

MORTGAGE RECORD—V
SKAMANIA COUNTY, WASHINGTON

357

provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 9. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Company, if the same shall be duly mailed to the Company addressed to Oregon-Washington Telephone Company, Hood River, Oregon, or to such address as the Company may from time to time file with the Trustee.

Section 10. In the event that any bond issued hereunder shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for the redemption thereof, or in the event that any coupon shall not be presented for payment at the due date thereof and the Company shall have deposited with the Trustee for the purpose or left with it if previously so deposited, moneys sufficient to pay or redeem such bond, or to pay such coupon, the Trustee shall, upon demand of the Company, in case the holder of any such bond or coupon shall not, within six (6) years after the maturity of any such bond or coupon or the date fixed for the redemption of any such bond, claim the amount so deposited, pay over to the company such amount, if the Company is not at the time in default hereunder. The Trustee shall thereupon be relieved from all responsibility to the holder thereof and in the event of such payment to the Company the holder of any such bond or coupon shall be deemed to be an unsecured creditor of the Company for an amount equivalent to the amount deposited as above stated for the payment thereof and so paid over to the Company.

Section 11. Subject to the provisions of Articles Twelve and Fifteen hereof, whenever in this Indenture any of the parties hereto is named or referred to this shall be deemed to include the successors or assigns of such party, and all the covenants and agreements in this Indenture contained by or on behalf of the Company or by or on behalf of the Trustees shall bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

Section 12. The titles of the several Articles of this Indenture shall not be deemed to be any part thereof.

Section 13. This Indenture shall be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF Oregon-Washington Telephone Company, party of the first part hereto, has caused these presents to be signed in its name and behalf by its President or Vice-President and its corporate seal to be hereunto affixed and said seal to be attested by the signature of its Secretary or Assistant Secretary and the due execution of these presents to be proved; and Peoples National Bank of Washington in Seattle, as one of the parties of the second part, has caused these presents to be signed in its name and behalf by its President or Vice-President and its corporate seal to be hereunto affixed and said seal to be attested by the signature of its Cashier or Assistant Cashier and E. L. Blaine, Jr., as one of the parties of the second part, has hereunto signed his name, all as of the day and year first above written.

(Corporate seal affixed)

Oregon-Washington Telephone Company,
By W. H. Dean, President
Attest: Z. O. Brooks, Secretary

Signed, sealed and acknowledged by Oregon-Washington Telephone Company in the presence of: