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BOOK 51 PAGE 771

EXECUTED IN 100 COUNTERPARTS OF  
WHICH THIS IS COUNTERPART No. 77

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THE WASHINGTON WATER POWER COMPANY

TO

CITY BANK FARMERS TRUST COMPANY

AND

RALPH E. MORTON,

As Trustees under The Washington Water  
Power Company's Mortgage and Deed  
of Trust, Dated as of June 1, 1929

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Second Supplemental Indenture

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*Dated as of May 1, 1953*

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## SECOND SUPPLEMENTAL INDENTURE

THIS INDENTURE, dated as of the first day of May, 1933, made and entered into by and between THE WASHINGTON WATER POWER COMPANY, a corporation of the State of Washington, whose post office address is West 825 Trent Avenue, Spokane, Washington (hereinafter sometimes called the Company), party of the first part, and CITY BANK FARMERS TRUST COMPANY, a corporation of the State of New York, whose post office address is 22 William Street, New York, New York (hereinafter sometimes called the Corporate Trustee), and RALPH E. MONTON, of Glenville Road, Greenwich, Connecticut (hereinafter sometimes called the Individual Trustee), parties of the second part (the Corporate Trustee and the Individual Trustee being hereinafter together sometimes called the Trustees), as Trustees under the Mortgage and Deed of Trust, dated as of June 1, 1930 (hereinafter called the Mortgage), executed and delivered by The Washington Water Power 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 Second Supplemental Indenture) being supplemental thereto.

WHEREAS the Mortgage has been or will be recorded in various counties in the states of Washington, Idaho and Montana which counties include or will include all counties in which this Second Supplemental Indenture is to be recorded; and

WHEREAS by the Mortgage the Company covenanted that it would execute and deliver 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 intended to be subject to the lien thereof; and

WHEREAS the Company executed and delivered to the Trustges its First Supplemental Indenture, dated as of October 1, 1952, as a supplement to the Mortgage, which First Supplemental Indenture was recorded in counties in the states of Washington, Idaho and Montana as follows:

## Washington

Date Filed for Record	County	Office of	Real Estate Mortgage Records		Chattel Mortgage Records— Auditor's File No.
			Book	Page	
10/6/52	Adams .....	Auditor	85	359	6723
10/6/52	Asotin .....	Auditor	40	375	12144
10/6/52	Celina .....	Auditor	494	570	45282
10/6/52	Douglas .....	Auditor	84	357	48279
10/6/52	Ferry .....	Auditor	Micro-Film Roll 21 of Mtgs.		10664
10/6/52	Franklin .....	Auditor	69	31	148087
10/6/52	Gorham .....	Auditor	47	1	11020
10/6/52	Grant .....	Auditor	66	733	62881
10/6/52	Lincoln .....	Auditor	95	97	267201
10/6/52	Pend Oreille .....	Auditor	18	200	10018
10/6/52	Spokane .....	Auditor	726	203	127958B
10/6/52	Stevens .....	Auditor	78	287	49586
10/6/52	Whitman .....	Auditor	272	1	64794

## Idaho

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
10/6/52	Benewah .....	S	387	77376
10/6/52	Bonner .....	35	363	43570
10/6/52	Clearwater .....	16	517	62303
10/6/52	Idaho .....	57	5	174627
10/6/52	Kootenai .....	68	73	263312
10/6/52	Latah .....	77	213	29766
10/6/52	Lewis .....	30	17	58830
10/6/52	Nez Perce .....	146	300	234686
10/6/52	Shoshone .....	19	1	156250

Montana

Date Filed for Record	County	Real Estate Mortgage Records		Chattel Mortgage File No.
		Book	Page	
10/6/52	Sanders .....	31	209	78131

WHEREAS in addition to the property described in the Mortgage, as 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, bonds of a series entitled and designated First Mortgage Bonds, 3 1/4% Series due 1964 (hereinafter called the bonds of the First Series), and in accordance with the provisions of the Mortgage, as supplemented, bonds of a series entitled and designated First Mortgage Bonds, 3 1/4% Series due 1982 (sometimes referred to as bonds of the Second Series); 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 supplemented, 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, as supplemented; 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, as supplemented, whether such power, privilege or right is in any way restricted or is unrestricted, may 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, limitation 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, 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 to add to its covenants and agreements contained in the Mortgage, as supplemented, certain other covenants and agreements to be observed by it and to supplement and amend in certain respects the covenants and provisions contained in the Mortgage, as supplemented; and

WHEREAS the execution and delivery by the Company of this Second Supplemental Indenture, and the terms of the bonds of the Third Series hereinafter referred to, have been duly authorized by the Board of Directors of the Company by appropriate Resolutions of said Board of Directors, and all things necessary to make this Second Supplemental Indenture a valid, binding and legal instrument for the security of the bonds have been performed;

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That The Washington Water Power Company, in consideration of the premises and of one dollar to it duly paid by the Trustees at or before the sealing 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 of both the principal of and interest and premium, if any, on the bonds from time to time issued under the Mortgage, as supplemented, 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 such bonds, and to confirm the lien of the Mortgage on certain after acquired property, hereby grants, bargains, sells, releases, conveys, assigns, transfers, mortgages, pledges, sets over and confirms unto Ralph E. Morton and (to the extent of its legal capacity to hold the same for the purposes hereof) unto City Bank Farmers Trust Company, as Trustees under the Mortgage, and to their successor or successors in said trust, and to said Trustees and their successors, heirs and assigns forever, all the following described properties of the Company, acquired by the Company since the execution and delivery of the Mortgage, whether now owned or hereafter acquired—that is to say:

