

MORTGAGE RECORD—V
SKAMANIA COUNTY, WASHINGTON

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complied with, and after a full hearing in the premises, and the notice required by said law and orders of court, and the holders of more than two-thirds (2/3) of said bonds and certificates of indebtedness, together with more than a like percentage of other creditors, (holders of more than the required amount of stock of said corporation), having in writing consented to the adoption and approval of said plan, whereupon said court, in consideration of said petition and consents, and of the statutes in such cases made and provided, made an order wherein and whereby, among other things, the rights of said holders of bonds and certificates of indebtedness were changed in the following particulars, to-wit:

Said bonds and certificates were cancelled and declared to be null and void and the deed of trust securing them was directed to be released, cancelled and satisfied, and the Company was authorized to borrow from Reconstruction Finance Corporation the sum of \$500,000.00 and to execute and deliver a first mortgage on certain of its real estate and personal property to secure the payment of said loan, and to pay therefrom and from funds of the Company 20 per cent of the principal amount of outstanding bonds of said bond issue of October 1, 1924, upon surrender thereof, together with all unpaid coupons; and for the remaining 80 per cent (a) of the principal of said bonds, together with interest thereon at the rate of 2 per cent per annum from April 1, 1935, to October 1, 1935; and (b) of the principal of said outstanding certificates of indebtedness authority and direction were given to execute and deliver to the holders thereof debenture bonds to be payable fifteen years after October 1, 1935, and to bear interest, payable only out of net earnings of the Company, at the rate of not more than 2 per cent per annum, but not to be payable during any annual period unless earned during said period, and said annual interest not to be cumulative during the period when said loan remains unpaid, but to be cumulative thereafter.

AND WHEREAS, the aggregate amount of said debenture bonds is the sum of \$962,112.00;

AND WHEREAS, under the terms of said loan from said Reconstruction Finance Corporation, the rights of the holders of said debenture bonds are to be at all times subject and subordinate to the rights of said Reconstruction Finance Corporation, its successors and assigns;

AND WHEREAS, under said plan, proposed and approved as aforesaid, it was provided that subject to the lien securing said loan from the Reconstruction Finance Corporation a new trust deed or mortgage, in favor of said Trustee should be executed covering the real and personal property hereinafter described, the same to be lodged in escrow until such a time as the loan from said Reconstruction Finance Corporation has been fully paid, and thereupon the same is to be recorded by said Trustee and become and constitute a first mortgage lien on the hereinafter described property as security for the payment of the principal and interest accruing on said debenture bonds, which said debenture bonds are to bear interest at Two (2) per cent per annum after said Reconstruction Finance Corporation loan has been paid, which interest is to be payable annually on October 1st;

AND WHEREAS, pursuant to the authority given therefor, and pursuant to authority granted by resolution duly adopted by the Board of Directors of the Company, the President and Secretary of the Company have executed on behalf of the Company, under and as of the date of October 1, 1935, debenture bonds of the aggregate amount of nine hundred sixty-two thousand one hundred and twelve (\$962,112.00) dollars with numbers and in denominations as follows:

Debenture bonds numbered 1 to 620, both inclusive, each in the sum of \$960.00.

Debenture bonds numbered 621 to 1170, both inclusive, each in the sum of \$480.00.

Debenture bonds numbered 1171 to 1470, both inclusive, each in the sum of \$96.00.