

MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

by the holders of a majority in amount of the General Mortgage bonds, it shall, turn over any part of all of the interest moneys and dividends, so collected by it, to such receiver, and may co-operate with such receiver in managing and operating the entire system of the Railway Company in such manner as the Trustee shall deem for the best interest of the holders of the General Mortgage bonds.

Sec. 4. In case default shall be made in the payment of any interest on any General Mortgage bond or bonds at any time outstanding, and any such default shall have continued for a period of six months, or in case default shall be made in the payment of the interest of any bond or bonds constituting prior debt and by virtue of any such default a right of action or of entry shall obtain under any indenture or indentures securing such prior debt, or in case default shall be made in the payment of the principal of any General Mortgage bond or bonds at any time outstanding as and when the same shall become due and payable, or in case default shall be made in the payment of the principal of any bond or bonds constituting prior debt as and when the same shall become due and payable, then and in every case of such continuing default, the Trustee, by notice in writing delivered to the Railway Company, may, and upon the written request of the holders of twenty per centum in amount of the General Mortgage bonds then outstanding, shall, declare the principal of all the General Mortgage bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, and before any sale of the mortgaged and pledged premises shall have been made, all arrears of interest upon all the General Mortgage bonds, with interest on overdue installments of interest at the same rate/^{as} was borne by the respective bonds on which such installments of interest are overdue, together with the reasonable charges and expenses of the Trustee, its agents and attorneys, shall either be paid by the Railway Company or be collected out of the mortgaged and pledged premises, then and in such case the holders of a majority in amount of the General Mortgage bonds then outstanding, by written notice to the Railway Company and to the Trustee, may waive such default and its consequences; provided, that at the time of such waiver there be no default of the character specified in this Section 4 of Article Seven with respect to the payment of the principal of any General Mortgage bond or the interest on, or the principal of, any bond constituting prior debt; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon. In case the Trustee shall have proceeded to enforce any right under this indenture by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned because of such waiver, or for any other reason, or shall have been determined adversely to the Trustee, then, and in every such case, the Railway Company and the Trustee shall be restored each to its former position and rights hereunder in respect of the mortgaged and pledged premises, and all rights remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Sec. 5. If one or more of the events of default shall happen, the Trustee, with or without entry, personally or by attorney, in its discretion either

(a) may sell, subject to the then prior existing liens thereon, to the highest and best bidder, all and singular the property and premises covered by this indenture, including bonds and stocks, rights, franchises, interests and appurtenances, and other real and personal property of every kind, and all right, title and interest, claim and demand therein, and right of redemption thereof; which sale or sales shall be made at public auction at such place in the City of Saint Paul in the State of Minnesota, or at such other place, and at such