

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

case any bonds or obligations subject to this indenture shall be so renewed or extended. ~~such bonds or obligations as so renewed or extended~~ shall continue subject to this indenture to the same extent, and shall be lodged and held in the same manner as theretofore; and that in case any bonds or obligations subject to this indenture shall be exchanged for bonds or obligations substituted as aforesaid, the substituted bonds or obligations forthwith and ipso facto shall become subject to this indenture to the same extent, and shall be lodged and held in the same manner as those for which they are substituted.

At any time, in its discretion, the Trustee may, and, if requested in writing by the Railway Company, it shall, consent to any such renewal, extension or substitution. The Trustee may receive the opinion of any counsel approved by it as conclusive evidence that any such renewal, extension or substitution is in compliance with the provisions of this section.

ARTICLE SEVEN. Remedies of Trustee and Bondholders.

Section 1. Neither any coupon belonging to any General Mortgage bond, nor any claim for interest on any registered bond, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, in case of a default hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of all the bonds issued hereunder, and of all coupons and interest obligations not so transferred or pledged.

Sec. 2. If one or more of the following events, hereinafter called the events of default, shall happen, that is to say:

(a) default shall be made in the payment of any installment of interest on any of the General Mortgage bonds when and as the same shall become payable, as therein and herein expressed, and such default shall continue for the space of six months, or default shall be made in the payment of the principal of any such bonds when the same shall become due and payable either by the terms thereof, or otherwise, as herein provided;

(b) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of the Railway Company, its successors or assigns, in the General Mortgage bonds or in this indenture contained, and such default shall continue for the space of six months after written notice from the Trustee, specifying such default and requiring the same to be remedied;

(c) default shall be made in the payment of the interest on any bonds or obligations secured by mortgage or other lien prior to the lien of this indenture on the mortgaged and pledged premises, or any part thereof, and by reason of such default any right of action or of entry shall have arisen under any such mortgage or other prior lien;

(d) the Railway Company shall fail, on the maturity (subject, however, to the right to extend the payment thereof as provided in Section 6 of Article Five of this indenture) of any bonds constituting prior debt, and on presentation thereof in accordance with the terms thereof, either to pay said bonds or to cause said bonds to be taken up and delivered to the Trustee to be held under this indenture;

then, and in each and every such case, the Trustee personally, or by its agents or attorneys, may enter into and upon all or any part of the railways, rolling stock, property and premises, lands, rights, interests and franchises hereby conveyed or intended so to be, and each and every part thereof, and may exclude the Railway Company, its agents and servants wholly therefrom; and, having and holding the same, may use, operate, manage and control said railways and other premises, regulate the tolls for the transportation of passengers and freight thereon, and conduct the business thereof, either personally or by its superintendents, managers, receivers, agents and servants or attorneys; and upon every