

MORTGAGE RECORD—V

SKAMANIA COUNTY, WASHINGTON

1

Book "V" page 1

#28045

N. W. Electric Co. to Harris Trust and Savings Bk. et al.

Indenture, dated as of the 1st day of September, 1939, made and entered into by and between Northwestern Electric Company, a corporation of the State of Washington (hereinafter sometimes called the Company), party of the first part, and Harris Trust and Savings Bank, a corporation of the State of Illinois, whose post office address is 115 West Monroe Street, Chicago, Illinois (hereinafter sometimes called the Corporate Trustee), and Harold Eckhart, of Evanston, Illinois, (hereinafter sometimes called the Individual Trustee), as Trustees, parties of the second part (the corporate trustee and the Individual Trustee being hereinafter together sometimes called the Trustees);

Whereas, the Company has deemed it necessary to borrow money for its corporate purposes and to issue its bonds therefor from time to time in one or more series, and to mortgage and pledge its property hereinafter described or mentioned, to secure the payment of the same, such bonds to be coupon bonds and/or fully registered bonds, authenticated by the certificate of the Corporate Trustee and issuable as in this Indenture hereinafter provided, such coupon bonds, coupons, fully registered bonds and Corporate Trustee's certificate to be substantially in the forms following, respectively, with such insertions, omissions and variations as the Board of Directors of the Company may determine in accordance with the provisions of this Indenture:

(General Form of Coupon Bond)
NORTHWESTERN ELECTRIC COMPANY _____ Mortgage Bond

No. _____ Series _____ \$ _____

Northwestern Electric Company, a corporation of the State of Washington (hereinafter called the Company), for value received, hereby promises to pay to the bearer, or, if this bond be registered, to the registered owner hereof, on _____, _____, at the office or agency of the Company in _____, _____ dollars in such coin or currency of the United States of America as at the time of payment is legal tender for public and private debts, and to pay interest thereon from the date hereof at the rate of _____ per centum per annum in like coin or currency at said office or agency on _____ and _____ in each year, until the Company's obligation with respect to the payment of such principal shall have been discharged. Until maturity, such interest shall be paid only upon presentation and surrender of the interest coupons therefor hereto attached as they severally mature.

This bond is one of an issue of bonds of the Company issuable in series and is one of a series known as its _____ Mortgage Bonds, _____ Series _____, all bonds of all series issued and to be issued under and equally secured (except in so far as any sinking or other fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust (herein, together with any indenture supplemental thereto, called the Mortgage), dated as of September 1, 1939, executed by the Company to Harris Trust and Savings Bank and Harold Eckhart, as Trustees. Reference is made to the Mortgage for a description of the property mortgaged and pledged, the nature and extent of the security, the rights of the holders of the bonds and of the Trustees in respect thereof, the duties and immunities of the Trustees and the terms and conditions upon which the bonds are and are to be secured and the circumstances under which additional bonds may be issued. With the consent of the Company and to the extent permitted by and as provided in the Mortgage, the rights and obligations of the Company and/or the rights of the holders of the bonds and/or coupons and/or the terms and provisions of the Mortgage may be modified or altered by affirmative vote of the holders of at least seventy per centum (70%) in principal amount of the bonds then outstanding under the Mortgage and, if the rights of one or more, but less than all, series of bonds then outstanding are to be affected, then also by affirmative vote of the holders of at least seventy per centum (70%) in principal amount of the bonds then outstanding of the series of bonds so to be affected (excluding in any case bonds disqualified from voting by reason of the Company's interest therein as provided in the Mortgage); provided that, without the consent of the holder hereof, no such modification or alteration shall permit an extension of the maturity of the principal of, or interest on, this bond or a reduction in such principal or the rate of interest hereon or any other modification in the terms of payment of such principal or interest or the creation of any lien equal or prior to the lien of the Mortgage or deprive the holder of a lien on the mortgaged and pledged property.

The principal hereof may be declared or may become due prior to the maturity date hereinbefore named on the conditions in the manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

Partial release from "V" page 108 may 10-1940 made of from audit 4 rule of mortgage debt
Partial release from "V" page 508 recorded July 2-1941 made of from audit 4 rule of mortgage debt