All of the property, real, personal and mixed, of every character and wheresoever situated (except any hereinafter or in the Mortgage, as supplemented, expressly excepted) which the Company now owns or, subject to the provisions of Section 87 of the Mortgage, may hereafter acquire prior to the satisfaction and discharge of the Mortgage, as fully and completely as if herein or in the Mortgage, as supplemented, specifically described, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing or of any general description contained in this Second Supplemental Indenture) all lands, real estate, easements, servitudes, rights of way and leasehold and other interests in real estate; all rights to the use or appropriation of water, flowage rights, water storage rights, flooding rights, and other rights in respect of or relating to water; all plants for the generation of electricity, power houses, dams, dam sites, reservoirs, flumes, raceways, diversion works, head works, waterways, water works, water systems, gas plants, steam heat plants, hot water plants, ice or refrigeration plants, stations, substations, offices, buildings and other works and structures and the equipment thereof and all improvements, extensions and additions thereto; all generators, machinery, engines, turbines, boilers, dynamos, transformers, motors, electric machines, switchboards, regulators, meters, electrical and mechanical appliances, conduits, cables, pipes and

mains; all lines and systems for the transmission and distribution of electric current, gas, steam heat or water for any purpose; all towers, mains, pipes, poles, pole lines, conduits, cables, wires, switch racks, insulators, compressors, pumps, fittings, valves and connections; all motor vehicles and automobiles; all tools, implements, apparatus, furniture, stores, supplies and equipment; all franchises (except the Company's franchise to be a corporation), licenses, permits, rights, powers and privileges; and (except as hereinafter or in the Mortgage, as supplemented, expressly excepted) all the right, title and interest of the Company in and to all other property of any kind or nature.

The property so conveyed or intended to be so conveyed hereunder shall include, but shall not be limited to, the following property, the particular description of which is intended only to aid in the identification thereof and shall not be construed as limiting the force, effect and scope of the foregoing, namely:

#### FIRST.

THE ADDITIONAL ELECTRIC SUBSTATIONS AND SUBSTATION SITES OF THE COMPANY, in the States of Washington and Idaho, including all buildings, structures, towers, poles, equipment, appliances and devices for transforming, converting and distributing electric energy, and the lands of the Company on which the same are situated and all of the Company's real estate and interests therein, machinery, equipment, appliances, devices, appurtenances and supplies, franchises, permits and other rights and other property forming a part of said substations or any of them, or used or enjoyed or capable of being used or enjoyed in connection with any thereof, including, but not limited to, the following situated in the States of Washington and Idaho:

1. University of Idaho Substation, in Town of Moscow, Latah County, Idaho.
2. Van Stone Mine Substation, near Aladdin, Stevens County, Washington.
3. Onion Creek Substation, near Marble, Stevens County, Washington.

4. Echo Valley Regulating Station, near Coleville, Stevens County, Washington.
5. Orofino 110 KV Substation, near Orofino, Clearwater County, Idaho.

## SECOND.

THE ADDITIONAL ELECTRIC TRANSMISSION LINES OF THE COMPANY, in the States of Washington and Idaho, including towers, poles, pole lines, wires, switch racks, insulators and appurtenances, appliances and equipment and all of the Company's other property, real, personal, or mixed, forming a part of or used, occupied or enjoyed in connection with or in anywise appertaining to said transmission lines or any of them, together with all rights of way, easements, permits, privileges, municipal or other franchises, licenses, consents, and rights for or relating to the construction, maintenance or operation thereof through, over, under or upon any public streets or highways or other lands, public or private, including, but not limited to, the following:

1. Van Stone single circuit 33KV line extending northeasterly direction from present 33KV Marble line to the Van Stone substation in Stevens County, Washington, a distance of 10 miles.

## THIRD.

Miscellaneous Real Estate in States of Washington, Idaho and Montana:

1. That part of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 14, Township 25 North, Range 43 East of the Willamette Meridian, in the County of Spokane and State of Washington, described as follows: Beginning at a point on the north line 633.7 feet east of the northwest corner; thence east along the north line to a point 859.9 feet west of the northeast corner of the NW $\frac{1}{4}$ ; thence S. 72° 24' west 1302.54 feet to a point 533.7 feet east of the west line; thence north parallel to the west line 359.05 feet to a point 15 feet southeasterly measured at right angles to the southerly line of original Trent Road; thence northeasterly and parallel to the southerly line of original Trent Road to point of beginning, Spokane County, Washington; Except that part of the above described tract which lies on the southwesterly side of the westerly line



produced southeasterly of Lot 11, Block 8 $\frac{1}{2}$  of the Plat of Parkwater, recorded in Book "P" of Plats, page 48.

SUBJECT TO EASEMENT in Book 173 of Deeds, p. 348 and reservations and provisions in deed in Book 519 of Deeds, p. 226 and in deed filed April 28, 1950, as Document No. 950446A.

2. That part of the Northeast quarter of the Southeast quarter (NE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section Six (6), Township Thirty-six (36) North, Range Two (") E.B.M., Clearwater County, Idaho described as follows:

Beginning at the southwest corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$ , thence north along the west line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 502.6 feet to the true point of beginning; thence right 90°00' along a bearing N. 90°00' E. a distance of 150 feet; thence left 90°00' along a true north bearing a distance of 190.7 feet; thence left 105°10' along a bearing S. 74°50' W. a distance of 155.1 feet; thence left 74°50' along the west line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  a distance of 150 feet more or less to the true point of beginning.

