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COUNTERPART No. 8

5968 Vol. 416 Page 4593

PORTLAND GENERAL ELECTRIC COMPANY

TO

THE MARINE MIDLAND TRUST COMPANY
OF NEW YORK

TRUSTEE.

Ninth Supplemental Indenture

Dated June 1, 1960

\$15,000,000 First Mortgage Bonds
5 1/4% Series due 1990

Supplemental to Indenture of Mortgage and Deed of Trust,
dated July 1, 1945 of Portland General Electric Company.

NINTH SUPPLEMENTAL INDENTURE, dated June 1, 1960, made by and between Portland General Electric Company, an Oregon corporation (hereinafter called the "Company"), party of the first part, and The Marine Midland Trust Company of New York, a New York corporation (hereinafter called the "Trustee"), party of the second part.

WHEREAS, the Company has heretofore executed and delivered its Indenture of Mortgage and Deed of Trust (herein sometimes referred to as the "Original Indenture"), dated July 1, 1945, to The Marine Midland Trust Company of New York, as Trustee, to secure an issue of First Mortgage Bonds of the Company; and

WHEREAS, Bonds in the aggregate principal amount of \$34,000,000 have heretofore been issued under and in accordance with the terms of the Original Indenture as Bonds of an initial series designated "First Mortgage Bonds, 3 1/4% Series due 1975" (herein sometimes referred to as the "Bonds of the 1975 Series"); and

WHEREAS, the Company has heretofore executed and delivered to The Marine Midland Trust Company of New York, as Trustee, several supplemental indentures which provided, among other things, for the creation or issuance of several new series of First Mortgage Bonds under the terms of the Original Indenture as follows:

Supplemental Indenture	Dated	Series	Principal Amount
First	11-1-47	3 1/2% Series due 1977	\$ 6,000,000
Second	11-1-48	3 1/2% Series due 1977	4,000,000
Third	5-1-52	3 1/2% Second Series due 1977	4,000,000
Fourth	11-1-53	4 1/4% Series due 1983	*8,000,000
Fifth	11-1-54	3 3/4% Series due 1984	12,000,000
Sixth	9-1-56	4 1/4% Series due 1986	16,000,000
Seventh	6-1-57	4 7/8% Series due 1987	10,000,000
Eighth	12-1-57	5 1/2% Series due 1987	15,000,000

which bonds are sometimes referred to herein as the "Bonds of the 1977 Series", "Bonds of the 1977 Second Series", "Bonds of the 1983 Series", "Bonds of the 1984 Series", "Bonds of the 1986 Series", "Bonds of the 4 7/8% Series due 1987", and "Bonds of the 5 1/2% Series due 1987", respectively; and

*This entire issue of bonds was redeemed out of the proceeds from the sale of First Mortgage Bonds, 3 3/4% Series due 1984.

WHEREAS, the Original Indenture provides that the Company and the Trustee, subject to the conditions and restrictions in the Original Indenture contained, may enter into an indenture or indentures supplemental thereto, which shall thereafter form a part of said Original Indenture, among other things, to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture with the same force and effect as though included in the granting clauses thereof, additional properties acquired by the Company after the execution and delivery of the Original Indenture, and to provide for the creation of any series of Bonds (other than the Bonds of the 1975 Series), designating the series to be created and specifying the form and provisions of the Bonds of such series as therein provided or permitted, and to provide a sinking, amortization, replacement or other analogous fund for the benefit of all or any of the Bonds of any one or more series, of such character and of such amount, and upon such terms and conditions as shall be contained in such supplemental indenture; and

WHEREAS, the Company desires to provide for the creation of a new series of bonds to be known as "First Mortgage Bonds, 5¼% Series due 1990" (sometimes herein referred to as the "Bonds of the 1990 Series"), and to specify the form and provisions of the Bonds of such series, and to mortgage, pledge, convey, transfer or assign to the Trustee and to subject to the lien of the Original Indenture certain additional properties acquired by the Company since the execution and delivery of the Original Indenture; and

WHEREAS, the Company intends at this time to issue not to exceed \$15,000,000 aggregate principal amount of Bonds of the 1990 Series under and in accordance with the terms of the Original Indenture and the Supplemental Indentures above referred to; and

WHEREAS, the coupon Bonds of the 1990 Series, the interest coupons to be attached to the coupon Bonds of the 1990 Series, the registered Bonds of the 1990 Series without coupons and the Trustee's authentication certificate to be executed on the Bonds of the 1990 Series, are to be substantially in the following forms, respectively:

(Form of Coupon Bond of the 1990 Series)

No. SM	\$1,000
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PORTLAND GENERAL ELECTRIC COMPANY
FIRST MORTGAGE BOND, 5¼% SERIES DUE 1990
DUE JUNE 1, 1990

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (here-

inafter sometimes called the "Company"), for value received, hereby promises to pay to the bearer or, if this bond be registered as to principal, to the registered owner hereof, on June 1, 1990, One Thousand Dollars, and to pay interest thereon from June 1, 1960, at the rate of $5\frac{1}{4}$ per cent per annum, on December 1, 1960 and thereafter semi-annually on the first day of June and on the first day of December in each year until payment of the principal hereof, payable, as to interest accruing prior to maturity, only upon surrender of the respective coupons attached hereto as they severally become due.

The principal of this bond will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest thereon will be paid in like coin or currency at said office or agency or, at the option of the holder hereof, at the office or agency of the Company in the City of Chicago, Illinois.

This bond is one of the bonds, of a series designated as $5\frac{1}{4}$ % Series due 1990, of an authorized issue of bonds of the Company known as First Mortgage Bonds, not limited as to maximum aggregate principal amount, all issued or issuable in one or more series under and equally secured (except in so far as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of Mortgage and Deed of Trust dated July 1, 1945, duly executed and delivered by the Company to The Marine Midland Trust Company of New York, as Trustee, as supplemented and modified by a First Supplemental Indenture, dated November 1, 1947, a Second Supplemental Indenture, dated November 1, 1948, a Third Supplemental Indenture, dated May 1, 1952, a Fourth Supplemental Indenture, dated November 1, 1953, a Fifth Supplemental Indenture, dated November 1, 1954, a Sixth Supplemental Indenture, dated September 1, 1956, a Seventh Supplemental Indenture, dated June 1, 1957, an Eighth Supplemental Indenture, dated December 1, 1957 and a Ninth Supplemental Indenture, dated June 1, 1960 (such Indenture of Mortgage and Deed of Trust as supplemented and modified by such Supplemental Indentures being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which

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said bonds may be issued thereunder.

