

NORTHWESTERN ELECTRIC COMPANY to ANGLO-CALIFORNIA TRUST COMPANY.

THIS MORTGAGE, made and entered into, at the City and County of San Francisco, State of California, this first day of July, 1912, by and between NORTHWESTERN ELECTRIC COMPANY, a corporation duly incorporated, organized and existing under the laws of the State of Washington, and having its office and principal place of business in the said City and County of San Francisco, State of California, hereinafter sometimes called "ELECTRIC COMPANY", the party of the first part, and ANGLO-CALIFORNIA TRUST COMPANY, a corporation duly incorporated, organized and existing under and by virtue of the laws of the State of California, and having its office and principal place of business in the said City and County of San Francisco, State of California, hereinafter called the "TRUSTEE", the party of the second part,

WITNESSETH: THAT, WHEREAS, a mortgage was made and entered into by and between the ELECTRIC COMPANY and the TRUSTEE at San Francisco, State of California, on the first day of July, 1912 (said mortgage being recorded, among other places, with the Auditor and Recorder of the County of Clark, State of Washington, on the 13th day of September, 1912, in Liber 97 of Mortgages, page 397), whereby the ELECTRIC COMPANY mortgaged to the TRUSTEE all of its property as security for an issue of ten thousand (\$10,000) of the ELECTRIC COMPANY'S bonds, each in the sum of one thousand dollars (\$1000.00), and numbered consecutively from one (1) to ten thousand (10,000), both inclusive, and known as its First Mortgage, Five Per Cent., Thirty Year Sinking Fund Gold Bonds, said bonds being dated the first day of July, 1912, and maturing on the first day of July, 1942.

AND, WHEREAS, by Section Five (5) of Article One (1) of said mortgage, certain restrictions and conditions are imposed upon the delivery of said bonds by the ELECTRIC COMPANY to the TRUSTEE, and upon the certification and delivery of said bonds by the TRUSTEE to the ELECTRIC COMPANY.

AND, WHEREAS, it is desired to cancel and annul said restrictions and conditions, and to substitute in their place the restrictions and conditions set forth in Section Five (5) of Article One (1) of this instrument.

AND, WHEREAS, the ELECTRIC COMPANY, the TRUSTEE, and all of the stockholders and bondholders of the ELECTRIC COMPANY have consented thereto, and it is desired to make a new mortgage embodying said changes in said Section Five (5) of said Article One (1), which new mortgage shall take the place of the old:

NOW, THEREFORE, this mortgage is made and executed in lieu of and as a substitute for said original mortgage, and in date and in terms is identical therewith, except as to said Section Five (5) of Article One (1) and is intended to and does secure the same issue of bonds hereinbefore referred to. And in furtherance of said intention to make this a substitute for said original mortgage, this instrument further WITNESSETH:

THAT, WHEREAS, at a meeting of the stockholders of the ELECTRIC COMPANY, held at the office of the company in Vancouver, Washington, on the 14th day of May, 1912, at two o'clock P.M., at which all of the stockholders were present in person or by proxy, it was unanimously voted "that the Trustees of Northwestern Electric Company be and they are hereby authorized to issue and sell, on such terms and in such denominations and at such rates of interest as to them seem best, bonds of the company to the amount of ten million dollars and for a term of not to exceed thirty years, and to execute a deed of trust to Anglo-California Trust Company, as Trustee, covering all the property and rights of the company now held or hereafter acquired for the purpose of securing said bonds, and that said trustees be and they are hereby authorized to do all things which in their judgment are necessary or convenient for carrying this resolution into effect, and to delegate the powers hereby conferred upon them, to such agents as they may select;"

AND, WHEREAS, the Board of Trustees of the ELECTRIC COMPANY, at a meeting of said

See page 323 of this Book for affidavit on within mortgage.

Satisfied
BK M
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