

## MORTGAGE RECORD—W

SKAMANIA COUNTY, WASHINGTON

ther, that such successor corporation shall execute and deliver to the Trustees an indenture satisfactory to them which shall provide:

(1) that such successor corporation shall assume the due and punctual payment of the principal of and interest on all of the bonds issued hereunder and the performance of all of the covenants and conditions on the part of the Company contained in this Indenture; and

(2) that all property (other than property of the nature of that excluded by the granting clauses hereof) thereafter acquired or constructed by such successor corporation in the territory theretofore served by the Company and all property (other than property of the nature of that excluded by the granting clauses hereof) forming an integral part of, or essential to the use or operation of, any property subject to the lien of this Indenture at the time of such consolidation, merger, conveyance or transfer, and all property subsequently subjected to the lien of this Indenture as a first mortgage lien thereon, and all renewals and replacements thereof, and all franchises necessary or proper for the operation thereof, shall be and become subject to the lien hereof, the lien thereby created to have the same force, effect and standing as if the Company had itself acquired or constructed such property.

SECTION 13.02. The successor corporation thereafter may cause to be signed, issued and delivered, either in its own name or in the name of Oregon-Washington Telephone Company, any or all bonds issuable hereunder which shall not theretofore have been signed by Oregon-Washington Telephone Company and authenticated by the Trustee, and upon the order of the successor corporation in lieu of Oregon-Washington Telephone Company, and subject to all the terms, conditions and restrictions in this Indenture prescribed with respect to the authentication and issuance of bonds, the Trustee shall authenticate and deliver any of such bonds which shall have been previously signed and delivered by the officers of Oregon-Washington Telephone Company to the Trustee for authentication, and any of such bonds which the successor corporation shall thereafter, in accordance with the provisions of this Indenture, cause to be signed and delivered to the Trustee for such purpose; provided, however, that no such additional bonds may be issued hereunder and no cash shall be withdrawn or property released on the basis of net bondable expenditures for property additions unless such successor corporation (1) shall effectively close each open end mortgage (other than this Indenture) to which any of its property may be subject, and (2) shall by the indenture to which reference is made in Section 13.01 hereof or by a subsequent indenture satisfactory to the Trustees similarly executed and delivered (a) subject to the lien hereof, with the same force, effect and standing as though this Company had itself acquired the same at the time of the delivery of such indenture, all property, not theretofore subject to the lien hereof, then owned by such successor corporation (other than property of the nature of that excluded by the granting clauses hereof) and (b) subject to the lien hereof, with the same force, effect and standing as though the Company were itself to construct or acquire such property, all property thereafter acquired or constructed by such successor corporation (other than property of the nature of that excluded by the granting clauses hereof).

SECTION 13.03. The trustees may receive an opinion of counsel as conclusive evidence (1) that any such indenture can and does comply with the foregoing conditions and provisions required with respect thereto by Section 13.01 or Section 13.02, or both, and (2) that such successor corporation has complied with the provisions of Section 13.02 with respect to the closing of open end mortgages.

## ARTICLE FOURTEEN.

## DISCHARGE OF MORTGAGE.

SECTION 14.01. If the Company shall pay or cause to be paid to the holders of the bonds and coupons the principal thereof, including thereon the premium thereon, if any, and interest to become due thereon at the times and in the manner stipulated therein and herein, and if the Company shall keep, perform and observe all and singular the covenants and promised in the bonds and in this Indenture expressed as to be kept, performed and