The bonds of the 5¼% Series due 1990 are subject to redemption prior to maturity as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to June 1, 1965 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations by or for the account of the Company having an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) of less than 5¼% per annum; and (b) by operation of the sinking fund and replacement fund provided for in the Indenture and (in the instances provided in the Indenture) by the application of proceeds of property subject to the lien thereof, upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Special Redemption Price":

Twelve Months' Period Beginning June 1	Regular Redemption Price	Special Redemption Price
1960	105.25	100.00
1961	105.07	100.00
1962	104.89	100.00
1963	104.71	100.00
1964	104.53	100.00
1965	104.34	100.00
1966	104.16	100.00
1967	103.98	100.00
1968	103.80	100.00
1969	103.62	100.00
1970	103.44	100.00
1971	103.26	100.00
1972	103.08	100.00
1973	102.90	100.00
1974	102.72	100.00
1975	102.53	100.00
1976	102.35	100.00
1977	102.17	100.00
1978	101.99	100.00

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Twelve Months' Period Beginning June 1	5	
	Regular Redemption Price	Special Redemption Price
1979	101.81	100.00
1980	101.63	100.00
1981	101.45	100.00
1982	101.27	100.00
1983	101.09	100.00
1984	100.91	100.00
1985	100.72	100.00
1986	100.54	100.00
1987	100.36	100.00
1988	100.18	100.00
1989	100.00	100.00

together in each case with interest accrued on the bonds to be redeemed to the redemption date, upon prior notice given by publication at least once each week for three successive calendar weeks, the first publication to be not less than thirty days nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in the City of Chicago, Illinois; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication, all as more fully provided in the Indenture.

If this bond is duly called for redemption and payment duly provided for as specified in the Indenture, this bond shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the redemption date.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per cent in principal amount of the bonds (exclusive of bonds disqualified by reason of the Company's interest therein) at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than sixty per cent in principal amount of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the written approval or consent of the holder hereof which will (a) extend the ma-

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turity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

This bond shall pass by delivery, except that it may be registered as to principal from time to time at the option of the bearer on registration books to be kept for that purpose at the principal office in the Borough of Manhattan, City and State of New York, of the Trustee, such registration being noted hereon, and if so registered shall pass only by transfer upon such books by the registered owner hereof or his duly authorized attorney, similarly noted hereon, unless such transfer shall have been made and registered to bearer and noted hereon, in which case it shall again pass by delivery until again registered. Such registration of this bond as to principal shall not affect the negotiability of its coupons, which shall remain payable to bearer and pass by delivery, whether or not this bond is registered.

The Company, the Trustee and any paying agent may deem and treat the bearer of this bond, or if this bond is registered as to principal as herein authorized the person in whose name this bond is registered, and the bearer of any interest coupon appertaining hereto, whether or not this bond be registered as to principal, as the absolute owner thereof, whether or not this bond or such coupon shall be overdue, for the purpose of receiving payment thereof or on account thereof and for all other purposes, and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

Coupon bonds of this series, bearing all unmatured coupons, may be exchanged at said office of the Trustee for a like principal amount of registered bonds of the same series without coupons and in authorized denominations, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

If an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of

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particular series, may in the cases, to the extent and as provided in the Indenture, waive certain defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, shareholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, shareholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

Neither this bond nor any of the coupons for interest hereon shall become or be valid or obligatory for any purpose until the authentication certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, PORTLAND GENERAL ELECTRIC COMPANY has caused these presents to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries, and has likewise caused the annexed coupons to be authenticated by a facsimile of the signature of its Treasurer, all as of the first day of June, 1960.

PORTLAND GENERAL ELECTRIC COMPANY,

By _____
Vice President.

Attest:

Assistant Secretary.

(Form of Interest Coupon Appurtenant to Coupon
Bonds of the 1990 Series)

No. _____

\$ On the first day of 19 _____, PORTLAND
GENERAL ELECTRIC COMPANY, upon surrender hereof, unless the bond
mentioned below shall previously have become due and payable and pay-

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ment shall have been duly provided therefor, will pay to the bearer, at its office or agency in the Borough of Manhattan, City and State of New York, or, at the option of the bearer, at its office or agency in the City of Chicago, Illinois, Dollars (\$) in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, being six months' interest then due on its First Mortgage Bond, 5 1/4% Series due 1990, No. SM_____.

Treasurer.

(Form of Registered Bond of the 1990
Series Without Coupons)

No. SR

\$_____

PORTLAND GENERAL ELECTRIC COMPANY
FIRST MORTGAGE BOND, 5 1/4% SERIES DUE 1990
DUE JUNE 1, 1990

PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (hereinafter sometimes called the "Company"), for value received, hereby promises to pay to _____ or registered assigns _____ Dollars on June 1, 1990, and to pay to the registered owner hereof interest thereon from the date hereof at the rate of 5 1/4 per cent per annum, semi-annually on the first day of June and on the first day of December in each year until payment of the principal hereof.

The principal of this bond will be paid in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest thereon will be paid in like coin or currency at said office or agency or, at the option of the holder hereof, at the office or agency of the Company in the City of Chicago, Illinois.

This bond is one of the bonds, of a series designated as 5 1/4% Series due 1990, of an authorized issue of bonds of the Company, known as First Mortgage Bonds, not limited as to maximum aggregate principal amount,

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all issued or issuable in one or more series under and equally secured (except in so far as any sinking fund, replacement fund or other fund established in accordance with the provisions of the Indenture hereinafter mentioned may afford additional security for the bonds of any specific series) by an Indenture of Mortgage and Deed of Trust dated July 1, 1945, duly executed and delivered by the Company to The Marine Midland Trust Company of New York, as Trustee, as supplemented and modified by a First Supplemental Indenture, dated November 1, 1947, a Second Supplemental Indenture, dated November 1, 1948, a Third Supplemental Indenture, dated May 1, 1952, a Fourth Supplemental Indenture, dated November 1, 1953, a Fifth Supplemental Indenture, dated November 1, 1954, a Sixth Supplemental Indenture, dated September 1, 1956, a Seventh Supplemental Indenture, dated June 1, 1957, an Eighth Supplemental Indenture, dated December 1, 1957 and a Ninth Supplemental Indenture, dated June 1, 1960 (such Indenture of Mortgage and Deed of Trust as supplemented and modified by such Supplemental Indentures being hereinafter called the "Indenture"), to which Indenture and all indentures supplemental thereto, reference is hereby made for a description of the property mortgaged and pledged as security for said bonds, the nature and extent of the security, and the rights, duties and immunities thereunder of the Trustee, the rights of the holders of said bonds and of the Trustee and of the Company in respect of such security, and the terms upon which said bonds may be issued thereunder.

