

Ross to S.L.L.&P.Co.

This Indenture made this-11- day of January in the year of our Lord one thousand nine hundred and eleven between Ross M. Ross of Skamania County State of Washington, a single man, party of the first part, and Shipherd Land Light and Power Company a corporation of the State of Washington, party of the second part witnesseth: That the said party of the first part, for and in consideration of the sum of eleven hundred and fifty dollars (\$1150.00) lawful money of the United States to him in hand paid by the said party of the second part the receipt whereof is hereby acknowledged does by these presents grant bargain, sell and convey unto the said party of the second part and to its successors and assigns the following described tract or parcel of land lying and being in the County of Skamania State of Washington and bounded and described as follows to-wit:

Lot twelve (12) in sub-division of Southeast quarter of Section seventeen (17) Township three (3) North of Range eight (8) East of Willamette Meridian, as shown by the plat of such sub-division, records of Skamania County Washington, containing 10 acres more or less. together with all and singular the tenements hereditaments and appurtenances thereunto belonging. This conveyance is intended as a mortgage to secure the payment of the sum of twelve hundred and fifty (\$1250.00) dollars lawful money of the United States together with interest thereon at rate of 6 per cent per annum from date until paid, according to the terms and conditions of five certain notes of two hundred and thirty dollars each bearing date January ----1911, made and executed by Ross M. Ross payable on or before one, two, three, four and five years after date to the order of Shipherd Land Light and Power Co., and these presents shall be void if such payment is made according to the terms and conditions thereof. But in case default shall be made in the payment of the principal or interest as therein provided, then the said party of the second part its heirs executors or assigns may immediately thereafter in the manner provided by law foreclose this mortgage for the whole amount due upon said principal and interest with all other sums hereby secured. In any suit or other proceedings which may be had for the recovery of the amount due on either said notes or this mortgage said party of the second part its heirs or assigns shall be entitled to have the right to have included in the judgment which may be recovered such sum as the court may adjudge reasonable as attorneys fees to be taxed as part of the costs of such suit, as well as all payments which said party of the second part its heirs or assigns may be obliged to make for its or their security by insurance or on account of any taxes incumbrances or assessments whatsoever on the said premises or any part thereof. In case of foreclosure of this mortgage the party of the second part its successors or assigns shall be entitled to have entered in such foreclosure suit a judgment for any deficiency remaining unpaid upon account of the indebtedness hereby secured, including taxes insurance or other lawful assessment after applying the proceeds of the sale of the premises above described to the payment thereof and to the costs of such suit.

In Witness Whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in presence of

A.N. Page

Ross M. Ross (Seal)

Alice L. Page

State of Washington

County of Skamania, ss. I, A.N. Page a Notary Public in and for the said State do hereby certify that on this eleventh day of January 1911 personally appeared before me Ross M. Ross to me known to be the individual described in and who executed the within

at its agency in Amsterdam at the rate of two and forty-eight and one-fourth hundredths (2.48 $\frac{1}{4}$) guilders for every one dollar (\$1.), without deduction for taxes, being the semi-annual interest then due on its First and Refunding Mortgage Thirty Year Sinking Fund Gold Bond, series, No. unless said bond shall have been called for previous redemption. From every coupon maturing prior to February 1, 1922, the words "unless said Bond shall have been called for previous redemption" shall be omitted.

(Form of registered bond without coupons)

UNITED STATES OF AMERICA

STATE OF OREGON

PORTLAND RAILWAY, LIGHT AND POWER COMPANY

First and Refunding Mortgage Thirty Year Sinking Fund Gold Bond

Series.....

.....Per Cent

No.....

\$.....

For value received, Portland Railway, Light and Power Company, a corporation of the State of Oregon (hereinafter called "Company"), promises to pay to

or registered assigns, the sum of dollars (\$) in gold coin of the United States of America of or equal to the standard of weight and fineness existing February 1, 1912, on the 1st day of February, 1942, at the office of the Fidelity Trust Company in Philadelphia, Pa., or, at the option of the holder, at the office of Lee, Higginson & Company or their successors in Boston, Mass., or at the agency of the Company in the Borough of Manhattan, New York, N.Y., or an equivalent amount in English currency at the office of Higginson & Company in London, England, at the rate of one pound (1) sterling for every four dollars and eighty-six and sixty-five hundredths cents (\$4.8665), or in French currency at its agency in Paris or at its agency in Geneva at the rate of five and seventeen and one-half hundredths (5.17 $\frac{1}{2}$) francs for every one dollar (\$1.), or in Dutch currency at its agency in Amsterdam at the rate of two and forty-eight and one-fourth hundredths (2.48 $\frac{1}{4}$) guilders for every one dollar (\$1.), and to pay interest thereon from the first day of February or the first day of August, as the case may be, next preceding the date hereof - or from such date if it be a first day of February or first day of August - at the rate of

Per cent. (%) per annum, payable semi-annually in like gold coin or currency and in like manner at each such office or agency on the first days of February and August.

Both the principal of and interest on this bond are payable without any deduction for any tax or taxes imposed by the United States or by any State, county or municipality therein which the Company or the Trustee hereinafter named may be required to pay thereon or authorized to retain therefrom under or by reason of any present or future law, the Company hereby agreeing to pay the said tax or taxes.

This bond is one of a series of an issue of bonds known as First and Refunding Mortgage Thirty Year Sinking Fund Gold Bonds of the Company limited to the aggregate principal sum of seventy-five million dollars (\$75,000,000.) at any time outstanding and maturing on the first day of February, 1942. All of said bonds are issued under and equally and ratably secured by a Mortgage Trust Indenture dated as of February 1, 1912, executed by the Company to said Fidelity Trust Company, as Trustee.