3. All that part of the northeast quarter (NE $\frac{1}{4}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of Section Seventeen (17), Township Twenty-five (25) North, Range Forty-three (43) East of the Willamette Meridian, in the City of Spokane, County of Spokane and State of Washington, more particularly described as follows:

Beginning at the intersection of the southeasterly margin of the right of way of the Great Northern Railway Company with the east line of said northeast quarter (NE $\frac{1}{4}$ ) of the southwest Quarter (SW $\frac{1}{4}$ ); thence southwesterly along said southeasterly margin six hundred thirty-six and  $\frac{4}{10}$  (636.4) feet, more or less, to a corner of that certain tract conveyed to the St. Paul, Minneapolis & Manitoba Railway Company by deed dated August 1, 1892, recorded in Book 47 of Deeds, page 378; thence south 27°00' east along the boundary of said tract, three hundred seventy (370) feet, more or less, to a point on the north line of Block Twelve (12) of Resurvey of the Second Addition to Third Addition to Railroad Addition to Spokane, as per map thereof recorded in Book "C" of Plats, page 79, extended east; thence west along the north line of said Block Twelve (12) extended east, to the northeasterly line of said Block Twelve (12); thence southeasterly along said northeasterly line to the northerly boundary line of Trent Avenue; thence east along the northerly boundary of said Trent Avenue extended east to the southwesterly boundary line of Superior Street; thence northwesterly along said southwesterly line to the east line of said north-west quarter (NE $\frac{1}{4}$ ) of the southwest quarter (SW $\frac{1}{4}$ ); thence north along said east line to the point of beginning, Except a strip of land

twenty-five (25) feet wide south of and adjoining the southeasterly margin of said railroad right of way, as conveyed to the Great Northern Railway Company, a corporation, by deed recorded in Book 445 of Deeds, page 389;

Also, Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block One (1) of DENNIS AND BRADLEY'S ADDITION to Spokane Falls (now Spokane), in the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "A" of Plate, page 160, in the office of the County Auditor of said County, Except all that part of said Lot Seventeen (17) included within the boundaries of the following described tract conveyed to the Great Northern Railway Company, a corporation, by deed recorded in Book 445 of Deeds, page 389;

Beginning at the northeast corner of said Lot Seventeen (17); thence west along the north boundary thereof and said north boundary extended one hundred thirty (130) feet; thence south twenty (20) feet; thence at an angle of 50° to the left ten (10) feet, more or less, to the west line of said Lot Seventeen (17); thence northeasterly in a direct line to the place of beginning;

Also EXCEPT that part of said Lot Three (3) situated northerly of a direct line extending from the northeast corner to the southwest corner thereof;

Also, Lots Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Seventeen (17) and Eighteen (18) in Block Two (2) and all of Block Fourteen (14) of DENNIS AND BRADLEY'S ADDITION to Spokane Falls (now Spokane);

Also, all of Block Fifteen (15) of DENNIS AND BRADLEY'S ADDITION to Spokane Falls (now Spokane), together with vacated alley north and south through said Block Fifteen (15);

Also, beginning at the northwest corner of Lot Twelve (12) in Block Fifteen (15) of DENNIS AND BRADLEY'S ADDITION to Spokane Falls (now Spokane); thence south along the west line thereof thirty-five and 1/10 (35.1) feet to the most westerly southwest corner of said lot; thence west twenty (20) feet, more or less, to the east line of the northeast quarter (NE 1/4) of the southwest quarter (SW 1/4) of Section Seventeen (17), Township Twenty-five (25) North, Range Forty-three (43) East of the Willamette Meridian; thence north along said east line to the south line of the tract conveyed to the Great Northern Rail-

way Company, a corporation, by deed recorded in Book 445 of Deeds, page 389; thence easterly along said south line to the west line of Lot Seventeen (17) in Block One (1) of said Dennis and Bradley's Addition; thence south along the west line of said Block One (1) to the southwest corner thereof; thence along said line extended south to the northwest corner of Block Fifteen (15) of said Addition; thence along the west line of said Block Fifteen (15) to the point of beginning;

Also, all that part of Springfield Avenue (necated) more particularly described as follows:

Beginning at the northeast corner of Lot Seventeen (17) in Block Fifteen (15) of Dennis and Bradley's Addition to Spokane Falls (now Spokane); thence north to the southeast corner of Lot Eleven (11) in Block One (1) of said addition; thence west along the south line of said Lot Eleven (11) to the southwest corner thereof; thence south to the northwest corner of Lot Seventeen (17) in said Block Fifteen (15); thence east along the north line of said Lot Seventeen (17) to the point of beginning.

4. The North half ( $N\frac{1}{2}$ ) of Lots one (1) and three (3) of Block Six (6), Original Plat of Wallace, Shoshone County, Idaho according to the official and recorded plat thereof in said County.

5. Lot 16 in Block 2 of DENNIS AND BRADLEY'S ADDITION to Spokane Falls (now Spokane), in the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "A" of Plats, page 160, in the office of the County Auditor of said County.

6. Lots 18 and 19 of PLAT No. 1 OF WEST FARMS IRRIGATED TRACTS, in the County of Spokane and State of Washington, as per map thereof recorded in Book "O" of Plats, page 37, in the office of the County Auditor of said County.

7. Lots 9 to 16 both inclusive in Block 12 of CENTRAL PARK ADDITION to Spokane Falls (now Spokane), in the County of Spokane and State of Washington, as per map thereof recorded in Book "O" of Plats, page 14, in the office of the County Auditor of said County.

8. That part of the Northeast Quarter of the Northeast Quarter ( $NE\frac{1}{4}$ ) ( $NE\frac{1}{4}$ ) of Section Thirty-five (35), Township Twenty-five (25) North, Range Forty-two (42) E. W. M. in the City of Spokane, County of Spokane and State of Washington more particularly described as follows:

Beginning at a point 80 rods north of the southwest corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 35; thence east 317 feet; thence south 380 feet; thence west 317 feet; thence north to the point of beginning, except all that part thereof within the following described strip of land:

Beginning at a point 1003½ feet west of the northeast corner of the NE $\frac{1}{4}$  of said Section 35; thence in a westerly direction on and along the north line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said section to the northwest corner of said quarter quarter section; thence in a southerly direction on and along the west line of said quarter quarter section a distance of 100 feet; thence in an easterly direction parallel with and 100 feet distant from, at right angles, to a line running south from the point of beginning; thence in a northerly direction a distance of 100 feet to the point of beginning.

9. That part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ ) (NE $\frac{1}{4}$ ) of Section Thirty-five (35), Township Twenty-five (25) North, Range Forty-two (42) E.W.M., in the County of Spokane and State of Washington, described as follow:

Beginning at a point 293½ feet west and 100 feet south of the northeast corner of said Section 35; thence west 710 feet; thence south 280 feet; thence east 522 feet; thence northeasterly to a point which is 193½ feet south of the point of beginning; thence north 193½ feet to the point of beginning.