The bonds of the 5 $\frac{1}{4}$ % Series due 1990 are subject to redemption prior to maturity as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below, (a) at the option of the Company (other than in the cases mentioned in the following clause (b)), upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation, under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to June 1, 1965 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations by or for the account of the Company having an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) of less than 5 $\frac{1}{4}$ % per annum; and (b) by operation of the sinking fund and replacement fund provided for in the Indenture and (in the instances provided in the Indenture) by the application of proceeds of property subject to the lien thereof, upon payment of the applicable percentage of

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the principal amount thereof set forth in said tabulation, under the heading "Special Redemption Price":

Twelve Months' Period Beginning June 1	Regular Redemption Price	Special Redemption Price
1960	105.25	100.00
1961	105.07	100.00
1962	104.89	100.00
1963	104.71	100.00
1964	104.53	100.00
1965	104.34	100.00
1966	104.16	100.00
1967	103.98	100.00
1968	103.80	100.00
1969	103.62	100.00
1970	103.44	100.00
1971	103.26	100.00
1972	103.08	100.00
1973	102.90	100.00
1974	102.72	100.00
1975	102.53	100.00
1976	102.35	100.00
1977	102.17	100.00
1978	101.99	100.00
1979	101.81	100.00
1980	101.63	100.00
1981	101.45	100.00
1982	101.27	100.00
1983	101.09	100.00
1984	100.91	100.00
1985	100.72	100.00
1986	100.54	100.00
1987	100.36	100.00
1988	100.18	100.00
1989	100.00	100.00

together in each case with interest accrued on the bonds to be redeemed to the redemption date, upon prior notice given by publication at least once each week for three successive calendar weeks, the first publication to be not less than thirty days nor more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the

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Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in the City of Chicago, Illinois; provided that if all of the bonds of this series at the time outstanding shall be registered bonds without coupons and/or coupon bonds registered as to principal, such notice may be given by mail in lieu of such publication, all as more fully provided in the Indenture.

If this bond or any portion thereof (One Thousand Dollars or a multiple thereof) is duly called for redemption and payment duly provided for as specified in the Indenture, this bond or such portion thereof shall cease to be entitled to the lien of the Indenture from and after the date payment is so provided for and shall cease to bear interest from and after the redemption date.

In the event of the selection for redemption of a portion only of the principal of this bond, payment of the redemption price will be made only (a) upon presentation of this bond for notation hereon of such payment of the portion of the principal of this bond so called for redemption, or (b) upon surrender of this bond in exchange for a bond or bonds, in either registered or coupon form (but only of authorized denominations of the same series), for the unredeemed balance of the principal amount of this bond.

The Indenture contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per cent in principal amount of the bonds (exclusive of bonds disqualified by reason of the Company's interest therein) at the time outstanding, including, if more than one series of bonds shall be at the time outstanding, not less than sixty per cent in principal amount of each series affected, to effect, by an indenture supplemental to the Indenture, modifications or alterations of the Indenture and of the rights and obligations of the Company and of the holders of the bonds and coupons; provided, however, that no such modification or alteration shall be made without the written approval or consent of the holder hereof which will (a) extend the maturity of this bond or reduce the rate or extend the time of payment of interest hereon or reduce the amount of the principal hereof or reduce any premium payable on the redemption hereof, (b) permit the creation of any lien, not otherwise permitted, prior to or on a parity with the lien of the Indenture, or (c) reduce the percentage of the principal amount of the bonds upon the approval or consent of the holders of which modifications or alterations may be made as aforesaid.

This bond is transferable by the registered owner hereof in person or

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by his duly authorized attorney, at the principal office in the Borough of Manhattan, City and State of New York, of the Trustee, upon surrender of this bond for cancellation and upon payment, if the Company shall so require, of the charges provided for in the Indenture, and thereupon a new registered bond of the same series of like principal amount will be issued to the transferee in exchange therefor.

The Company, the Trustee and any paying agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payments of or on account of the principal hereof and interest due hereon, and for all other purposes, whether or not this bond shall be overdue, and neither the Company, the Trustee nor any paying agent shall be affected by any notice to the contrary.

The registered owner of this bond at his option may surrender the same for cancellation at said office of the Trustee and receive in exchange therefor the same aggregate principal amount of registered bonds of the same series but of other authorized denominations or coupon bonds of the same series of the denomination of One Thousand Dollars, upon payment, if the Company shall so require, of the charges provided for in the Indenture and subject to the terms and conditions therein set forth.

If an event of default as defined in the Indenture shall occur, the principal of this bond may become or be declared due and payable before maturity in the manner and with the effect provided in the Indenture. The holders, however, of certain specified percentages of the bonds at the time outstanding, including in certain cases specified percentages of bonds of particular series, may in the cases, to the extent and as provided in the Indenture, waive certain defaults thereunder and the consequences of such defaults.

No recourse shall be had for the payment of the principal of or the interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of the Indenture, against any incorporator, shareholder, director or officer, past, present or future, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or such predecessor or successor corporation, under any constitution or statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability of incorporators, shareholders, directors and officers, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and as provided in the Indenture.

This bond shall not become or be valid or obligatory for any purpose

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until the authentication certificate hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, PORTLAND GENERAL ELECTRIC COMPANY has caused these presents to be executed in its corporate name by its President or one of its Vice Presidents and its corporate seal or a facsimile thereof to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated _____
PORTLAND GENERAL ELECTRIC COMPANY,
By _____ Vice President.

Attest:

Assistant Secretary.
(Form of Trustee's Authentication Certificate for
Bonds of the 1990 Series)

This is one of the bonds, of the series designated herein, described in the within mentioned Indenture.

THE MARINE MIDLAND TRUST COMPANY
OF NEW YORK,
AS TRUSTEE,

By _____
Authorized Officer.

and

WHEREAS, all acts and proceedings required by law and by the charter or articles of incorporation and bylaws of the Company necessary to make the Bonds of the 1990 Series to be issued hereunder, when executed by the Company, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal obligations of the Company, and to constitute this Supplemental Indenture a valid and binding instrument, have been done and taken; and the execution and delivery of this Supplemental Indenture have been in all respects duly authorized.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH, that, in order to secure the payment of the principal of, premium, if any, and interest on all Bonds at any time issued and outstanding under the Original Indenture as supplemented and modified by the First, Second, Third,

Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures and as supplemented and modified by this Ninth Supplemental Indenture, according to their tenor, purport and effect, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and for the purpose of confirming and perfecting the lien of the Original Indenture on the properties of the Company hereinafter described, and for and in consideration of the premises and of the mutual covenants herein contained, and acceptance of the Bonds of the 1990 Series by the holders thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Company has executed and delivered this Supplemental Indenture and by these presents does grant, bargain, sell, warrant, alien, convey, assign, transfer, mortgage, pledge, hypothecate, set over and confirm unto the Trustee the following property, rights, privileges and franchises (in addition to all other property, rights, privileges and franchises heretofore subjected to the lien of the Original Indenture as supplemented by the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures and not heretofore released from the lien thereof), to-wit:

CLAUSE I

All the property, real, personal or mixed, tangible or intangible (other than excepted property as defined in the Original Indenture) of every kind, character and description, which is described in Schedule A hereto attached and hereby made a part hereof, as fully as if set forth herein at length.

CLAUSE II

Without in any way limiting anything in Schedule A hereto or hereinafter described, all and singular the lands, real estate, chattels real, interests in land, leaseholds, ways, rights-of-way, easements, servitudes, permits and licenses, lands under water, riparian rights, franchises, privileges, electric generating plants, electric transmission and distribution systems, and all apparatus and equipment appertaining thereto, offices, buildings, warehouses, garages, and other structures, tracks, machine shops, materials and supplies and all property of any nature appertaining to any of the plants, systems, business or operations of the Company, whether or not affixed to the realty, used in the operation of any of the premises or plants or systems or otherwise, which have been acquired by the Company since the execution and delivery of the Eighth Supplemental Indenture (other than excepted property as defined in the Original Indenture).

