

Return to:
Matt McEwen
Senior Customer Specialist
CT Corp.
208 S LaSalle, suite 814
Chicago, IL 60604
matt.mcewen@wolterskluwer.com
Direct 312-288-3546
Office 888-829-5817

CT: 67001071

RELEASE OF INDENTURE MORTGAGE
(Skamania County, Washington)
COVER PAGE

DOCUMENT TITLE:
RELEASE OF INDENTURE MORTGAGE

REFERENCE NUMBERS:

Original Indenture recorded 01/07/46, Book W, Page 416, Receiving No. 35054
Schedule B on page 8 shows additional indenture instruments to be released recorded in this county with the date and record numbers

GRANTOR:

United Telephone Company of the Northwest, successor grantor to:
Oregon-Washington Telephone Company, original grantor
Schedule A on pages 6 and 7 shows grantor on each indenture instrument

GRANTEE:

U.S. Bank National Association, successor trustee to:
First National Association, successor trustee to:
U.S. Bank of Washington, NA, successor trustee to:
Peoples National Bank of Washington, original trustee
Schedule A on pages 6 and 7 shows grantee on each indenture instrument

PROPERTY RELEASED:

Schedule C beginning on page 9 shows the real properties in this county (if any) upon which the indenture liens will be released upon recordation of this mortgage release

TAX PARCEL NUMBER(S):

Not available.

RELEASE OF INDENTURE MORTGAGE

(Skamania County, Washington)

WHEREAS, that certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1946 (the "Original Indenture") and the Supplemental Indentures, First through Twenty-First, to the Original Indenture (the Original Indenture, as supplemented; the "Indenture"), by and between United Telephone Company of the Northwest, an Oregon corporation (formerly named Oregon-Washington Telephone Company), as the "Company", and U.S. Bank National Association, as the "Trustee", as recorded in the respective counties in which the Company's telephone lines and exchanges are located, and pursuant to which the Company's First Mortgage Bonds, Series Q, were issued.

WHEREAS, all bonds issued under Indenture have been paid in full and retired, there are no bonds or other obligations of the Company outstanding under the Indenture, and the Company has requested that the Trustee execute and deliver this instrument to release the lien of the Indenture;

WHEREAS, the Original Indenture, as supplemented by the First through Twentieth Supplemental Indentures are named and dated as shown in Schedule A attached hereto;

WHEREAS, the Original Indenture and the First through Twentieth Supplemental Indentures were recorded as shown in Schedule B attached hereto;

WHEREAS, the real properties owned by the Company in this county are as shown in Schedule C attached hereto; and

NOW, THEREFORE, KNOW ALL MEN BY THE PRESENTS that:

The Trustee hereby acknowledges that the Indenture is in all respects satisfied, the presents and the estate and the rights thereby granted have ceased, determined, and are void, and the lien of the Indenture is hereby cancelled and discharged and released without limitation, and including but not limited to the Original Indenture and the Supplemental Indentures as listed in Schedule A.

The Trustee hereby releases all property subject to the lien of the Indenture and releases from the Indenture lien all property owned by the Company located within this County without limitation, and including but not limited to, the following:

(A) All improvements and structures, offices, buildings and exchanges which now are or hereafter shall be located, erected or placed upon any of the lands and premises hereinbefore described or acquired by the Company after the dates of the Original Indenture and Supplemental Indentures;

(B) All equipment, switchboards, machinery, tools and appliances of every kind and nature, located in and upon and necessary or used or useful in and about the maintenance or operation of any of the premises hereinbefore described, and now or in the future owned by the Company, or necessary or used or useful in or about the maintenance or operation of any of the telephone exchanges now and in the future located or conducted therein, including all of the

equipment, switchboards, machinery, tools and appliances of every kind and nature located in and upon, and necessary or used or useful in and about the maintenance or operation of any of the telephone exchanges now owned or operated in Hood River, Odell, Dee, Rockford and Parkdale in Hood River County, Oregon; Mosier in Wasco County, Oregon; Burns and Crane in Harney County, Oregon; Stevenson in Skamania County, Washington; White Salmon, Goldendale, Trout Lake, Lyle, Klickitat, Bickleton and Roosevelt in Klickitat County, Washington; Prosser, in Benton County, Washington; Mabton, Grandview, Sunnyside, Zillah, Toppenish, White Swan, Harrah and Wapato, in Yakima County, Washington;