Also: Beginning at a point on the westerly side of Thorp Road, 380 feet, measured at right angles, south of the north line of said NE $\frac{1}{4}$ ; thence southwesterly along the northwesterly line of Thorp Road, 350 feet to a point; thence in a northwesterly direction 390 feet, more or less, to a point on the south line of the north 380 feet of said NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ , which point is 155 feet east of the west line of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$ ; thence east to the point of beginning.

Subject to right of way deed through the land between the main road and the house of the grantors, recorded in Book 84 of Deeds, page 52.

10. The north 110 feet of the east 150 feet of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ ) (NW $\frac{1}{4}$ ) of Section Thirty-four (34) and the south 40 feet of the east 150 feet of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ ) (SW $\frac{1}{4}$ ) of Section Twenty-seven (27), all in Township Twenty-six (26) North, Range Forty-four (44) E.W.M., in the County of Spokane and State of Washington.

11. That part of the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ ) (SW $\frac{1}{4}$ ) of Section Seventeen (17), Township Twenty (20) North, Range Forty-three (43) E.W.M. described as follows: Beginning at the point of intersection of the southerly line of the Rosalia-Malden Road and the west line of the NW $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 17; thence south on the section line 212 feet to point on the westerly side of said County road; thence N. 23° 37' East 323 feet along the westerly side of said County road and said line produced to its intersection with the southerly line of the Rosalia-Malden Road; thence S. 57° 00' West 184 feet more or less along the southerly side of said road to the point of beginning.

12. That part of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ ) (SE $\frac{1}{4}$ ) of Section Eighteen (18), Township Twenty (20) North, Range Forty-three (43) E.W.M. described as follows: Beginning at the point of intersection of the southerly line of the Rosalia-Malden Road and the east line of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 18; thence S. 57° 00' West along the southerly line of said road 150 feet; thence S. 33° 00' East 178.1 feet; thence N. 57° 00' East 34 feet more or less to a point on the east line of said NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 18; thence north along said Section line 212 feet more or less to the point of beginning.

13. That portion of Lot 13 Block 6, lying Northwest of a line drawn from the Northwest corner of Lot 1 Block 6 to the Northwest corner of Lot 7 Block 7

Lots 1 and 13 in Block 7  
 Lots 1 and 13 in Block 8  
 Lots 1 and 13 in Block 9  
 Lots 1 and 13 in Block 10  
 Lots 1 and 13 in Block 11  
 Lots 1-2-13 and 14 in Block 12  
 Lots 1-2-3 and Lots 13 to 24 inclusive in Block 13  
 Lots 13-14 and 15 in Block 22

All in Occident Addition to Spokane Falls (now Spokane), in the County of Spokane and State of Washington, as per map thereof, recorded in Book "C" of Plats, page 64, situated in the County of Spokane, State of Washington.

14. All of the following described real estate, situated in County of Bonner, State of Idaho, to-wit:

Beginning on Northerly line of the Northern Pacific Railway right of way 600 feet west from where said right of way crosses the East line



of Section 28 in Township 5 $\frac{1}{2}$  North of Range 3 East of the Boise Meridian; thence North 650 feet to Clarksfork River; thence westerly along meanderings of river to point where same crosses the center line of Section 28; thence south to north line of right of way of Northern Pacific Railway Company; thence easterly along right of way 2000 feet to place of beginning.

15. Lot Nine (9) of Block One (1), Mrs. S. C. Thompson's Second Addition to the City of Lewiston, Nez Perce County, State of Idaho, according to the recorded plat thereof.

16. Lots Eleven (11) and Twelve (12) in Block One (1), of BERRMAN'S ADDITION, in the County of Spokane and State of Washington.

17. County Treasurer's Deed No. 741, Pend Oreille County, Washington: Northwest Quarter Northeast Quarter (NW $\frac{1}{4}$  NE $\frac{1}{4}$ ) Section Thirty-four (34), Township Thirty-two (32) N., Range Forty-three (43), E.W.M.

18. All those lands lying or situate in Sanders County, Montana, conveyed to The Washington Water Power Company by deeds recorded as follows in Sanders County, Montana:

Date Recorded	Document No.	Book	Page
August 20, 1952.....	77896	57	506
August 11, 1952.....	77849	57	483
September 10, 1952.....	78024	58	26
January 17, 1953.....	78743	58	365
January 29, 1953.....	78742	58	363
December 11, 1952.....	78529	58	253
December 11, 1952.....	78531	58	257
December 11, 1952.....	78530	58	255
August 11, 1952.....	77847	57	481
September 29, 1952.....	78112	58	86
August 20, 1952.....	77897	57	502
January 8, 1953.....	78640	58	319
January 8, 1953.....	78638	58	315
January 8, 1953.....	78639	58	317
March 26, 1953.....	78992	58	480
March 26, 1953.....	78993	58	482
March 26, 1953.....	78994	58	484

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in any wise appertaining to the aforesaid

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 aforesaid property and franchises and every part and parcel thereof.

It is HEREBY AGREED by the Company that, subject to the provisions of Section 87 of the Mortgage, all the property, rights, and franchises acquired by the Company after the date hereof (except any heretofore or hereinafter or in the Mortgage, as supplemented, expressly excepted) shall be 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 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 Second Supplemental Indenture and from the lien and operation of the Mortgage, as supplemented, viz: (1) cash, shares of stock and obligations (including bonds, notes and other securities) not hereafter specifically pledged, paid, deposited or delivered under the Mortgage, as supplemented, or covenanted so to be; (2) merchandise, equipment, materials or supplies held for the purpose of sale in the usual course of business or for the consumption in the operation of any properties of the Company; (3) bills, notes and accounts receivable, and all contracts, leases and operating agreements not specifically pledged under the Mortgage, as supplemented, or this Second Supplemental Indenture or covenanted so to be; (4) electric energy and other materials or products generated, manufactured, produced or purchased by the Company for sale, distri-

bution or use in the ordinary course of its business; and (5) any property heretofore released pursuant to any provisions of the Mortgage, as supplemented, and not heretofore disposed of by the Company; provided, however, that the property and rights expressly excepted from the lien and operation of this Second Supplemental Indenture and from the lien and operation of the Mortgage, as supplemented, in the above subdivisions (2) and (3) shall (to the extent permitted by law) cease to be so excepted in the event 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 XII of the Mortgage by reason of the occurrence of a Completed Default as defined in said Article XII.

