all future here<u>itaments</u>, alterations or improvements. Also there is mortgaged hereby all of the earnings of said plant, including particularly all sums due or to become due from Northwestern Electric Company, a corporation, or any other purchaser of the electric current used. This mortgage also includes all franchises upon the public roads or highways for necessary transmission lines or distribution lines, and all rights granted by the department of hydraulics of the State of Washington, or other agencies.

Now, therefore, if there should be any default in the payment of principal or interest on the debt secured hereby, or any installment thereof, the mortgagee, or the purchaser at his foreclosure sale, shall be immediately let into full possession of the producing plant with all necessary franchises and rights, property, buildings, equipment, and other appurtenances, and to all the earnings of said generating plants, and it is agreed in this connection that in case of default in payment of this or any installment thereof, whether on principal or interest, that in case of foreclosure of this mortgage, that the court is authorized, upon the motion of the mortgagee, to appoint a receiver to immediately take possession of the mortgaged property. This appointment may be made by any court or courts, without any showing by the mortgagee other than that a default has occurred in the payment of this debt, either in payment of principal or interest installments thereof.

This mortgage, together with any unpaid portion of the debt, hereby secured is assignable, and shall become effective immediately and inure to the benefit of the mortgage, his assigns or personal representative who shall have the same rights and privileges here under as this mortgagee.

In case the mortgagors shall fail to pay any installment of principal or interest secured hereby when due or to keep or perform any covenant or agreement aforesaid, then the whole indebtedness hereby secured shall forthwith become due and payable, at the election of the mortgagee.

In any action to foreclose this mortgage, or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to defend to protect the unimpaired priority of the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees and all costs and expenses in connection with such suit, and also the reasonable cost of searching records, which sums shall be secured hereby and included in any decree of foreclosure, together with all receivership expenses.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands and seal this 13th

G. W. Cottrell

Georgia E. Cottrell

WESTERN LIGHT & POWER COMPANY, a corporation

By G. W. Cottrell Pres.

Georgia E. Cottrell Treas.

STATE OF WASHINGTON )

COUNTY OF CLARK )

Endorsed on instrument: "Corporate Seal".

On this day personally appeared before me G. W. Cottrell and Georgia Cottrell, husband and wife, to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of November, 1944.

F. P. Mason

(Notarial seal affixed)

Notary Public for the State of Washington, residing at Vancouver.