

# MORTGAGE RECORD U

## SKAMANIA COUNTY, WASHINGTON

ture dated May 1, 1915, except such property as may heretofore have been released from the lien of said Indenture as provided therein, and all and singular the property, real, personal and mixed, of every kind and nature now owned by the Company and acquired by it subsequently to the delivery of said Trust Indenture, and any and all such property that may hereafter be acquired by the Company,

In Trust and by Way of Mortgage for the equal benefit and security of any and all holders of any of the Company's said bonds and coupons issued under said Trust Indenture, and for the enforcement of the payment of said bonds and of the interest thereon when payable, and to secure the performance of the compliance with all the covenants and conditions of said Trust Indenture, of said Extension Agreement as so modified, and of this Supplemental Indenture; and

The Company does Hereby Further Covenant and Agree as Follows:

### I.

The time for payment of the principal of all of the Company's said First Mortgage Twenty Year Sinking Fund Gold Bonds, whether or not deposited under said Extension Agreement, has been and is extended to May 1, 1945.

### II.

No bonds have been or shall be issued under said Trust Indenture subsequently to January 15, 1935, except in exchange for mutilated, lost or destroyed bonds pursuant to provisions of Section 6 of Article I of said Trust Indenture.

### III.

Section 2 of Article IV of said Trust Indenture has been and is amended by changing the date "1934" therein to "1944", in order that the provisions of said Section with respect to sinking fund payments shall be specifically applicable to the entire extended period of said bonds. All bonds retained by the Trustee as part of the mortgaged property pursuant to the provisions of Section 3 of Article IV of said Trust Indenture have been and are deemed to have been extended as to principal until May 1, 1945, and interest thereon in accordance with their terms shall be paid by the Company and be added to the sinking fund. Section I of Article VI of said Trust Indenture has been and is amended by changing the date "1934" therein to "1944", in order that the provisions of said section with respect to special trust fund payments shall be specifically applicable to the entire extended period period of said bonds.

### IV.

As provided in and by subdivision (a) of Section XI of said Extension Agreement, and in conformity with the agreement made pursuant thereto between the Company and American Power & Light Company, dated July 22, 1935, and on file in the District Court of the United States for the District of Oregon in the records of the Company's said reorganization proceedings, the Company has made and will hereafter make no payments upon the principal of the Company's indebtedness to American Power & Light Company, as such indebtedness existed and was outstanding on December 1, 1934, in the principal amount of \$2,819,609.51, bearing interest at the rate of 6% per annum, until all of the Company's said bonds shall have been paid or redeemed or the Company shall have fully provided for such payment or redemption and shall have deposited cash with the Trustee under said Trust Indenture in refunded or the date of payment of the principal thereof shall have been the entire amount necessary therefor or until said bonds shall have been/extended beyond May 1, 1945; provided, however, that said American Power & Light Company's agreement not to demand or accept any payment upon the principal of said indebtedness, as set forth in said agreement between the Company and said American Power & Light Company dated July 22,