(C) All and singular the premises, plants, properties, leases and leaseholds, franchises, permits, patents, rights and powers of every kind and description, real and personal, of the Company constructed or acquired since the date of the Nineteenth Supplemental Indenture or not described in the Original Indenture or the first nineteen supplemental indentures, other than personal property of the nature of that excluded by the granting clauses of the Original Indenture, including, but without limiting the generality of the foregoing, the real property described in Schedule C hereto, together with all improvements thereon;

(D) All franchises, grants, permits, easements, licenses, rights and privileges to construct, maintain and operate poles, wires and other necessary equipment with which to transmit, relay and receive messages and images by telephone, telegraph, teletype, telephoto, radio and television, or by any other means whereby messages and images may now or hereafter be transmitted, relayed and/or received in, over, upon, under or through streets, avenues, roads, alleys, lanes and other public and private places in Hood River, Odell, Parkdale and elsewhere in Hood River County, Oregon; Mosier and elsewhere in Wasco County, Oregon; Burns, Hines, Crane and elsewhere in Harney County, Oregon; in Grant County, Oregon; in Malheur County, Oregon; in Stevenson, North Bonneville, Carson, Underwood and elsewhere in Skamania County, Washington; in White Salmon, Bingen, Trout Lake, Lyle, Klickitat, Goldendale, Bickleton, Roosevelt and elsewhere in Klickitat County, Washington; in Prosser and elsewhere in Benton County, Washington; in Grandview, Sunnyside, Zillah, Toppenish, Wapato, White Swan, Mabton, Granger and elsewhere in Yakima County, Washington; heretofore or hereafter granted to the Company, or to its predecessors in interest, and now or hereafter held and enjoyed by the Company, including:

(1) All interconnection, toll, joint facilities, facility license and other contracts to which the Company is, or may hereafter become, party and all rights of the Company thereunder other than such as may be classed as current assets; and

(2) The poles, supports, towers, cross arms, conduits, subways, underground pipes, cables, wires, fixtures, apparatus and other equipment constructed or acquired since the delivery of the Original Indenture, including the following toll lines;

(E) Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Company, or by anyone in its behalf or with its written consent, to the trustees, which are hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

(F) All equipment for the use of television in any way whatsoever and all franchises, licenses, patents, rights and privileges thereunto appertaining, whether now or hereafter owned by the Company and any and all other property, devices or rights related to the despatch, transmission, reception or reproduction of messages, communication, intelligence, signals, light, vision or sound by electricity or otherwise.

(G) Any and all property which may from time to time after the date of this Indenture be delivered or which may by writing of any kind be conveyed, mortgaged, pledged, assigned or transferred to or deposited with the Trustee by the Company or by any person or corporation to be held as part of the trust estate; and the Trustee is hereby authorized to receive any such property and any such conveyance, mortgage, pledge, assignment, transfer and deposit as and for additional security hereunder and to hold and apply any and all such property subject to and in accordance with the terms of this Indenture;


(H) All property, real, personal and mixed, whether or not hereinabove specifically described, which the Company now owns and which it may hereafter acquire except as hereinafter stated, including any and all telephone systems and plants hereafter constructed or acquired and any additions to or extensions of any existing or future telephone systems, plants and equipment and also including leases and toll lines. Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders, tolls, rents, revenues, issues, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, rights and franchises and every part and parcel thereof;


(I) Without any limitation as to the release of all real property as described above, all real property listed in Schedule C.

IN WITNESS WHEREOF, on the 14 day of March, 2018, ^{U.S. Bank National Association} ~~The Bank of New York Mellon Trust Company~~ has caused this instrument to be executed in its corporate name by its Authorized Officer.


(Please Use Blue Ink for Signatures)

WITNESSES:


Print Name: Green E. Skutnik


Print Name: Carolyn Morrison

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: 
DEBORAH KUYKENDALL
Vice President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the date of execution by the Trustee shown above, before me, the undersigned officer, appeared Deborah Kuykendall to me personally known, who, being duly sworn, did acknowledge himself to be Authorized Officer to act on behalf of U.S. Bank National Association, and that said instrument was signed and sealed by her on behalf of said corporation and as the free act and deed of said corporation by authority of its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day and year first in this my certificate above written.