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 the Individual Trustee and (to the extent of its legal capacity to hold the same for the purposes hereof) unto the Corporate Trustee, and their successors, heirs 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 supplemented, this Second Supplemental Indenture being supplemental to the Mortgage.

AND IT IS HEREBY COVENANTED by the Company that all the terms, conditions, provisos, covenants and provisions contained in the Mortgage, as supplemented, shall affect and apply to the property hereinbefore described and conveyed, and to the estates, 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 or assignors in such trust under the Mortgage, as follows:

#### **ARTICLE I**

##### **Third Series of Bonds,**

SECTION 1. There shall be a series of bonds designated "3 $\frac{7}{8}$ % Series due 1933" (herein sometimes referred to as the "Third Series"), each of which shall also bear the descriptive title First Mortgage Bond, and the form thereof and of the 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 Third Series shall mature on May 1, 1933, and shall be issued as coupon bonds in the denomination of One Thousand Dollars, registerable as to principal, and as fully registered bonds in denominations of One Thousand Dollars and Ten Thousand Dollars and, at the option of the Company, as to either coupon bonds or fully registered bonds, in the denomination of One Hundred Dollars or in any multiple or multiples thereof (the exercise of such option to be evidenced by the execution and delivery thereof); they shall bear interest at the rate of three and seven-eighths per centum (3 $\frac{7}{8}$ %) per annum, payable semi-annually on November 1 and May 1 of each year until the principal thereof shall become due and payable (whether at maturity, by declaration, or otherwise) and at the rate of six per centum (6%) per annum on any overdue principal and (to the extent permitted by law) on any overdue installment of interest; and the principal of and interest on each such bond to 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 Third Series shall be dated as of May 1, 1953, and fully registered bonds of the Third Series shall be dated as in Section 10 of the Mortgage provided.

(I) Bonds of the Third Series shall be redeemable either at the option of the Company or pursuant to the requirements of the Mortgage, as supplemented, in whole at any time, or in part from time to time, prior to maturity, upon notice published as provided in Section 52 of the Mortgage, once on at least four different days before the date fixed for redemption, the first publication to be at least thirty (30) days prior to the date fixed for redemption, at the following general redemption prices, expressed in percentages of the principal amount of the bonds to be redeemed:

#### GENERAL REDEMPTION PRICES

If redeemed during 12 months period ending April 30,

1954.....	104.00%	1964.....	102.63%	1974.....	101.25%
1955.....	103.87%	1965.....	102.49%	1975.....	101.11%
1956.....	103.73%	1966.....	102.35%	1976.....	100.97%
1957.....	103.59%	1967.....	102.21%	1977.....	100.83%
1958.....	103.45%	1968.....	102.07%	1978.....	100.69%
1959.....	103.32%	1969.....	101.94%	1979.....	100.56%
1960.....	103.18%	1970.....	101.80%	1980.....	100.42%
1961.....	103.04%	1971.....	101.66%	1981.....	100.28%
1962.....	102.90%	1972.....	101.52%	1982.....	100.14%
1963.....	102.76%	1973.....	101.38%	1983.....	100.00%

in each case together with accrued interest to the date fixed for redemption.

(II) Bonds of the Third Series shall also be redeemable in whole at any time, or in part from time to time, prior to maturity, upon like notice, by the application (either at the option of the Company or pur-



suant to the requirements of the Mortgage) of cash deposited with the Corporate Trustee pursuant to the provisions of Section 38, Section 39 or Section 64 of the Mortgage or with the Proceeds of Released Property; provided, however, that in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage, if the date fixed for such redemption shall be prior to January 1 of the calendar year in which such deposit of cash shall become due under the provisions of Section 39 of the Mortgage, they shall be redeemable at the general redemption prices set forth in subdivision (I) of this Section, together with accrued interest to the date fixed for redemption; and provided further, that

(1) in the case of application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 39 of the Mortgage, if the date fixed for such redemption shall be on or after January 1 of the calendar year in which such deposit of cash shall become due, or

(2) in the case of redemption by the application of cash deposited with the Corporate Trustee pursuant to the provisions of Section 38 or Section 64 of the Mortgage or with the Proceeds of Released Property,

they shall be redeemable at the special redemption price of the principal amount of the bonds to be redeemed, without premium, together with accrued interest to the date fixed for redemption.

(III) At the option of the holder, any coupon bonds of the Third 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 Third 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 Third 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 Third 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.** The last paragraph of Section 54 of the Mortgage is hereby amended to read as follows:

"If any fully registered bond of a denomination larger than One Thousand Dollars (\$1,000) shall be called for redemption in part only, the notice of redemption shall specify the principal amount thereof to be redeemed, and such fully registered bond shall be presented for cancellation properly endorsed for transfer at or after the date fixed for the redemption of said bonds so called for redemption, and thereupon the payment with respect to said bond shall be made upon surrender of said bond so endorsed, and coupon bonds or fully registered bonds for the unpaid balance of the principal amount of the fully registered bond so presented and surrendered shall be executed by the Company and authenticated and delivered by the Corporate Trustee without charge therefor to the holder thereof, provided, however, that in the case of redemption or purchase by the Corporate Trustee in part of any fully registered bond of the 3½% Series due 1983 or any subsequent series of a denomination larger than Ten Thousand Dollars (\$10,000), under any provisions of this Indenture, the registered owner need not surrender such fully registered bond for cancellation, and the Corporate Trustee or its authorized agent shall upon presentation of such bond at its office for such purpose make notation thereon of the payment of the portion of the principal amount of such bond so called for redemption or purchased in part and of the number or numbers, if any, of the coupon bonds theretofore endorsed upon or reserved for such fully registered bond which are canceled upon such payment. On and after the date fixed for such redemption, or, on and after the date of any such purchase, as the case may be, interest shall be payable only on the portion of each such fully registered bond not so called for redemption or purchased and only such portion shall continue to be entitled to the benefit of the Lien of this Indenture."

