, claim or indebtedness, shall upon demand of the Trustee furnish satisfactory evidence of the cancellation and extinguishment thereof.

Provided, however, and it is hereby declared and agreed that, except as otherwise expressly provided in said Prior Lien Mortgage or in this indenture, (1) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over to the Railway Company, any principal of any bond subject to the lien hereof; (2) the Railway Company shall not be entitled to receive, and the Trustee shall not pay over, any in-