(Please Use Blue Ink for Signatures)

My commission expires: 03-26-2022

(SEAL)



King County, WA.
Notary Public in and for said
County and State
Craig Douglas Ferguson (Name)
1420 Fifth Avenue (Address)
7th Floor
Seattle, WA 98101
206.344.4649 (Telephone No.)
199287 (Notary No.)

SCHEDULE A
List of Original and Supplemental Indentures

<u>Grantor / Description</u>	<u>Date Executed</u>	<u>Grantee / Trustee</u>
Oregon-Washington Telephone Company:		
Original Indenture	01/01/46	Peoples National Bank of Washington in Seattle
First Supplemental Indenture	04/01/48	Peoples National Bank of Washington in Seattle
Second Supplemental Indenture	01/01/51	Peoples National Bank of Washington in Seattle
Third Supplemental Indenture	01/01/54	Peoples National Bank of Washington in Seattle
Fourth Supplemental Indenture	01/01/59	Peoples National Bank of Washington in Seattle
Fifth Supplemental Indenture	07/01/60	Peoples National Bank of Washington in Seattle
Sixth Supplemental Indenture	12/01/60	Peoples National Bank of Washington in Seattle
Seventh Supplemental Indenture	06/01/62	Peoples National Bank of Washington in Seattle
Eighth Supplemental Indenture	09/01/64	Peoples National Bank of Washington in Seattle
United Telephone Company of the Northwest:		
Ninth Supplemental Indenture	04/01/66	Peoples National Bank of Washington in Seattle
Tenth Supplemental Indenture	12/01/67	Peoples National Bank of Washington
Eleventh Supplemental Indenture	03/01/69	Peoples National Bank of Washington
Twelfth Supplemental Indenture	07/01/71	Peoples National Bank of Washington
Thirteenth Supplemental Indenture	02/01/72	Peoples National Bank of Washington

Date

<u>Grantor / Description</u>	<u>Executed</u>	<u>Grantee / Trustee</u>
United Telephone Company of the Northwest:		
Fourteenth Supplemental Indenture	08/01/73	Peoples National Bank of Washington
Fifteenth Supplemental Indenture	09/01/74	Peoples National Bank of Washington
Sixteenth Supplemental Indenture	02/01/77	Peoples National Bank of Washington
Seventeenth Supplemental Indenture	07/01/79	Peoples National Bank of Washington
Eighteenth Supplemental Indenture	08/01/92	U.S. Bank of Washington, NA
Nineteenth Supplemental Indenture	07/01/93	First National Bank Association
Twentieth Supplemental Indenture	08/01/02	U.S. Bank National Association
Twenty-First Supplemental Indenture	11/24/14	U.S. Bank National Association

SCHEDULE B
Instruments of Record in This County

	Recordation		Receiving	
	Date	Volume	Page	No
Original Indenture	01/07/46	W	416	35054
First Supplemental Indenture	08/09/48	X	499	
Second Supplemental Indenture	04/16/51	Y	525	
Third Supplemental Indenture	10/01/54	29	499	
Fourth Supplemental Indenture	06/03/59	35	296	55405
Fifth Supplemental Indenture	07/14/60	37	431	57281
Sixth Supplemental Indenture	12/02/60	38	161	57841
Seventh Supplemental Indenture	07/12/62	39	403	60207
Eighth Supplemental Indenture	10/08/64	42	193	64022
Ninth Supplemental Indenture	05/05/66	45	23	66811
Tenth Supplemental Indenture	12/04/67	46	221	
Eleventh Supplemental Indenture	03/24/69	47	251	
Twelfth Supplemental Indenture	01/24/72	49	454	
Thirteenth Supplemental Indenture	03/02/72	49	560	
Fourteenth Supplemental Indenture	09/27/73	50	765	
Fifteenth Supplemental Indenture	10/03/74	52	234	
Fifteenth Supplemental Indenture	11/21/74	52	350	
Sixteenth Supplemental Indenture	01/27/77	53	927	
Seventeenth Supplemental Indenture	07/12/79	56	546	
Eighteenth Supplemental Indenture	Not recorded			
Nineteenth Supplemental Indenture	07/13/93	136	656	116730
Twentieth Supplemental Indenture	Not recorded			
Twenty-first Supplemental Indenture	Not recorded per agreement			