SECTION 3. The terms defined in the Mortgage, as supplemented, shall, for all purposes of this Second Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 4. 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 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 Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVI of the Mortgage, as supplemented, shall apply to and form part of this Second 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 Second Supplemental Indenture.

SECTION 5. Whenever in this Second Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XV and XVI of the Mortgage, as supplemented, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 6. Nothing in this Second 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 Second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company 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 7.** So long as any bonds of the Third Series remain Outstanding, unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Third Series Outstanding at the time of such waiver, notwithstanding the provisions of the second paragraph of Section 7 of the Mortgage, in any Net Earning Certificate required to be delivered to the Corporate Trustees there shall be included in the operating expenses all interest on customers' deposits and all provisions for renewal, replacement, depreciation, depletion and retirement of property and for property losses; provided, however, that the amounts actually expended for and the amounts accrued for repairs and maintenance plus the provisions for renewal, replacement, depreciation, depletion and retirement of property and for property losses so included shall not be less than an amount equal to thirteen and one-half per centum ( $13\frac{1}{2}\%$ ) of the Gross Operating Revenues for the twelve (12) consecutive calendar months covered by such certificate.

**Section 8.** The Company covenants that it will file with the Corporate Trustees, on or before November 1 of each year beginning with the year 1954, a Treasurer's Certificate stating that, except as may be set forth to the contrary in such certificate, the Company has complied with all of the provisions of this Indenture and as of the date of the certificate is not in default with respect to any of its covenants contained in this Indenture.

The Company covenants that it will notify the Corporate Trustees immediately upon the occurrence of any event specified in Section 44



of the Mortgage without waiting for the passage of the ninety (90)-day period of grace specified therein.

The Company covenants that, so long as any bonds of the Third Series remain Outstanding (unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Third Series Outstanding at the time of such waiver), it will not transfer any property which is subject to the lien of the Mortgage to any subsidiary of the Company except in accordance with the provisions of Article XV of the Mortgage or except such property as shall thereupon be released from the lien of the Mortgage under the provisions of Article XI thereof.

SECTION 9. The fifth paragraph of Section 38 of the Mortgage is hereby amended by inserting "(other than cash subsequently withdrawn under the provisions of subdivision (A) of this Section or, on the basis of the right to the authentication and delivery of bonds on the basis of property additions, under the provisions of subdivision (B) of this Section)" after the words "shall deduct the aggregate amount of any cash".

SECTION 10. The Company may enter into agreements which have the approval of the Corporate Trustee with any holders of registered bonds without coupons providing for the payment to such holders of the principal or, and the premium, if any, and interest on, such bonds, or any part thereof, at a place other than the place of payment stated in such bonds, and for the making of notations, if any, of such payments on such bonds by such bank or trust company or banks or trust companies as may be designated by the Corporate Trustee to act as its agent or agents for such purpose. The Corporate Trustee is authorized to enter into or approve any such agreement and, subject to the provisions of Sections 187 and 188 of the Mortgage, shall not be liable or responsible for any act or omission to act on the part of any such agent in connection with any such agreement.

## ARTICLE II

## Miscellaneous Provisions.

SECTION 2. The last paragraph of Section 54 of the Mortgage is hereby amended to read as follows:

"If any fully registered bond of a denomination larger than One Thousand Dollars (\$1,000) shall be called for redemption in part only, the notice of redemption shall specify the principal amount thereof to be redeemed, and such fully registered bond shall be presented for cancellation properly endorsed for transfer at or after the date fixed for the redemption of said bonds so called for redemption, and thereupon the payment with respect to said bond shall be made upon surrender of said bond so endorsed, and coupon bonds or fully registered bonds for the unpaid balance of the principal amount of the fully registered bond so presented and surrendered shall be executed by the Company and authenticated and delivered by the Corporate Trustee without charge therefor to the holder thereof, provided, however, that in the case of redemption or purchase by the Corporate Trustee in part of any fully registered bond of the 3 7/8% Series due 1983 or any subsequent series of a denomination larger than Ten Thousand Dollars (\$10,000), under any provisions of this Indenture, the registered owner need not surrender such fully registered bond for cancellation, and the Corporate Trustee or its authorized agent shall upon presentation of such bond at its office for such purpose make notation thereon of the payment of the portion of the principal amount of such bond so called for redemption or purchased in part and of the number or numbers, if any, of the coupon bonds theretofore endorsed upon or reserved for such fully registered bond which are canceled upon such payment. On and after the date fixed for such redemption, or, on and after the date of any such purchase, as the case may be, interest shall be payable only on the portion of each such fully registered bond not so called for redemption or purchased and only such portion shall continue to be entitled to the benefit of the Lien of this Indenture."

SECTION 3. The terms defined in the Mortgage, as supplemented, shall, for all purposes of this Second Supplemental Indenture, have the meanings specified in the Mortgage, as supplemented.

SECTION 4. 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 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 Second Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely. Each and every term and condition contained in Article XVI of the Mortgage, as supplemented, shall apply to and form part of this Second 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 Second Supplemental Indenture.

SECTION 5. Whenever in this Second Supplemental Indenture either of the parties hereto is named or referred to, this shall, subject to the provisions of Articles XV and XVI of the Mortgage, as supplemented, be deemed to include the successors and assigns of such party, and all the covenants and agreements in this Second Supplemental Indenture contained by or on behalf of the Company, or by or on behalf of the Trustees, or either of them, shall, subject as aforesaid, bind and inure to the respective benefits of the respective successors and assigns of such parties, whether so expressed or not.

