



71698

NORTHWEST NATURAL GAS COMPANY

TO

BANKERS TRUST COMPANY

AND

J. C. KENNEDY

(SUCCESSOR TO R. G. PAGE),

As Trustees under the Mortgage and Deed
of Trust, dated as of July 1, 1940, of
Portland Gas & Coke Company (now
Northwest Natural Gas Company)

Eighth Supplemental Indenture

Dated as of December 1, 1969

EIGHTH SUPPLEMENTAL INDENTURE

INDENTURE, dated as of the 1st day of December, 1969, made and entered into by and between NORTHWEST NATURAL GAS COMPANY (formerly Portland Gas & Coke Company), a corporation of the State of Oregon, whose post office address is 735 S. W. Morrison Street, Portland, Oregon (hereinafter sometimes called the Company), party of the first part, and BANKERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 16 Wall Street, New York, New York 10015 (hereinafter sometimes called the Corporate Trustee) and J. C. KENNEDY (successor to R. G. Page), whose post office address is 73 Gates Avenue, Montclair, New Jersey (hereinafter sometimes called the Co-Trustee), parties of the second part (the Corporate Trustee and the Co-Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of July 1, 1946 (hereinafter called the Mortgage), executed and delivered by Portland Gas & Coke Company (now Northwest Natural Gas Company) to secure the payment of bonds issued or to be issued under and in accordance with the provisions of the Mortgage, this indenture (hereinafter called Eighth Supplemental Indenture) being supplemental thereto;

WHEREAS the Mortgage was or is to be recorded in the official records of various counties in the States of Oregon and Washington which counties include or will include all counties in which this Eighth Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver such supplemental indenture or indentures and such further instruments and do such further acts as might be necessary or proper to carry out more effectually the purposes of the Mortgage and to make subject to the lien of the Mortgage any property thereafter acquired, made or constructed and intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustees its First Supplemental Indenture, dated as of June 1, 1949 (hereinafter called its First Supplemental Indenture), its Second Supplemental Indenture, dated as of March 1, 1954 (hereinafter called its Second Supplemental Indenture), its Third Supplemental Indenture, dated as of April 1, 1956 (hereinafter called its Third Supplemental Indenture), its Fourth Supplemental Indenture, dated as of February 1, 1959 (hereinafter called its Fourth Supplemental Indenture), its Fifth Supplemental Indenture, dated as of July 1, 1961 (hereinafter called its Fifth Supplemental Indenture), and its Sixth Supplemental Indenture, dated as of January 1, 1964 (hereinafter called its Sixth Supplemental Indenture); and

WHEREAS said First, Second, Third, Fourth, Fifth and Sixth Supplemental Indentures were filed for record, and were recorded and indexed, as a mortgage of both real and personal property, in the official records of various counties in the States of Oregon and Washington which counties include or will include all counties in which this Eighth Supplemental Indenture is to be recorded; and

WHEREAS the Company executed and delivered to the Trustees its Seventh Supplemental Indenture, dated as of March 1, 1966 (hereinafter called its Seventh Supplemental Indenture); and

WHEREAS said Seventh Supplemental Indenture was filed for record, and was recorded and indexed, as a mortgage of both real and personal property, and financing statements were filed, in the official records of the several counties and other offices in the States of Oregon and Washington listed below, as follows:

