

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

tion, would have the effect of impairing the right of the holders of any of the Company's said bonds to share in the security of said Trust Indenture equally and ratably with holders of other bonds secured thereby, such provision of this Supplemental Indenture or of such reference endorsement shall be null and void. Notwithstanding said extension of time for the payment of said bonds, if the Company defaults in the performance of any of the covenants and agreements made by it in and by this Supplemental Indenture, or said Extension Agreement as so modified, or said Trust Indenture, the Company shall cease to be entitled to the benefits of said Extension Agreement and of this Supplemental Indenture, and the remedies provided for in Article VIII of said Trust Indenture, may be enforced in the manner therein prescribed; provided, however, that with the written consent of the holders of two-thirds in principal amount of said bonds the provisions of the immediately preceding clause may be wholly or partially waived.

IX.

On May 1, 1945, or on such earlier date as the principal of said bonds shall be declared or become due, the Company will pay, at the place mentioned in said bonds, the principal amount thereof, dollar for dollar, in coin or currency of the United States of America which, at the time of payment, is legal tender for public and private debts; and will pay interest semi-annually thereon in like coin or currency on the first days of May and November in each year, in accordance with the terms of the coupons attached to said bonds, as the same shall become due and payable, without deduction for any taxes or other governmental charges to the extent provided in said Trust Indenture, and will discharge its obligation thereunder to pay such interest without deduction therefrom for any federal income tax which the Company, the Trustee or any paying agent may be required or permitted by any law to pay thereon or to deduct or retain therefrom.

X.

The said Trustees shall be under no duty to record this Supplemental Indenture, such duty being hereby expressly assumed by the Company.

XI.

To facilitate the recording of this Supplemental Indenture it may be simultaneously executed in several counterparts, each of which shall be deemed to be an original, and such counterparts shall singly or together constitute one and the same instrument.

IN WITNESS WHEREOF, said Northwestern Electric Company has caused its corporate name to be subscribed hereto and this indenture to be signed by its President, and its corporate seal to be hereunto affixed and attested by its Secretary, both thereunto duly authorized.

(Corporate seal affixed) NORTHWESTERN ELECTRIC COMPANY
By L. T. Merwin
President

ATTEST:
C. W. Platt
Secretary

STATE OF OREGON)
County of Multnomah) ss.

On this 11th day of February, 1937, before me, Jean McGilchrist, a Notary Public in and for said county and state, personally appeared L. T. Merwin and C. W. Platt, to me personally known and known to me to be the president and the secretary, respectively, of Northwestern Electric Company, the corporation that executed the within and foregoing instrument, who being by me each duly sworn, on oath did say that he, the said L. T. Merwin, is the president, and he, the said C. W. Platt, is the secretary of said Northwestern Elec-