

# MORTGAGE RECORD T

## SKAMANIA COUNTY, WASHINGTON

by said Plan as so modified, and whether or not their claims shall have been filed, and if filed, whether or not approved, including creditors who have not, as well as those who have, accepted it, and upon Harris Trust and Savings Bank and Howard W. Fenton, as trustees under said Trust Indenture or Mortgage (Exhibit B of said Petition), and upon the several Agents appointed by Debtor under said Extension Agreement (Exhibit C of said Petition); and that if and when Debtor complies with the provisions of said Plan and with the provisions of this order the maturity of Debtor's said First Mortgage twenty year sinking fund gold bonds, whether or not said bonds have been heretofore deposited under said Plan, shall be extended to May 1, 1945, and the rights of the holders of each and all of said bonds shall be modified in the manner and to the extent set forth in said Extension Agreement and in said Plan as so modified, and each and every holder of any of said bonds shall be entitled to all the benefits and rights accruing to bondholders under said Extension Agreement and under said Plan as so modified.

4. That as soon as may be reasonably possible after the entry of this order, said Plan shall be consummated by Debtor, by Harris Trust and Savings Bank, Trustee, under said Trust Indenture or Mortgage, by Howard W. Fenton, as Co-Trustee under said Trust Indenture or Mortgage, and by Debtor's several Agents appointed under said Extension Agreement, the successive steps provided for in said Plan to be taken approximately in the order therein stated; and to that end Debtor and said Trustees and Agents are hereby severally authorized and directed to do any and all things which need be done, and to execute any and all documents necessary, proper or appropriate for the consummation of said Plan as so modified.

5. Forthwith upon the signing of this order the several Agents appointed by Debtor pursuant to the provisions of said Extension Agreement shall transmit to said Harris Trust and Savings Bank by registered United States mail, postage prepaid, or by registered express, insured at Debtor's cost to the full face value thereof, all bonds which have heretofore been deposited with them respectively, and for which they have respectively issued Certificates of Deposit pursuant to said Extension Agreement.

6. That Harris Trust and Savings Bank, as soon as may be after this order becomes effective, shall imprint or cause to be imprinted on each and all of Debtor's First Mortgage Twenty Year Sinking Fund Gold Bonds, when and as presented to said Bank for such purpose; a reference endorsement in substantially the following form, to-wit:

The principal of this bond has been extended to, and is payable on, May 1, 1945, or on such earlier date as the principal hereof shall be declared or become due, with interest at the rate of 6% per annum, and may be discharged when it becomes due by the payment thereof, dollar for dollar, in any coin or currency of the United States of America which, at the time of payment, is legal tender for public and private debts, all in accordance with the provisions of an Extension Agreement dated as of January 15, 1935, between Northwestern Electric Company and holders of First Mortgage Twenty Year Sinking Fund Gold Bonds of Northwestern Electric Company, as confirmed as a plan of reorganization of said Northwestern Electric Company with a modification with respect to the payment of common stock dividends, by order made and entered on July 22, 1935, by the United States District Court for the District of Oregon in proceedings in said court entitled "In Re Proceedings for Relief of Northwestern Electric Company, a Debtor", bearing docket number B-20133 in the files of said Court, to all the provisions of which Extension Agreement as so modified and confirmed as a plan of reorganization by said order of said Court, the owner or holder of this bond is subject and by the acceptance of this bond assents.

and shall affix or cause to be affixed to said bonds interest coupons at the rate of six per cent (6%) per annum for the extended period of maturity of said bonds, substantially in the following form, to-wit:

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No. \_\_\_\_\_

On the first day of (May-November) 19\_\_\_\_ Northwestern Electric Company will pay to the bearer, at the Harris Trust and Savings Bank in Chicago, Illinois, or at Anglo California National Bank, San Francisco, California,