OREGON

County or Secretary of State	Real Property Mortgage Records			Financing Statement	
	Date Filed For Record	Book or Reel	Page	Date Filed	File No.
Benton	April 13, 1966	170 —	138	April 13, 1966	4565
Clackamas	April 13, 1966	032 —	336	April 13, 1966	D-1347
Clatsop	April 13, 1966	106 —	326	April 13, 1966	C-2700
Columbia	April 13, 1966	101 —	101	April 14, 1966	D-402
Coos	April 13, 1966	66-4 —	5072	April 13, 1966	C-1717
Douglas	April 13, 1966	370 —	256	April 13, 1966	D-914
Hood River	April 13, 1966	Microfilm No. 660706		April 13, 1966	D-183
Lane	April 13, 1966	316M		April 13, 1966	27571
Lincoln	April 15, 1966	133 —	357	April 15, 1966	D-339
Linn	April 13, 1966	262 —	377	April 13, 1966	B-975
Marion	April 13, 1966	593 —	243	April 13, 1966	D-1749
Multnomah	April 15, 1966	456 —	555	April 15, 1966	D-6549
Polk	April 13, 1966	140 —	162	April 13, 1966	C-129
Tillamook	April 13, 1966	90 —	1	April 13, 1966	1937
Wasco	April 13, 1966	Microfilm No. 660731		April 13, 1966	C-0311
Washington	April 13, 1966	596 —	491	April 13, 1966	D-553
Yamhill	April 13, 1966	52 —	1	April 13, 1966	A-1743
Secretary of State				April 15, 1966	A-78736
Secretary of State				October 2, 1966	B-39960

An executed counterpart of the Seventh Supplemental Indenture was filed April 27, 1966 in the office of the Auditor of the City of Portland.

WASHINGTON

Real Property Mortgage Records			Chattel Mortgage Records	Financing Statement		
County or Secretary of State	Date Filed For Record	Book or Reel	Page	Auditors File No.	Date Filed	File No.
Clark	April 13, 1966	399	— 1	C-448416	October 4, 1967	A2236
Klickitat	April 13, 1966	98	— 495	122206	October 3, 1967	198
Skamania	April 13, 1966	44	— 465	666-99	October 5, 1967	63
Secretary of State					October 5, 1967	14484
Secretary of State					October 2, 1969	44512

and

Whereas an instrument dated as of June 11, 1951, was executed by the Company appointing J. C. Kennedy as Co-Trustee in succession

to said R. G. Page, resigned, under said Mortgage and by J. C. Kennedy accepting the appointment as Co-Trustee under said Mortgage in succession to the said R. G. Page, which instrument was recorded in various counties in the States of Oregon and Washington; and

WHEREAS in addition to the property described in the Mortgage, as heretofore supplemented, the Company has acquired certain other property, rights and interests in property; and

WHEREAS the Company has heretofore issued, in accordance with the provisions of the Mortgage, as supplemented, bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1976 (hereinafter called the bonds of the First Series), of which Ten Million Dollars (\$10,000,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1974 (hereinafter called the bonds of the Second Series), of which Two Million One Hundred Seventy Thousand Dollars (\$2,170,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4% Series due 1974 (hereinafter called the bonds of the Third Series), none of which bonds of the Third Series are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{3}{8}$ % Series due 1976 (hereinafter called the bonds of the Fourth Series), of which Two Million Two Hundred Twelve Thousand Dollars (\$2,212,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 5 $\frac{1}{8}$ % Series due 1984 (hereinafter called the bonds of the Fifth Series), of which Six Million Eight Thousand Dollars (\$6,000,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 5 $\frac{1}{8}$ % Series due 1986 (hereinafter called the bonds of the Sixth Series), of which Five Million Eight Hundred Forty Four Thousand Dollars (\$5,844,000) in aggregate principal amount are now Outstanding; bonds of a series entitled and designated First Mortgage Bonds, 4 $\frac{1}{4}$ % Series due 1989 (hereinafter called the bonds of the Seventh Series), of which Six Million Seven Hundred Ninety Seven Thousand Dollars (\$6,797,000) in aggregate principal amount are now Outstanding; and bonds of a series entitled and designated First Mortgage Bonds, 5 $\frac{1}{4}$ % Series due 1991 (hereinafter called the bonds of the

Eighth Series), of which Fifteen Million Nine Hundred Eighty Thousand Dollars (\$15,980,000) in aggregate principal amount are now Outstanding; and

WHEREAS Section 8 of the Mortgage provides that the form of each series of bonds (other than the First Series) issued thereunder and of the coupons to be attached to the coupon bonds of such series shall be established by Resolution of the Board of Directors of the Company; that the form of such series, as established by said Board of Directors, shall specify the descriptive title of the bonds and various other terms thereof; and that such Series may also contain such provisions not inconsistent with the provisions of the Mortgage as the Board of Directors may, in its discretion, cause to be inserted therein expressing or referring to the terms and conditions upon which such bonds are to be issued and or secured under the Mortgage; and