CLAUSE III

All corporate, Federal, State, municipal and other permits, consents,

licenses, bridge licenses, bridge rights, river permits, franchises, grants, privileges and immunities of every kind and description, owned, held, possessed or enjoyed by the Company (other than excepted property as defined in the Original Indenture) and all renewals, extensions, enlargements and modifications of any of them, which have been acquired by the Company since the execution and delivery of the Eighth Supplemental Indenture.

CLAUSE IV

Together with all and singular the plants, buildings, improvements, additions, tenements, hereditaments, easements, rights, privileges, licenses and franchises and all other appurtenances whatsoever belonging or in any wise appertaining to any of the property hereby mortgaged or pledged, or intended so to be, or any part thereof, and the reversion and reversions, remainder and remainders, and the rents, revenues, issues, earnings, income, products and profits thereof, and every part and parcel thereof, and all the estate, right, title, interest, property, claim and demand of every nature whatsoever of the Company at law, in equity or otherwise howsoever, in, of and to such property and every part and parcel thereof.

TO HAVE AND TO HOLD all of said property, real, personal and mixed, and all and singular the lands, properties, estates, rights, franchises, privileges and appurtenances hereby mortgaged, conveyed, pledged or assigned, or intended so to be, together with all the appurtenances thereto appertaining and the rents, issues and profits thereof, unto the Trustee and its successors and assigns, forever:

SUBJECT, HOWEVER, to the exceptions, reservations, restrictions, conditions, limitations, covenants and matters recited in Schedule A hereto and contained in all deeds and other instruments whereunder the Company has acquired any of the property now owned by it, and to permitted encumbrances as defined in Subsection B of Section 1.11 of the Original Indenture;

BUT IN TRUST, NEVERTHELESS, for the equal and proportionate use, benefit, security and protection of those who from time to time shall hold the Bonds and coupons authenticated and delivered under the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indentures, or this Supplemental Indenture and duly issued by the Company, without any discrimination, preference or priority of any one bond or coupon over any other by reason of priority in the time of issue, sale or negotiation thereof or otherwise, except as provided in Section 11.28 of the Original Indenture, so that, subject to said Section 11.28, each and all of said Bonds and coupons shall have the same right,

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lien and privilege under the Original Indenture, the First, Second, Third, Fourth, Fifth, Sixth, Seventh or Eighth Supplemental Indentures, or this Supplemental Indenture and shall be equally secured thereby and hereby and shall have the same proportionate interest and share in the trust estate, with the same effect as if all of the Bonds and coupons had been issued, sold and negotiated simultaneously on the date of delivery of the Original Indenture;

AND UPON THE TRUSTS, USES AND PURPOSES and subject to the covenants, agreements and conditions in the Original Indenture and the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Supplemental Indentures and herein set forth and declared.

ARTICLE ONE.

BONDS OF THE 1990 SERIES AND CERTAIN PROVISIONS RELATING THERETO.

Section 1.01. *Certain Terms of Bonds of the 1990 Series.* There shall be a series of Bonds, known as and entitled "First Mortgage Bonds, 5¼% Series due 1990", and the forms thereof shall be substantially as hereinabove set forth. The aggregate principal amount of the Bonds of the 1990 Series shall be limited to \$15,000,000 excluding, however, any Bonds of the 1990 Series which may be executed, authenticated and delivered in exchange for or in lieu of or in substitution for other Bonds of the 1990 Series pursuant to the provisions of the Original Indenture or of this Supplemental Indenture.

The definitive Bonds of the 1990 Series shall be coupon Bonds of the denomination of \$1,000, registrable as to principal, and registered Bonds without coupons of the denomination of \$1,000 and of such multiples of \$1,000 as shall be determined by the Company. The coupon Bonds of the 1990 Series shall be dated June 1, 1960, which date shall be the date of the commencement of the first interest period for all Bonds of the 1990 Series, and the registered Bonds of the 1990 Series without coupons shall be dated as provided in Section 2.05 of the Original Indenture. All Bonds of the 1990 Series shall mature June 1, 1990, and shall bear interest at the rate of 5¼% per annum from their respective dates until the payment of the principal thereof, such interest to be payable semi-annually on June 1 and December 1 in each year. The principal of the Bonds of the 1990 Series shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts at the office or agency of the Company in the Borough of Manhattan, City and State of New York, and interest on such Bonds shall be payable in like coin or currency at said office or agency, or, at the option

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of the holder of any Bond, at the office or agency of the Company in the City of Chicago, Illinois.

The definitive Bonds of the 1990 Series may be issued in the form of Bonds engraved, printed or lithographed on steel engraved borders.

Upon compliance with the provisions of Section 2.06 of the Original Indenture and upon payment, at the option of the Company, of the charges provided in Section 2.11 of the Original Indenture, registered Bonds of the 1990 Series without coupons may be exchanged for a new registered Bond or Bonds of different authorized denominations of like aggregate principal amount or for a like aggregate principal amount of coupon Bonds of said series, and coupon Bonds of the 1990 Series may be exchanged for a like aggregate principal amount of registered Bonds of said series without coupons of the same or a different authorized denomination or denominations.

The Trustee hereunder shall, by virtue of its office as such Trustee, be the registrar and transfer agent of the Company for the purpose of registering and transferring Bonds of the 1990 Series.

Section 1.02. *Redemption Provisions for Bonds of the 1990 Series.* The Bonds of the 1990 Series shall be subject to redemption prior to maturity, as a whole at any time or in part from time to time during each of the twelve months' periods set forth in the tabulation below,

(a) at the option of the Company (other than in the cases mentioned in the following clause (b)) upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation under the heading "Regular Redemption Price" provided, however, that no such redemption shall be made prior to June 1, 1965 directly or indirectly out of the proceeds of or in anticipation of any borrowings or the issuance of other debt obligations by or for the account of the Company having an effective interest cost (calculated after adjustment, in accordance with generally accepted financial practice, for any premium received or discount granted in connection with such borrowings or issuance) of less than $5\frac{1}{4}\%$ per annum; and

- (b) (i) through operation of the sinking fund for the Bonds of the 1990 Series provided for in Section 1.03 of this Supplemental Indenture,
(ii) through the operation of the replacement fund provided for in Section 4.04 of the Original Indenture,
(iii) through the application of cash deposited with the Trustee pursuant to Section 6.04 of the Original Indenture, upon the taking, purchase or sale of any property subject to the lien

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hereof or thereof in the manner set forth in said Section, or (iv) through the application of cash representing the proceeds of the electric property of the Company at Portland, Oregon, which is required by the provisions of Section 7.01 of the Original Indenture to be applied to the retirement of Bonds,

upon payment of the applicable percentage of the principal amount thereof set forth in said tabulation under the heading "Special Redemption Price":