SCHEDULE C

Real Property in This County

Tract 1

(4th SI, Page 19)

LeaseNet Record ID A31048

Deed Record 41, Page 54

Date Recorded 11/20/1953

Beginning at a point on the westerly line of Russell Street in the town of Stevenson which is North 34°30' West 31.2 feet from the northeast corner of Lot 1, Block 8 of the town of Stevenson according to the plat thereof on file and of record in the office of the County Auditor of Skamania County, Washington; thence South 34° 30' East a distance of 33 feet; thence South 55° 30' West 4½ feet to the southeasterly corner of the brick and tile building known as "Skamania County Abstract & Title Co. Building"; thence on the same course along the southerly wall of said building a distance of 25 feet to the angle corner of the brick annex of said building; thence North 34° 30' West along the westerly wall of the brick annex a distance of 3.5 feet; thence South 55°30' West a distance of 77.0 feet; thence North 34°30' West 29.5 feet; thence North 55°30' East a distance of 106.5 feet to the point of beginning;

ALSO easement for road purposes 10 feet in width and 100 feet in depth along the northerly line of the said tract as more particularly described in deed dated May 16, 1932, and recorded at page 86 of Book Y of Deeds, Records of Skamania County, Washington.

Tract 2

(6th SI, Page 22)

Lots Twenty-one (21) and Twenty-two (22) in Block Five (5), in the Town of Stevenson, Skamania County, Washington

LeaseNet Record ID A31050

Deed Record 48, Page 14

Date Recorded 10/18/1960

Lots 2 and 22 of Block Five of the Town of Stevenson, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington.

Tract 3

(9th SI, Page 30)

A tract of land located in the Southwest Quarter of the Northwest Quarter (SW¼ NW¼) of Section 12, Township 3 North, Range 9 E.W.M., more particularly described as follows:

Beginning at the quarter corner on the west line of the said Section 12; thence north 090 [sic] 02' east along said section line 958.27 feet, more or less, to the southerly right of way line of the existing county road; thence easterly following the southerly right of way line of said road 25 feet to the initial point of the tract of land hereby described; thence easterly following the southerly right of way line of said county road 35 feet; thence south 090 [sic] 02' west parallel to the west line of said Section 12 a distance of 50 feet; thence westerly parallel to the southerly right of way line of said county road 35 feet; thence north 090 [sic] 02' east parallel to said section line 50 feet to the initial point; situated in Skamania County, State of Washington.

TOGETHER WITH a non-exclusive easement for road access to the above described real property over and across the 25 foot strip of land lying between said tract and the west line of the

said Section 12.

Tract 4

(18th SI, Page 20)

LeaseNet Record ID A31036

Deed Record 76, Page 130

Date Recorded 02/07/1979

A tract of land in the Northwest Quarter of the Northeast Quarter (NW 1/4 NE 1/4) of Section 20, Township 3 North, Range 8 E.W.M. described as follows:

Commencing at a point on the East line of the Northwest Quarter of the Northeast Quarter of said Section 20 South 660 feet from the Northeast corner thereof; thence West parallel to the North line of said Section 20 a distance of 230 feet to the true point of Beginning; thence continuing parallel to said North line 200 feet; thence South 100 feet; thence East 200 feet; thence North 100 feet to the true point of beginning. Said property being the West 200 feet of that property described in Real Estate Contract recorded March 4, 1974 in Book 66, page 335 of the Deed Records of Skamania County, Washington;

TOGETHER WITH: an easement over and across an existing private road known as Hughes Road for purposes of ingress and egress from Skamania County Road known as Wind River Highway to subject property.

Prepared By:
Rex D. Rainach
REX D. RAINACH, A PROFESSIONAL LAW CORPORATION
3622 Government Street
Baton Rouge, LA 70806-5720
Telephone: 225-343-0643
Facsimile: 225-343-0646
Email: Rainach@msn.com