WHEREAS Section 120 of the Mortgage provides, among other things, that any power, privilege or right expressly or impliedly reserved to or in any way conferred upon the Company by any provision of the Mortgage, whether such power, privilege or right is in any way restricted or is unrestricted, may (to the extent permitted by law) be in whole or in part waived or surrendered or subjected to any restriction if at the time unrestricted or to additional restriction if already restricted, and the Company may enter into any further covenants, limitations or restrictions for the benefit of any one or more series of bonds issued thereunder, or the Company may cure any ambiguity contained therein or in any supplemental indenture or may (in lieu of establishment by Resolution as provided in Section 8 of the Mortgage) establish the terms and provisions of any series of bonds other than said First Series, by an instrument in writing executed and acknowledged by the Company in such manner as would be necessary to entitle a conveyance of real estate to record in all of the states in which any property at the time subject to the lien of the Mortgage shall be situated; and

WHEREAS the Company now desires to create a new series of bonds and (pursuant to the provisions of Section 120 of the Mortgage) to add to its covenants and agreements contained in the Mortgage, as heretofore supplemented, certain other covenants and agreements to

be observed by it and to alter and amend in certain respects the covenants and provisions contained in the Mortgage, as heretofore supplemented and amended; and

WHEREAS the execution and delivery by the Company of this Eighth Supplemental Indenture, and the terms of the bonds of the Ninth Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate resolutions of said Board of Directors;

Now, THEREFORE, THIS INDENTURE WITNESSETH: That Northwest Natural Gas Company, in consideration of the premises and of One Dollar to it duly paid by the Trustees at or before the enclosing and delivery of these presents, the receipt whereof is hereby acknowledged, and in further assurance of the estate, title and rights of the Trustees, and in order further to secure the payment both of the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, according to their tenor and effect, and the performance of all the provisions of the Mortgage (including any instruments supplemental thereto and any modification made as in the Mortgage provided) and of said bonds, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms (subject, however, to Excepted Encumbrances, as defined in Section 6 of the Mortgage) unto J. C. Kennedy (successor to R. H. Page, as Co-Trustee) and (to the extent of its legal capacity to hold the same for the purposes hereof) to Bankers Trust Company, as Trustees under the Mortgage, and to their successors or successors in said trust, and to said Trustees and their successors and assigns forever, all property, real, personal and mixed, acquired by the Company after the date of the Mortgage, of the kind or nature specifically mentioned in Article XXI of the Mortgage or of any other kind or nature (except any herein or in the Mortgage expressly excepted) now owned or, subject to the provisions of subsection (I) of Section 87 of the Mortgage, hereafter acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) and wheresoever situated, including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, gas plants, by-product

plants, gas holders, gas mains and pipes; all power sites, water rights, reservoirs, canals, raceways, dams, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air-conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracts, ice or refrigeration plants and equipment, offices, buildings and other structures and the equipment thereof; all machinery, engines, boilers, dynamos, gas, electric and other machines, regulators, meters, transformers, generators, motors, gas, electrical and mechanical appliances, conduits, cables, gas, water, steam heat or other pipes, sewer pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all franchises, consents or permits; all lines for the transmission and distribution of gas, electric current, steam heat or water for any purpose including mains, pipes, conduits, towers, poles, wires, cables, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property and (except as herein or in the Mortgage, as heretofore supplemented, expressly excepted) all right, title and interest the Company may now have or may hereafter acquire in and to any and all property of any kind or nature wherever situated.

TOGETHER WITH all and singular the tenements, hereditaments, prescriptions, servitudes and appurtenances belonging or in anywise appertaining to the aforementioned property or any part thereof, with the reversion and reversions, remainder and remainders and (subject to the provisions of Section 57 of the Mortgage) the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforementioned property and franchises and every part and parcel thereof.