SECTION 6. Nothing in this Second 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 Second Supplemental Indenture or any covenant, condition, stipulation, promise or agreement hereof, and all the covenants, conditions, stipulations, promises and agreements in this Second Supplemental Indenture contained by or on behalf of the Company 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 7.** So long as any bonds of the Third Series remain Outstanding, unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Third Series Outstanding at the time of such waiver, notwithstanding the provisions of the second paragraph of Section 7 of the Mortgage, in any Net Earning Certificate required to be delivered to the Corporate Trustee there shall be included in the operating expenses all interest on customers' deposits and all provisions for renewal, replacement, depreciation, depletion and retirement of property and for property losses; provided, however, that the amounts actually expended for and the amounts accrued for repairs and maintenance plus the provisions for renewal, replacement, depreciation, depletion and retirement of property and for property losses so included shall not be less than an amount equal to thirteen and one-half per centum (13½%) of the Gross Operating Revenues for the twelve (12) consecutive calendar months covered by such certificate.

**Section 8.** The Company covenants that it will file with the Corporate Trustee, on or before November 1 of each year beginning with the year 1954, a Treasurer's Certificate stating that, except as may be set forth to the contrary in such certificate, the Company has complied with all of the provisions of this Indenture and as of the date of the certificate is not in default with respect to any of its covenants contained in this Indenture.

The Company covenants that it will notify the Corporate Trustee immediately upon the occurrence of any event specified in Section 44

of the Mortgage without waiting for the passage of the ninety (90)-day period of grace specified therein.

The Company covenants that, so long as any bonds of the Third Series remain Outstanding (unless this requirement shall have been waived in writing by the holders of a majority in principal amount of the bonds of the Third Series Outstanding at the time of such waiver), it will not convey or transfer any property which is subject to the lien of the Mortgage to any subsidiary of the Company except in accordance with the provisions of Article XV of the Mortgage or except such property as shall thereupon be released from the lien of the Mortgage under the provisions of Article XI thereof.

SECTION 9. The fifth paragraph of Section 38 of the Mortgage is hereby amended by inserting "(other than cash subsequently withdrawn under the provisions of subdivision (A) of this Section or, on the basis of the right to the authentication and delivery of bonds on the basis of property additions, under the provisions of subdivision (B) of this Section)" after the words "shall deduct the aggregate amount of any cash".

SECTION 10. The Company may enter into agreements which have the approval of the Corporate Trustee with any holders of registered bonds without coupons providing for the payment to such holders of the principal of, and the premium, if any, and interest on, such bonds, or any part thereof, at a place other than the place of payment stated in such bonds, and for the making of notations, if any, of such payments on such bonds by such bank or trust company or banks or trust companies as may be designated by the Corporate Trustee to act as its agent or agents for such purpose. The Corporate Trustee is authorized to enter into or approve any such agreement and, subject to the provisions of Sections 137 and 138 of the Mortgage, shall not be liable or responsible for any act or omission to act on the part of any such agent in connection with any such agreement.



SECTION 11. The Company covenants that it will not request the cancellation and discharge of the lien of the Mortgage under the provisions of Section 106 thereof unless it shall have authorized the Corporate Trustee to give to the holders of bonds of the Third Series notice by publication in one Daily Newspaper printed in the English language and published and of general circulation in the Borough of Manhattan, The City of New York, that funds for the immediate payment of such bonds and the premium, if any, and interest thereon are on deposit with the Corporate Trustee.

SECTION 12. This Second Supplemental Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13. The titles of the several Articles of this Second Supplemental Indenture shall not be deemed to be any part thereof.

IN WITNESS WHEREOF, on this 8th day of June, 1953, THE WASHINGTON WATER POWER 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 for and in its behalf, and CITY BANK FARMERS 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 its President or one of its Vice-Presidents and its corporate seal to be attested by its Secretary or one of its Assistant Secretaries, and RALPH E. MORTON, one of the parties hereto of the second part, has for all like purposes hereunto set his hand and affixed

25

his seal, all in The City of New York, New York, as of the day and year first above written.

THE WASHINGTON WATER POWER COMPANY,

By AM Rieck  
President.

Attest:

E. DeLoach  
Assistant Secretary.

Executed, sealed and delivered by THE WASHINGTON WATER POWER COMPANY, in the presence of:

John M. Stuart

CITY BANK FARMERS TRUST COMPANY,

As Trustee.

By Geo. F. Rieck  
Vice-President.

Attest:

E. DeLoach  
Assistant Secretary.

Executed, sealed and delivered by CITY BANK FARMERS TRUST COMPANY, in the presence of:

Geo. F. Rieck  
G. F. Rieck  
A. Hall

Ralph E. Morton (L.S.)  
RALPH E. MORTON

Executed, sealed and delivered by RALPH E. MORTON, in the presence of:

Geo. F. Rieck  
W. H. Rieck

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

On the 8th day of June, 1953, before me personally appeared K. M. ROBINSON, to me known to be the President of THE WASHINGTON WATER POWER 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.

On the 8th day of June, in the year 1953, before me, ALICE M. POWELL, a Notary Public in and for the State and County aforesaid, personally appeared K. M. ROBINSON, known to me to be the President of THE WASHINGTON WATER POWER COMPANY, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

*Alice M. Powell*  
Notary Public.

ALICE M. POWELL  
Notary Public, State of New York  
Qualified in Queens County  
No. 41-3145300  
Cert. filed in Queens, New York  
Kings & Westchester  
Register's Office-Queens, N. Y. & Kings  
Commission Expires March 30, 1955  
Residing at Jackson Heights, N. Y.



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

On the 8th day of June, 1953, before me personally appeared GEO. J. KENNY, to me known to be a Vice-President of CITY BANK FARMERS 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.

