

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

YAKIMA BINDERY, S. PTO., CO., 187997

accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable; subject, however, to the right of the holders of a majority in aggregate principal amount of bonds outstanding hereunder, by written notice to the Company and to the Trustee, to annul such declaration and destroy its effect at any time before any sale hereunder, if, before any such sale, all agreements with respect to which default shall have been made shall be fully performed or made good, and all arrears of interest upon all bonds outstanding hereunder and the reasonable expenses and charges of the Trustees, their agents and attorneys, and all other indebtedness secured hereby, except the principal of any bonds which have not then attained their stated maturity and interest accrued on such bonds since the last interest payment date, shall be paid, or the amount thereof shall be paid to the Trustees for the benefit of those entitled thereto.

SECTION 15.03. If default occurs in payment of principal or interest due hereunder, interest shall be paid upon overdue principal at the rate borne by the bonds. Interest shall be paid upon overdue interest at the rate of six per cent. (6%) per annum.

SECTION 15.04. Upon the occurrence of an event of default, the Company, upon demand of the Trustee, shall forthwith surrender to the Trustees the actual possession of, and it shall be lawful for the Trustees, by such officer or agent as they may appoint, to take possession of all the mortgaged property (with the books, papers and accounts of the Company) and to hold, operate and manage the same, and from time to time to make all needful repairs and with such extensions, additions and improvements as to them shall seem wise; and to receive the tolls, rents, revenues, issues, earnings, income, products, and profits thereof, and out of the same to pay and/or set up proper reserves for the payment of all proper costs and expenses of so taking, holding and managing the same, including reasonable compensation to the Trustees, their agents and counsel, and any charges of the Trustees hereunder, and any taxes and assessments and other charges prior to the lien of this Indenture which the Trustees may deem it wise to pay, and all expenses of such repairs, extensions, additions and improvements, and to apply the remainder of the moneys so received by the Trustees, subject to the provisions of Section 8.16 hereof with respect to extended, transferred or pledged coupons of claims for interest, first to the payment of the installments of interest which are due and unpaid, in the order of their maturity, and next, if the principal of any of said bonds is due, to the payment of the principal and accrued interest thereon pro rata without any preference or priority whatever, except as aforesaid. Whenever all that is due upon such bonds and installments of interest and under any of the terms of this Indenture shall have been paid and all defaults made good, the Trustees shall surrender possession to the Company, its successors or assigns; the same right of entry, however, to exist upon any subsequent event of default.

SECTION 15.05. Upon the occurrence of an event of default, the Trustees, by such officer or agent as they may appoint, with or without entry, may, if at the time such action shall be lawful, sell all the mortgaged property as an entirety, or in such parcels as the holders of a majority in aggregate principal amount of bonds outstanding hereunder shall in writing request, or in the absence of such request, as the Trustees may determine, at public auction, at some convenient place in Hood River, Oregon or such other place or places as may be required by law, having first given notice of such sale by publication in at least one daily newspaper printed in the English language and of general circulation in said Hood River, at least once a week for four (4) successive weeks next preceding such sale, and by like publication in at least one daily newspaper printed in the English