Twelve Months' Period Beginning June 1	Regular Redemption Price	Special Redemption Price
1960	105.25	100.00
1961	105.07	100.00
1962	104.89	100.00
1963	104.71	100.00
1964	104.53	100.00
1965	104.34	100.00
1966	104.16	100.00
1967	103.98	100.00
1968	103.80	100.00
1969	103.62	100.00
1970	103.44	100.00
1971	103.26	100.00
1972	103.08	100.00
1973	102.90	100.00
1974	102.72	100.00
1975	102.53	100.00
1976	102.35	100.00
1977	102.17	100.00
1978	101.99	100.00
1979	101.81	100.00
1980	101.63	100.00
1981	101.45	100.00
1982	101.27	100.00
1983	101.09	100.00
1984	100.91	100.00
1985	100.72	100.00
1986	100.54	100.00
1987	100.36	100.00
1988	100.18	100.00
1989	100.00	100.00

together in each case with interest accrued on the Bonds to be redeemed to the redemption date, upon prior notice given by publication at least once each week (which may be on any business day of each such week) for three successive calendar weeks, the first publication to be not less than thirty days and not more than ninety days prior to the redemption date, in a newspaper printed in the English language, customarily published on each business day and of general circulation in the Borough of Manhattan, City and State of New York, and in a similar newspaper published and of general circulation in the City of Chicago, Illinois; provided that if all of the Bonds of the 1990 Series at the time outstanding shall be registered Bonds without coupons and/or coupon Bonds registered as to principal, such notice may be given by mailing the same to the respective registered holders of such Bonds not less than thirty or more than ninety days prior to the redemption date; and otherwise as provided in Article Nine of the Original Indenture; provided, however, in the event of redemption at any time pursuant to the provisions of this Section 1.02 of less than all of the outstanding Bonds of the 1990 Series, the Company shall, at least 45 days prior to the redemption date (unless a shorter notice shall be accepted by the Trustee as sufficient) notify the Trustee of the principal amount of Bonds of the 1990 Series to be redeemed, specifying the date on which it is proposed that notice of such redemption will be first mailed or published, and thereupon the Trustee shall proceed as follows:

(A) If at the time there shall be outstanding any coupon Bonds of the 1990 Series not registered as to principal, the Trustee shall select for redemption, as nearly as may be, a principal amount of coupon Bonds of the 1990 Series not registered as to principal which bears to the total principal amount of Bonds of the 1990 Series then to be redeemed the same ratio that the principal amount of coupon Bonds of the 1990 Series not registered as to principal then outstanding bears to the total principal amount of Bonds of the 1990 Series then outstanding, and the balance of the Bonds of the 1990 Series then to be selected for redemption shall be coupon Bonds of the 1990 Series registered as to principal and registered Bonds of the 1990 Series without coupons. The particular coupon Bonds of the 1990 Series not registered as to principal to be redeemed shall be determined by the Trustee by lot (either separately or in groups as contemplated by Section 9.02 of the Original Indenture, or by both such methods) in any manner deemed by the Trustee to be proper.

(B) The Trustee shall select the coupon Bonds of the 1990 Series registered as to principal and the registered Bonds of the 1990 Series without coupons to be redeemed in accordance with the terms of any

written agreement duly executed by all registered holders of Bonds of the 1990 Series at the time outstanding, filed with the Trustee at or prior to the time of selection and satisfactory to it; or, if at the time there shall be no such written agreement on file with the Trustee, the aggregate principal amount of coupon Bonds of the 1990 Series registered as to principal and registered Bonds of the 1990 Series without coupons to be redeemed shall be allocated among the various registered holders of Bonds of the 1990 Series pro rata in accordance with the aggregate principal amount of Bonds of the 1990 Series registered in their respective names, except that (i) the Trustee may in its uncontrolled discretion allocate an additional or lesser amount not exceeding \$1,000 to one or more of such registered holders to the end that the principal amount of the Bonds of the 1990 Series registered in the name of any such registered holder to be redeemed will be \$1,000 or a multiple thereof, (ii) in making such allocation, if the aggregate principal amount of Bonds of the 1990 Series registered in the name of any registered holder of Bonds of the 1990 Series shall be \$1,000, the Trustee shall not be required to allocate any portion of such principal amount to any such registered holder, and (iii) any registered holder of more than one fully registered Bond of the 1990 Series and/or coupon Bond of said Series registered as to principal may request the Trustee in writing in the event of any redemption of Bonds of the 1990 Series (1) first to determine in the manner herein provided the aggregate principal amount of Bonds of the 1990 Series, registered in the name of such holder to be redeemed and (2) to effect, as near as may be, a pro rata redemption of Bonds of the 1990 Series so registered in the name of such holder, up to the aggregate principal amount so determined, and the Trustee shall act in accordance with any such written request; provided, however, that the Trustee shall not be required to make any allocation which would result in redemption of Bonds of the 1990 Series in amounts other than \$1,000 or any multiple thereof.

(C) The Trustee shall notify the Company of the particular Bonds of the 1990 Series or portions thereof selected for redemption.

Notwithstanding the provisions of Article Nine of the Original Indenture or Section 1.01 of this Supplemental Indenture or any statements contained in any Bond, payment of interest on any fully registered Bond without coupons and any redemption price of a portion of the principal amount thereof shall be made by the Trustee to the registered holder thereof without presentation or surrender thereof to the Trustee if there shall be on file with the Trustee (and not theretofore rescinded by written notice from such registered holder to the Trustee) an agreement (or a

conformed copy thereof) between the Company and such registered holder or the person for whom such registered holder is the nominee, to the effect that (1) payments will be so made, (2) such registered holder will make notations on such Bond of the portions of the principal amount thereof so redeemed, and (3) such registered holder will not sell, transfer or otherwise dispose of such Bond without first surrendering the same to the Trustee in exchange for a Bond or Bonds aggregating the same principal amount as the principal amount of the Bond so surrendered which shall remain unpaid. The Trustee shall not be under any duty to determine that such notations have been made nor be liable in any manner with respect thereto. In case any payment is made as provided in this paragraph, the Trustee shall make an appropriate notation of such payment on its records, which records shall be controlling and conclusive. The Company will not, without the approval of the Trustee, make any agreement of the nature referred to in this paragraph with anyone other than the initial purchasers of the Bonds and any nominee of any such initial purchaser.

Section 1.03. *Sinking Fund for Bonds of the 1990 Series.* The Company covenants that, for the purpose of providing a sinking fund for the Bonds of the 1990 Series, it will, subject to the provisions hereinafter in this Section set forth, pay to the Trustee on or before May 31 in each year, commencing May 31, 1966 and continuing to and including May 31, 1990, a sum sufficient (exclusive of accrued interest) to redeem, on the next ensuing June 1, at the special redemption price at which the same are then redeemable for the sinking fund, a principal amount of Bonds of the 1990 Series equal to the lowest multiple of \$1,000 which equals or exceeds 2% of the greatest aggregate principal amount of Bonds of the 1990 Series theretofore at any one time outstanding, after deducting from said greatest aggregate principal amount the sum of the following amounts, in the event that such sum would equal \$500,000 or more, namely, (1) the aggregate principal amount of Bonds of the 1990 Series theretofore redeemed by the application of the proceeds of property released from the lien of the Original Indenture or taken or purchased pursuant to the provisions of Article Six of the Original Indenture, and (2) the aggregate principal amount of Bonds of the 1990 Series theretofore redeemed and retired and made the basis for the withdrawal of such proceeds pursuant to Section 7.03 of the Original Indenture or certified pursuant to Section 6.06 of the Original Indenture in lieu of the deposit of cash upon the release or taking of property.

