

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

deliver, or will cause to be done, executed, acknowledged and delivered by any other corporation or person obligated to the Railway Company so to do, all and every such further acts, deeds, conveyances, mortgages and transfers and assurances in the law as the Trustee shall reasonably require for the better assuring, conveying, mortgaging, assigning and confirming unto the Trustee all and singular the hereditaments and premises, estates and property hereby conveyed or assigned, or intended so to be, or which the Railway Company hereafter may become bound to convey or assign to the Trustee.

Sec. 4. The Railway Company shall not and will not suffer or permit any default wherefor any lessor may terminate any lease of any railways, franchises or property now existing or hereafter made to the Railway Company, or to any other company of whose capital stock the greater part of the amount at that time outstanding shall then be subject to the lien of this indenture. In case and whenever default shall be made in paying any sum stipulated to be paid in any such present or future lease, the Trustee, without affecting any of its rights hereunder, from time to time, in its discretion, may itself pay any sum so in default, and thereupon shall have, and forthwith may assert, a lien for such advances upon the trust estate and the proceeds thereof, which lien shall be entitled to priority in rank and to priority in payment from the income and profits of the trust estate over the General Mortgage bonds.

The Railway Company will not voluntarily create, or suffer to be created, any debt, lien or charge which would be prior to the lien of this indenture upon the mortgaged and pledged premises, or any part thereof, or upon the income thereof; and, within six months after the same shall accrue, the Railway Company will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, all lawful claims and demands of mechanics, laborers and others which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the trust estate, or any part thereof, or the income thereof; provided, that nothing in this section contained shall require the Railway Company to pay any such debt, lien or charge so long as it, in good faith, shall contest the validity thereof.

Sec. 5. The Railway Company, from time to time, will pay and discharge or cause to be paid and discharged, all taxes, assessments and governmental charges (the lien whereof would be prior to the lien hereof) lawfully imposed upon the trust estate, or upon any part thereof, or upon the income or profits thereof, all taxes, assessments and governmental charges lawfully imposed upon the lien or interest of the trustee in respect of such premises or income, and all stock and bond transfer taxes and disbursements, which the Trustee may be obliged to pay or incur in the performance of its duties hereunder, so that the lien and priority of this indenture shall be fully preserved at the cost of the Railway Company, without expense to the Trustee or the bondholders; provided, however, that the Railway Company shall have the right to contest any such tax, assessment or charge, and, pending such contest, may delay or defer the payment thereof.

Sec. 6. The Railway Company will pay, or cause to be paid, the interest on all bonds constituting prior debt and secured by the several indentures described in Section 1, Article Three, and not held by the Trustee hereunder, as and when such interest shall become payable; and, when due, it will pay, or cause to be paid, the principal of said bonds or cause the same to be acquired and pledged under this indenture or with the trustee under any prior indenture, if and when such trustee shall be entitled to receive the same; but the Railway Company hereby expressly reserves the right at its option to extend, by one or more extensions or renewals, the time of payment of the principal of any or all of the bonds constituting prior debt and secured by any of the several indentures described in Section 1 of Article Three of this indenture, to a date not later than January 1, 2000.