On the 8th day of June, in the year 1953, before me, STANLEY A. NELSON, a Notary Public in and for the State and County aforesaid, personally appeared Geo. J. KENNY, known to me to be a Vice-President of CITY BANK FARMERS TRUST COMPANY, one of the corporations that executed the within and foregoing instrument and acknowledged to me that such Corporation executed the same.

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

  
Notary Public.

STANLEY A. NELSON  
Notary Public, State of New York  
No. 30-5800000  
Qualified in Nassau County  
Certificates filed in the following Offs.  
County Clerks: New York and Fulton  
City Register: New York County  
Term Expires March 30, 1955

Residing at Westbury, New York

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

On this 8th day of June, in the year 1953, before me STANLEY A. NELSON, a Notary Public in and for the State and County aforesaid, personally appeared RALPH E. MORRIS, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

On this day personally appeared before me RALPH E. MORRIS, 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 use and purposes therein mentioned.

Given under my hand and official seal this 8th day of June, 1953.

*Stanley A. Nelson*  
 \_\_\_\_\_  
 Notary Public

STANLEY A. NELSON  
 Notary Public, State of New York  
 No. 30-28660 0

Qualified in Nassau County  
 Certificates filed in the following Office  
 County Clerks: New York and Fulton  
 City Registers: New York County  
 Term Expires March 30, 1955

Residing at Westbury, New York



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

K. M. ROBINSON, being duly sworn, deposes and says that he is the President of THE WASHINGTON WATER POWER 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.

K. M. Robinson

Subscribed and sworn to before me }  
this 9th day of June, 1953.

Alice M. Powell  
Notary Public

ALICE M. POWELL  
Notary Public, State of New York  
Qualified in Queens County  
No. 41-3145700  
Cert. filed in Queens, New York  
Kings & Westchester  
Register's Office-Queens, N. Y. & Kings  
Commission Expires March 30, 1955  
Residing at Jackson Heights, N. Y.

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

Geo. J. KENNY, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice-President of CITY BANK FARMERS TRUST COMPANY, a corporation, one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust: that said mortgage and deed of trust is made in good faith to secure the amount named therein (not in excess of One Hundred and Fifty Million Dollars (\$150,000,000), subject to being increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000), as therein provided) and without design to hinder, delay or defraud creditors, and that he makes this affidavit on behalf of said City Bank Farmers Trust Company.

Subscribed and sworn to before me }  
this 8th day of June, 1953.

*Stanley A. Nelson*  
Notary Public

STANLEY A. NELSON  
Notary Public, State of New York  
No. 30-2866000

Qualified in Nassau County  
Certificates filed in the following Offs.  
County Clerk: New York and Fulton  
City Register: New York County  
Term Expires March 30, 1955

Residing at Westbury, New York

31

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

RALPH E. MORTON, being first duly sworn, upon oath, deposes and says; that he is one of the mortgagees and trustees named in the foregoing mortgage and deed of trust; that the mortgage and deed of trust is made in good faith to secure the amount named therein (not in excess of One Hundred and Fifty Million Dollars (\$150,000,000), subject to being increased to an amount not exceeding Five Hundred Million Dollars (\$500,000,000), as therein provided) and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me }  
this 8th day of June, 1953.

*Stanley A. Nelson*  
.....  
Notary Public

STANLEY A. NELSON  
Notary Public, State of New York  
No. 30-2366000  
Qualified in Nassau County  
Certificates filed in the following Office.  
County Clerks: New York and Fulton  
City Register: New York County  
Term Expires March 30, 1955

Residing at Westbury, New York

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

Geo. J. KENNY, being first duly sworn, upon oath, deposes and says: that he is an officer, to-wit, a Vice President of CITY BANK FARMERS TRUST COMPANY, a corporation, one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust and that the foregoing mortgage and deed of trust is a true copy of said original mortgage and deed of trust.

*Geo. J. Kenny*  
.....

Subscribed and sworn to before me }  
this 8th day of June, 1953. }

*Stanley A. Nelson*  
.....  
Notary Public

STANLEY A. NELSON  
Notary Public, State of New York  
No. 30-2396006  
Qualified in Nassau County  
Certificates filed in the following Offs.  
County Clerks: New York and Fulton  
City Registers: New York County  
Term Expires March 30, 1955  
Residing at Westbury, New York

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

RALPH E. MEZTON, being first duly sworn, upon oath, deposes and says: that he is one of the mortgagees and/or trustees named in the foregoing mortgage and deed of trust; that the foregoing mortgage and deed of trust is a true copy of said original mortgage and deed of trust.

Ralph E. Meztan

Subscribed and sworn to before me }  
this 8th day of June, 1953.

Stanley A. Nelson  
Notary Public

STANLEY A. NELSON  
Notary Public, State of New York  
No. 22366000  
Qualified in Nassau County  
Commission filed in the following offices:  
County Clerk New York and Albany  
City Register New York County  
Term Expires March 30, 1957

Residing at Westbury, New York



**RECEIPT**

The undersigned, THE WASHINGTON WATER POWER COMPANY, the mortgagor in the foregoing mortgage and deed of trust, hereby acknowledges surrender, without cost, by the mortgagees and trustees to the undersigned at the time of its execution of the foregoing mortgage and deed of trust of a correct copy of said original mortgage and deed of trust, as signed, with the acknowledgments shown thereon, and acknowledges receipt thereof.

Dated this 8th day of June, 1953.

THE WASHINGTON WATER POWER COMPANY

By

*A. M. Heineman*  
President.

Attest:

*[Signature]*  
Assistant Secretary.

REGISTERED
INDEXED: DIS.
INDEXED: T
RECORDED:
COMPARED
MAILED

STATE OF WASHINGTON  
COUNTY OF KAMAHIA

I HEREBY CERTIFY THAT THE WITHIN

DOCUMENTS WERE FILED BY \_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

RECORDED FOR \_\_\_\_\_ COUNTY, WASH.

\_\_\_\_\_

COUNTY AUDITOR

BY \_\_\_\_\_