The dates upon which payments are required for the sinking fund for Bonds of the 1990 Series as above provided are herein referred to as "sinking fund payment dates."

The Company may

(1) in whole at any time or in part from time to time, but not later than 45 days prior to any sinking fund payment date, anticipate all or part of the sinking fund payment due on such date by notifying the Trustee in writing that it elects to apply as a credit to such sinking fund payment any Bonds of the 1990 Series which shall have been redeemed at the option of the Company at the regular redemption price at which such Bonds are redeemable as provided in Section 1.02 of this Supplemental Indenture; and

(2) within twelve months preceding any sinking fund payment date but not later than 45 days prior to such sinking fund payment date, anticipate in whole at any time or in part from time to time the sinking fund payment due on such date by causing to be redeemed, at the redemption price at which Bonds of the 1990 Series are then redeemable for the sinking fund, as provided in Section 1.02 hereof, Bonds of the 1990 Series of an aggregate principal amount not exceeding the aggregate principal amount required to be retired to satisfy such sinking fund payment, and delivering to the Trustee notice in writing that such Bonds are being redeemed for account of the sinking fund.

No available Bond retirements which shall theretofore have been made the basis for action or credit under the Original Indenture or hereunder, and no retirement of Bonds of the 1990 Series which shall theretofore have been credited upon the sinking fund for the Bonds of the 1990 Series, shall be made the basis of a credit upon such sinking fund. Bonds which the Company has elected to apply as a credit upon any sinking fund payment in accordance with the provisions of clause (1) of the paragraph immediately preceding and/or redeemed in anticipation of any sinking fund payment in accordance with the provisions of clause (2) of the paragraph immediately preceding shall operate to reduce by their principal amount the principal amount of Bonds to be redeemed by such sinking fund payment.

All Bonds made the basis of a credit upon any sinking fund payment for Bonds of the 1975 Series, the 1977 Series, the 1977 Second Series, the 1984 Series, the 1986 Series, the 4 $\frac{7}{8}$ % Series due 1987, the 5 $\frac{1}{2}$ % Series due 1987, or the 1990 Series and (except as provided in Section 9.04 of the Original Indenture and in Section 1.02 of this Supplemental Indenture with respect to Bonds on which a notation of partial payment shall be made) all Bonds redeemed by operation of the sinking fund for any of

such series (whether on any sinking fund payment date or in anticipation of any such sinking fund payment) if not theretofore canceled, shall be canceled and, so long as any Bonds of the 1975 Series, the 1977 Series, the 1977 Second Series, the 1984 Series, the 1986 Series, the 4 $\frac{1}{4}$ % Series due 1987, the 5 $\frac{1}{2}$ % Series due 1987, or the 1990 Series are outstanding, shall not be made the basis of the authentication and delivery of Bonds or of any other further action or credit under the Original Indenture or this Supplemental Indenture.

Forthwith after the 45th day prior to each sinking fund payment date except June 1, 1990, on which the Company will be required to make to the Trustee a payment in cash for the sinking fund for the Bonds of the 1990 Series, the Trustee shall proceed to select for redemption, in the manner provided in Section 1.02 of this Supplemental Indenture, a principal amount of Bonds of the 1990 Series equal to the aggregate principal amount of Bonds redeemable with the money required to be paid as hereinbefore provided on the next ensuing sinking fund payment date, and, for and on behalf of and in the name of the Company, shall give notice as required by the provisions of Section 1.02 of this Supplemental Indenture and Article Nine of the Original Indenture of the redemption for the sinking fund on the then next ensuing June 1 of the Bonds so selected. On or before the sinking fund payment date next preceding any June 1 upon which any Bonds of the 1990 Series shall have been so called for redemption for the sinking fund, the Company shall pay to the Trustee the sum required to redeem the Bonds so called. All moneys so paid to the Trustee shall be by it applied to the redemption of the Bonds so called for redemption for the sinking fund. Any moneys paid to the Trustee by the Company in respect of the sinking fund payment due May 31, 1990 shall be applied to the payment of the Bonds of the 1990 Series at their maturity.

The Company will pay the interest accrued on Bonds redeemed for the sinking fund out of other moneys than those in the sinking fund, and will from time to time on request of the Trustee pay to the Trustee, otherwise than out of the sinking fund moneys, the cost of giving notice of redemption of Bonds for the sinking fund and any other expense in operating the sinking fund, the intention being that the sinking fund shall not be charged for such expenses.

Section 1.04. Notwithstanding the provisions of Section 4.07 of the Original Indenture, the provisions of Sections 4.04, 4.05, and 4.06 of the Original Indenture shall remain in full force and effect and shall be per-

formed by the Company so long as any Bonds of the 1990 Series remain outstanding.

Section 1.05. The requirements which are stated in the next to the last paragraph of Section 1.13 and in Clause (9) of Paragraph A of Section 3.01 of the Original Indenture to be applicable so long as any of the Bonds of the 1975 Series are outstanding shall remain applicable so long as any of the Bonds of the 1990 Series are outstanding.

Section 1.06. So long as any Bonds of the 1990 Series remain outstanding, all references to the minimum provision for depreciation in the form of certificate of available additions set forth in Section 3.03 of the Original Indenture shall be included in any certificate of available additions filed with the Trustee, but whenever Bonds of the 1990 Series shall no longer be outstanding, all references to such minimum provision for depreciation may be omitted from any such certificate.

Section 1.07. This Article shall be of force and effect only so long as any Bonds of the 1990 Series are outstanding.

ARTICLE TWO.

TRUSTEE.

Section 2.01. The Trustee hereby accepts the trust hereby created. The Trustee undertakes, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, to perform such duties and only such duties as are specifically set forth in this Supplemental Indenture and in the Original Indenture, on and subject to the terms and conditions set forth in the Original Indenture, and in case of the occurrence of an event of default (which has not been cured) to exercise such of the rights and powers vested in it by the Original Indenture and this Supplemental Indenture, and to use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the Bonds or coupons issued hereunder or the due execution thereof by the Company. The Trustee shall be under no obligation or duty with respect to the filing, registration, or recording of this Supplemental Indenture or the re-filing, re-registration, or re-recording thereof. The recitals of fact contained herein or in the Bonds (other than the Trustee's authentication certificate) shall be taken as the statements solely of the Company, and the Trustee assumes no responsibility for the correctness thereof.

ARTICLE THREE.

MISCELLANEOUS PROVISIONS.

Section 3.01. Although this Supplemental Indenture, for convenience and for the purpose of reference, is dated June 1, 1960, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgements hereto annexed.

Section 3.02. This Ninth Supplemental Indenture is executed and shall be construed as an indenture supplemental to the Original Indenture as heretofore supplemented and modified, and as supplemented hereby, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture, as heretofore supplemented and modified, and this Ninth Supplemental Indenture, shall be read, taken and construed as one and the same instrument. All terms used in this Ninth Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture except in cases where the context clearly indicates otherwise.

