

MORTGAGE RECORD U
SKAMANIA COUNTY, WASHINGTON

Article VII
1. Trustee may resign-provisions for successor 37
2. Successor to execute written acceptance 37
3. Trustee or Banker may select assistants 38
4. Limitation upon liability of trustee or banker 38

Article VIII-Acceptance of Trust 39
Article IX- Miscellaneous Provisions

1. Instrument binds successors of parties 39
2. Covenants only for benefit of parties and bond- 39
holders
3. Illegality of any provision shall not void en- 40
tire instrument
4. Service of notice upon Mortgagor 40
5. Descriptive headings for convenience 40
6. Contract to be construed by Oregon Laws 40

Pg.1

THIS INDENTURE, Made as of July 1, 1925, between OREGON-WASHINGTON TELEPHONE COMPANY a corporation duly organized and existing under the laws of the State of Oregon and having its principal place of business in the City of Hood River, in the County of Hood River, State of Oregon, hereinafter sometimes called the "Mortgagor," and also sometimes called "Telephone Company," as party of the first part, and TITLE AND TRUST COMPANY, a corporation organized under the laws of the State of Oregon and having its principal place of business in the City of Portland, Oregon, hereinafter sometimes called "Trustee," as party of the second part, WITNESSETH:

(a) WHEREAS, the board of directors of Mortgagor, with the duly expressed assent of its stockholders, has duly resolved to borrow money for its corporate purposes, to issue herein Three Hundred Ten Thousand Dollars (\$310,000) par value of the Mortgagor's bonds therefor, to issue if and when the Mortgagor deems advisable and the Trustee approves, as hereinafter provided, an additional One Hundred Ninety Thousand Dollars (\$190,000) par value of its mortgage bonds, and to secure the payment of all bonds and interest coupons issued pursuant hereto and all other obligations hereunder by a mortgage or deed of trust in the form of this instrument upon the property hereinafter described. That said \$310,000 of bonds presently to be issued shall be dated July 1, 1925, and shall mature and be in denominations as follows:

- Bonds numbered D-1 to D-104 inclusive, shall each be for the principal sum of \$500, shall mature July 1, 1945, and shall bear interest at the rate of six per cent per annum, payable semi-annually;
- Bonds numbered M-1 to M-158, inclusive shall each be for the principal sum of \$1,000, shall mature July 1, 1945, and shall bear interest at the rate of six per cent per annum, payable semi-annually;
- Bonds numbered M-159 to M-258, inclusive, shall each be for the principal sum of \$1,000, shall mature July 1, 1950, and shall bear interest at the rate of six per cent per annum, payable semi-annually;

And that said \$310,000 par value of bonds presently to be issued, the interest coupons appertaining thereto, the Trustee's certificate and the form of registration endorsed thereon shall be substantially as follows (the blanks to be appropriately filled):

Pg.2

(Form of Bond)

UNITED STATES OF AMERICA, State of Oregon
FIRST MORTGAGE 6%-SINKING-FUND GOLD BOND

No..... \$.....

OREGON-WASHINGTON TELEPHONE COMPANY, an Oregon corporation (hereinafter sometimes called "Maker"), acknowledges itself indebted and for value received hereby promises to pay to bearer, or, if registered, to the registered holder hereof,.....Dollars on July 1, 19... (unless this bond is previously redeemed as provided in the mortgage hereinafter mentioned), with interest thereon from the date hereof until maturity (or until sooner redeemed) at the rate of six per cent (6%) per annum, payable on July 1 and January 1 in each year, upon presentation and surrender of the annexed interest coupons as they