IT IS HEREBY AGREED by the Company that, subject to the provisions of subsection (1) of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company (by purchase, consolidation, merger, donation, construction, erection or in any other way) after the date hereof, except any herein or in the Mortgage, as heretofore supplemented, expressly excepted, shall be and are as fully granted and conveyed hereby and by the Mortgage, and as fully embraced within the lien hereof and the lien of the Mortgage, as supplemented, as if such property, rights and franchises were now owned by the Company and were specifically described herein or in the Mortgage, as heretofore supplemented, and conveyed hereby or thereby.

Provided that the following are not and are not intended to be now or hereafter granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed hereunder and are hereby expressly excepted from the lien and operation of this Eighth Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, viz: (1) cash, shares of stock, bonds, notes and other obligations and other securities not hereafter specifically pledged, paid, deposited, delivered or held under the Mortgage, as heretofore supplemented, or covenanted so to be; (2) merchandise, equipment, apparatus, materials or supplies held for the purpose of sale or other disposition in the usual course of business; fuel, oil and similar materials and supplies consumable in the operation of any of the properties of the Company; all aircraft, tractors, rolling stock, trolley coaches, buses, motor coaches, automobiles, motor trucks, and other vehicles and materials and supplies held for the purpose of repairing or replacing (in whole or part) any of the same; (3) bills, notes and accounts receivable, judgments, demands and choses in action, and all contracts, leases and operating agreements not specifically pledged under the Mortgage, as heretofore supplemented, or covenanted so to be; (4) the last day of the term of any lease or leasehold which may be or become subject to the lien of the Mortgage; (5) gas, petroleum, carbon, chemicals, light oils, tar products, electric energy, steam, water, ice, and other materials or products, manufactured, stored, generated, produced, purchased or acquired by the Company for sale, distribution or use in the ordinary course of its business; all timber, minerals, mineral rights and royalties and all Natural Gas and Oil Production Property, as defined in Section 4 of

the Mortgage; and (6) the Company's franchise to be a corporation; provided, however, that the property and rights expressly excepted from the lien and operation of this Eleventh Supplemental Indenture and from the lien and operation of the Mortgage, as heretofore supplemented, in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event and as of the date that either or both of the Trustees or a receiver or trustee shall enter upon and take possession of the Mortgaged and Pledged Property in the manner provided in Article XIII of the Mortgage by reason of the occurrence of a Default as defined in Section 65 thereof.

TO HAVE AND TO HOLD all such properties, real, personal and mixed, granted, bargained, sold, released, conveyed, assigned, transferred, mortgaged, pledged, set over or confirmed by the Company as aforesaid, or intended so to be, unto J. C. Kennedy and (to the extent of its legal capacity to hold the same for the purposes hereof) to Farmers Trust Company, as Trustee, and their successors and assigns forever.

IN TRUST NEVERTHELESS, for the same purposes and upon the same terms, trusts and conditions and subject to and with the same provisos and covenants as are set forth in the Mortgage, as heretofore supplemented, this Eleventh Supplemental Indenture being supplemental thereto.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as heretofore supplemented, shall affect and apply to the property heretofore described and conveyed, and to the estate, rights, obligations and duties of the Company and the Trustees and the beneficiaries of the trust with respect to said property, and to the Trustees and their successors in the trust, in the same manner and with the same effect as if the said property had been owned by the Company at the time of the execution of the Mortgage, and had been specifically and at length described in and conveyed to said Trustees by the Mortgage as a part of the property therein stated to be conveyed.

The Company further covenants and agrees to and with the Trustees and their successors in said trust under the Mortgage, as follows:

ARTICLE I.

NINTH SERIES OF BONDS.

SECTION 1. There shall be a series of bonds designated "9 $\frac{3}{8}$ % Series due 1974" (herein sometimes referred to as the "Ninth Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of any appurtenant coupons, which shall be established by Resolution of the Board of Directors of the Company, shall contain suitable provisions with respect to the matters hereinafter in this Section specified. Bonds of the Ninth Series shall be limited to \$15,000,000 in aggregate principal amount at any one time Outstanding except as provided in Section 16 of the Mortgage and shall mature on December 1, 1974, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registrable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and, at the option of the Company, in any multiple or multiples of One Thousand Dollars (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of nine and three-eighths per centum (9 $\frac{3}{8}$ %) per annum, payable semi-annually on June 1 and December 1 of each year; and the principal of and interest on each said bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts. Coupon bonds of the Ninth Series shall be dated as of December 1, 1968, and fully registered bonds of the Ninth Series shall be dated as in Section 10 of the Mortgage provided.