Section 3.03. In case any one or more of the provisions contained in this Supplemental Indenture, or in the Bonds or coupons shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Supplemental Indenture, but this Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 3.04. This Supplemental Indenture may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the Company and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, Portland General Electric Company has caused this Ninth Supplemental Indenture to be signed in its corporate name by its President, or one of its Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Secretary, or one of its Assistant Secretaries, and in token of its acceptance of the trusts created hereunder, The Marine Midland Trust Company of New York has caused this Ninth Supplemental Indenture to be signed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested

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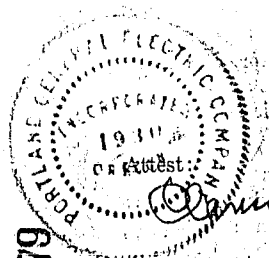
by one of its Assistant Secretaries, all as of the day and year first above written.

PORTLAND GENERAL ELECTRIC COMPANY,

By

Waldemar Seton

Vice President.



Secretary.

Signed, sealed and delivered by PORTLAND
GENERAL ELECTRIC COMPANY in the
presence of:

W. F. Fryer
Marble Seton

THE MARINE MIDLAND TRUST COMPANY
OF NEW YORK,

By

John C. Hault

Vice President.



Assistant Secretary.

Signed, sealed and delivered by THE MARINE
MIDLAND TRUST COMPANY OF NEW YORK
in the presence of:

F. D. Buzze
M. Bartoli

STATE OF OREGON, } ss.:
COUNTY OF MULTNOMAH,

On this *24th* day of May, 1960, before me personally appeared
Waldemar Seton and Clarence D. Phillips, to me personally known, and to

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me known to be, and who being duly sworn did say that they are, respectively, the Vice President and Secretary of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, which executed the within and foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Waldemar Seton and Clarence D. Phillips acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year first in this my Certificate written.

Alma R. Wilson

Notary Public for Oregon.

My Commission expires 2-17-61

STATE OF NEW YORK,
COUNTY OF NEW YORK,

} ss.:

On this 27th day of May, 1960, before me personally appeared
F. C. Straat, Jr. and
I. C. GAULT to me personally known, and
to me known to be, and who being duly sworn did say that they are, respectively, the Vice President and Assistant Secretary of THE MARINE MIDLAND TRUST COMPANY OF NEW YORK, which executed the within and foregoing instrument, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said F. C. Straat, Jr. and
I. C. GAULT acknowledged said instrument to be the free act and deed of said corporation for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year first in this my Certificate written.

Eugene P. Darby

Notary Public.

Notary Public, EUGENE P. DARBY
Notary Public, State of New York
No. 30-0850925
Qualified in Nassau County
Cert. filed in New York County
Commission expires March 30, 1961



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STATE OF OREGON, } ss.:
COUNTY OF MULTNOMAH, }

Waldemar Seton and Clarence D. Phillips, the Vice President and Secretary, respectively, of PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation, the mortgagor in the foregoing mortgage named, being first duly sworn, on oath depose and say that they are the officers above-named of said corporation and that this affidavit is made for and on its behalf by authority of its Board of Directors and that the aforesaid mortgage is made by said mortgagor in good faith, and without any design to hinder, delay or defraud creditors.

Subscribed and sworn to before me this *24th* day of May, 1960.

Alma L. Wilson
Notary Public for Oregon.
My Commission expires 2-17-61

**SCHEDULE A
PART I**

All and singular the lands, real estate and interest in real estate, franchises, rights, licenses, grants, easements, permits, privileges, servitudes and immunities of Portland General Electric Company, grantor in the foregoing Indenture (hereinafter in this Schedule A called the "Company"), all its flowage lands and rights, dams, canals, flume lines, tunnels, penstocks, water power plants, electric plants, substations, structures, power plants and substation machinery, apparatus and equipment, boilers, engines, machinery, motors, electrical transmission and distribution systems and lines, telephone systems and lines, towers, masts, poles, wires, lamps, electrical apparatus and equipment, overhead and underground construction, conduits, meters, service, materials and supplies, furniture and fixtures, apparatus, machinery, tools and appliances, implements and equipment, used or useful in connection with the business of generating, transmitting, distributing and supplying electricity, or performing any other public utility service, which have been acquired by the Company subsequent to the execution and delivery of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 referred to below, and not heretofore included in any Indenture supplemental thereto, and whether now owned or which hereafter may be acquired by the Company in the State of Oregon.

The definitions contained in Part I of Schedule A attached to and made a part of the Indenture of Mortgage and Deed of Trust dated July 1, 1945 from Portland General Electric Company to The Marine Midland Trust Company of New York are included as part of this Schedule A the same as if said definitions were rewritten herein.

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PART II
Clackamas County, Oregon

1. The following described real property situated in Clackamas County, Oregon:

Part of the Washington Williams D.L.C. in T. 3 S., R. 2 E., W. M., in the County of Clackamas and State of Oregon, described as:

Beginning at the corner of Sections 3, 4, 9, and 10, T. 3 S., R. 2 E., of the W.M., thence South 89° 55' West 435 feet to a point; thence South 0° 04' East 1003.6 feet to a point; thence East 435.00 feet to the east line of said Section 9; thence North 0° 04' West 1004.5 feet to the point of beginning, subject to the rights of the public in roads, and subject to slope easements along Thayer Road, including the terms and provisions thereof, conveyed to Clackamas County by instrument recorded August 28, 1940, in Book 272, Page 125, Deed Records.

2. The following described real property situated in Clackamas County, Oregon:

All that portion of the land conveyed to Robert E. Goodwin and Fannie S. Goodwin situated in the L.D.C. Latourette D.L.C. 39 and 45 in T. 2 & 3 S., R. 2 E., W.M., Clackamas County, Oregon, and described in Book 467, page 165, Record of Deeds of said county, described as follows:

Beginning at an iron pipe in the northeasterly line of the Robert E. Goodwin and wife tract which is 62.50 feet Easterly when measured at right angles to Portland General Electric Company survey line and which is South 88° 00' West 297.0 feet and South 0° 15' East 1544.4 feet and North 42° 56' West 427.93 feet from an iron pipe at the northeast corner of the L.D.C. Latourette D.L.C. 39 and 45, T. 2 & 3 S., R. 2 E., W.M.; thence North 42° 56' West 199.07 feet to an iron pipe in a corner of the Robert E. Goodwin and wife tract; thence North 75° 00' West 178.2 feet to an iron pipe set in the most northerly corner of the Robert E. Goodwin and wife tract; thence Southwesterly in a straight line to an iron pipe at the northwest corner of a tract conveyed by Lyman C. Latourette and wife to Lucy Alfreda Stewart by deed recorded May 9, 1936, in Book 232, page 2, Deed Records; thence South 0° 15' East 561.0 feet to an iron pipe; thence South 88° 00' West 132.0 feet to an iron pipe in the center of a 30 foot right-of-way; thence South 6° 30' East 66.0 feet to an iron pipe; thence North 88° 00' East 533.97 feet along the south line of the Robert E. Goodwin and wife tract to an iron pipe; thence North 88° 00' East 83.42 feet along the south line of the Robert E. Goodwin and wife tract to an iron pipe which is 62.50

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feet Easterly when measured at right angles to above said Portland General Electric Co. survey line; Thence N 11° 07' 30" W 100.33 feet to an iron pipe; thence N 7° 34' 30" E, 877.33 feet to the point of beginning.