At the option of the holder, any coupon bonds of the Ninth Series, upon surrender thereof with all unmatured coupons appertaining thereto at the office or agency of the Company in the Borough of Manhattan, The City of New York, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of fully registered bonds of the same series of authorized denominations. All such coupon bonds to be exchanged as aforesaid shall be in bearer form or, if registered, accompanied by a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney. At the option of the registered owner, any fully registered bonds of the Ninth Series, upon surrender thereof, for

cancellation, at said office or agency of the Company, together with a written instrument of transfer, if required by the Company, duly executed by the registered owner or by his duly authorized attorney, shall (subject to the provisions of Section 12 of the Mortgage) be exchangeable for a like aggregate principal amount of coupon bonds of the same series, with all unmatured coupons attached, or for a like aggregate principal amount of fully registered bonds of the same series of other authorized denominations.

The holder of any coupon bond of the Ninth Series may have the ownership thereof registered as to principal at the office or agency of the Company in the Borough of Manhattan, The City of New York, and such registration noted on such bond. After such registration no transfer of such bond shall be valid unless made at said office or agency by the registered owner in person or by his duly authorized attorney and similarly noted on such bond; but (subject to the provisions of Section 12 of the Mortgage) the same may be discharged from registration by being in like manner transferred to bearer and thereupon transferability by delivery shall be restored; but such bond may again from time to time be registered or transferred to bearer in accordance with the above procedure. Such registration, however, shall not affect the negotiability of the coupons appertaining to such bonds, but every such coupon shall continue to be transferable by delivery merely and shall remain payable to bearer. Fully registered bonds of the Ninth Series shall also be transferable (subject to the provisions of Section 12 of the Mortgage) at said office or agency of the Company.

ARTICLE II.

MISCELLANEOUS PROVISIONS.

SECTION 2. Subject to the amendments provided for in this Eighth Supplemental Indenture, the terms defined in the Mortgage, as heretofore supplemented, shall, for all purposes of this Eighth Supplemental Indenture, have the meanings specified in the Mortgage, as heretofore supplemented.

SECTION 3. The Trustees hereby accept the trusts hereby declared, provided, created or supplemented, and agree to perform the same upon the terms and conditions herein and in the Mortgage, as heretofore supplemented, set forth, including the following:

The Trustees shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Eighth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. In general each and every term and condition contained in Article XVII of the Mortgage shall apply to and form part of this Eighth Supplemental Indenture with the same force and effect as if the same were herein set forth in full, with such omissions, variations and insertions, if any, as may be appropriate to make the same conform to the provisions of this Eighth Supplemental Indenture.

SECTION 4. Whenever in this Eighth Supplemental Indenture any of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XVI and XVII of the Mortgage, be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Eighth Supplemental Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

SECTION 5. Nothing in this Eighth Supplemental Indenture, expressed or implied, is intended, or shall be construed, to confer upon, or to give to, any person, firm or corporation, other than the parties hereto and the holders of the bonds and coupons outstanding under the Mortgage, any right, remedy, or claim under or by reason of this Eighth Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements by or on behalf of the Company as set forth in this Eighth Supplemental Indenture shall be for the sole and exclusive benefit of the parties hereto, and of the holders of the bonds and of the coupons outstanding under the Mortgage.

SECTION 6. This Eighth Supplemental Indenture has been executed in several identical counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Northwest Natural Gas Company, party hereto of the first part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by its President or one of its Vice Presidents, and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries; Bankers Trust Company, one of the parties hereto of the second part, has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Assistant Vice Presidents and its corporate seal to be attested by one of its Assistant Secretaries; and J. C. Kennedy, one of the parties hereto of the second part, has hereunto set his hand and affixed his seal, all in the City of New York, on the 4th day of December, 1969, as of September 1, 1969.

NORTHWEST NATURAL GAS COMPANY

James I. Huff
President.

Attest:

D. S. I.
Assistant Secretary.

Executed, sealed and delivered by Northwest
NATURAL GAS COMPANY in the presence of:

John M. Stewart
Raymond M. McLaughlin



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BANKERS TRUST COMPANY, as Trustee,

By *J. C. Kennedy*.....

Vice President.



Attest:

Samuel T. Russo

Assistant Secretary.

Executed, sealed and delivered by BANKERS
TRUST COMPANY in the presence of:

Lea M. Keating.....

William F. Haggman.....

J. C. Kennedy..... (L.S.)

J. C. KENNEDY, as Trustee.

Executed, sealed and delivered by J. C.
KENNEDY in the presence of:

Lea M. Keating.....

William F. Haggman.....

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss. :

December 4th, A. D. 1969.

Before me personally appeared FRANCIS F. HILL, who, being duly sworn, did say that he is President of NORTHWEST NATURAL GAS COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

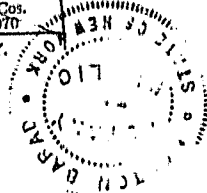
On this 4th day of December, 1969, before me personally appeared FRANCIS F. HILL, to me known to be President of NORTHWEST NATURAL GAS COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Morton Barad
Notary Public

MOHTON BARAD
NOTARY PUBLIC, State of New York
No. 41-5170900
Qualified in Queens County
Certs. filed in Bronx, Kings, Nassau,
New York and Westchester Cos.
Expires March 30, 1970

MOHTON BARAD
Notary Public, State of New York
No. 24-5170900
Qualified in Queens County
Certs. filed in Bronx, Queens, Nassau,
New York and Westchester Cos.
Term Expires March 30, 1970
Residing in Jamaica, N. Y.



STATE OF NEW YORK }
COUNTY OF NEW YORK } ss. :

December 4th, A. D. 1969.

Before me personally appeared J. B. PETERSON, who, being duly sworn, did say that he is a Vice President of BANKERS TRUST COMPANY and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

On this 4th day of December, 1969, before me personally appeared J. B. PETERSON, to me known to be a Vice President of BANKERS TRUST COMPANY, one of the corporations that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said Corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.



Thomas A. Conklin
.....
Notary Public

THOMAS A. CONKLIN
Notary Public, State of New York
No. 24-072340
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

December 11th, A. D. 1969.

Before me personally appeared the above-named J. C. KENNEDY and acknowledged the foregoing instrument to be his voluntary act and deed.

On this day personally appeared before me J. C. KENNEDY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of December 1969.

Thomas A. Conklin
Notary Public

THOMAS A. CONKLIN
Notary Public, State of New York
No. 24-0726340
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1971

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

FRANCIS F. HILL, being duly sworn, deposes and says that he is President of NORTHWEST NATURAL GAS COMPANY, the Mortgagor named in the foregoing instrument, and makes this affidavit for and on its behalf; that said instrument is made in good faith, and without any design to hinder, delay, or defraud creditors.

Francis F. Hill

Subscribed and sworn to before me }
this 4th day of December, 1969.

Morton Barad
Notary Public

MORTON BARAD
Notary Public, State of New York
No. 64-5170980
Qualified in Kings County
Certs. filed in Bronx, Queens, Nassau,
New York and Westchester Cos.
Term Expires March 30, 1970

Residing in Jamaica, N. Y.



71698

STATE OF WASHINGTON 1965
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OF WRITING FILED BY _____

Northwest Natural Gas Co.,
OF 123 4th St. Bellingham, B.C.

AT *10:45 A. Dec 22* 19*67*

WAS RECORDED IN BOOK *48*

OF *7279* AT PAGE *53*

RECORDS OF SKAMANIA COUNTY, WASH.

H. P. Todd
COUNTY CLERK

BY *E. Maynard*

REGISTERED	✓
INDEXED DIR.	✓
INDIRECT	✓
RECORDED	✓
COMPARED	✓
MAILED	✓