Provided, however, there is reserved to the Grantors the right to pipe water from a spring located in the extreme Southwest corner of this parcel of land across said land to Grantors' property lying to the east and adjacent thereto.

3. The following described real property situated in Clackamas County, Oregon:

Lot Six (6), Block Three (3), GREEN POINT, in the County of Clackamas and State of Oregon.

4. The following described real property situated in Clackamas County, Oregon:

Lots Four (4) and Five (5), Block Three (3), GREEN POINT, Clackamas County, Oregon.

5. The following described real property situated in Clackamas County, Oregon:

Part of Lots Two (2) and Three (3) in Block Three (3), Green Point, according to the duly recorded plat thereof situated within the City of Oregon City and more particularly described as follows:

Beginning at the most easterly corner of Lot 3, Block 3, Green Point; thence northwesterly along the northerly line of said block 72 feet; thence southerly to a point in a southerly line of said Lot 3, that is 36 feet from the most southerly corner thereof; thence southeasterly along said southerly line of said Lot 3, 36 feet to the most southerly corner thereof; thence northeasterly on the easterly line of said lot to the place of beginning in the County of Clackamas, State of Oregon.

6. The following described real property situated in Clackamas County, Oregon:

Being a portion of that certain parcel of property described in Book 458 Page 104 Deed Records of Clackamas County, Oregon, said portion being more particularly described as beginning at a point on the northwesterly line of Market Road No. 16, being the most easterly corner of that certain tract of land conveyed to Southern Pacific Company by deed recorded in Book 441, Page 287, Clackamas County Deed Records; running thence N. 41.5° E. tracing said northwesterly line of said Market Road for a distance of 20 feet; thence Northwesterly at right angles to said northwesterly line of said Market Road No. 16, 34.27 feet to the easterly line

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of the Southern Pacific Company's right-of-way (60 feet wide); thence southwesterly on and along said easterly line 23.7 feet to the northeasterly line of that certain tract of land conveyed to Southern Pacific Company; thence Southeasterly at right angles to said northwesterly line of said Market Road No. 16, 21.51 feet to the place of beginning, containing 0.013 of an acre.

7. The following described real property situated in Clackamas County, Oregon:

A tract of land in Section 16, T.2.S.R.2.E. of the W.M., described as follows: Beginning at a point in the South line of Center Avenue, S. 89° 44' W. 60 feet from the N.E. Corner of Tract K, "Clackamas Riverside Plat" (recorded October 17, 1891 on Page 5 of Plat Bk. 4, records of Clackamas County, Oregon); thence S. 89° 44' W. 1380.00 feet along the South line of Center Avenue to an iron rod at the intersection of the Easterly line of Market Road 16; thence S. 40° 21' W. 1232.23 feet along the Easterly line of Market Road 16 to an iron rod on the Easterly R/W of the Southern Pacific RR; thence S. 7° 28' W. 187.57 feet along the Easterly R/W of the Southern Pacific RR to an iron rod; thence along the arc of a curve to the right and also the easterly R/W of the SPRR 363.49 feet to a point, (Central angle is 6° 12' 30" Radius is 3354.60 feet); thence along the arc of a curve to the right and also the easterly R/W of said SPRR R/W 105.49 feet to an iron pipe (Central angle is 2° 05' 11" and radius 2894.93) and true point of beginning of the parcel herein described; thence continuing along said arc and SPRR R/W 346.55 feet to an iron pipe (Central angle 6° 51' 28" radius 2894.93 feet); thence N. 88° 54' E. 434.32 feet to an iron rod; thence N. 0° 33' W. 119.84 feet to an iron rod; thence N. 88° 54' E. 50 feet to an iron rod; thence N. 0° 33' W. 205.00 feet to an iron rod; thence S. 88° 54' W. 367.06 feet to an iron rod on the Easterly boundary of the SPRR R/W and true point of beginning. Part of Clackamas County and State of Oregon.

8. The following described real property situated in Clackamas County, Oregon:

A tract of land in the James Swafford D. L. C. and Section 4, T3S, R2E, of the WM, in the County of Clackamas and State of Oregon, which consists of the east 368 feet off the east side of the tract of land conveyed to Ora F. and Frank A. Schmidt by Rose Rumery on January 9, 1936, and recorded in Book 231, page 258, Records of Deeds, Clackamas County, Oregon, and more particularly described as follows:

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Beginning at the section corner of Sections 3, 4, 9 and 10, T3S, R2E, of the W.M., in the center of Thayer Road; thence North 0° 24' East 1160.95 feet to a stone at the re-entrant corner of the tract of land conveyed to E. W. Swafford by J. E. Swafford as recorded in Book C, page 65 and 66, Records of Deeds, Clackamas County; thence North 0° 41' West 990 feet to an iron pipe on the north line of said tract and also the center of Maple Lane Road; thence South 88° West 368 feet along center line of said road to an iron pipe; thence South 0° 15' East 2139.24 feet to the south line of Section 4 and center of Thayer Road to an iron bolt; thence East along south line of Section 4, 368 feet to the place of beginning, EXCEPTING from the above, that portion in the county roads.

9. The following described real property situated in Clackamas County, Oregon:

Tract 12, FIRST ADDITION TO JENNINGS LODGE

10. The following described real property situated in Clackamas County, Oregon:

That portion of the Isom Cranfield D.L.C. in Section 16, T.2.S.R.2.E. W.M., described as follows:

Beginning in the West line of Tract "R", CLACKAMAS RIVERSIDE South 0° 58' East 497.93 feet along said West line from the Northeast corner of that tract described in Deed Book 499, page 738, said portion being described in said deed as being 1536.48 feet West and 1902.28 feet South of the Northeast corner of said Section 16; thence South 31° 37' 30" East 483 feet, more or less, to the right bank of the Clackamas River; thence Southwesterly downstream along said right bank 295 feet, more or less, to an intersection with the said West line or the extension thereof; thence North 0° 58' West 575 feet, more or less, along said West line to the point of beginning.

11. The following described real property situated in Clackamas County, Oregon:

Part of the east one-half of the east one-half of the northeast quarter of Section 2, T. 2 S., R. 2 E., of the W. M., in the County of Clackamas and State of Oregon, more particularly described as follows:

Beginning at the southwest corner of the east one-half of the east one-half of the northeast quarter of said Section 2, which point is in the center of Sunnyside Road; thence East along the center of said road to the southeast corner of a tract conveyed to Marie F. Morlan by deed recorded December 13, 1954 in Book 489, page 459, Deed Records; thence North 0°

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07° 30" East along the westerly boundary of the said Morlan tract, 1080.15 feet to the interior corner thereof; thence North 89° 52' 30" West 200 feet to the west boundary of the said east one-half of the east one-half of the northeast quarter, which point is also the most westerly southwest corner of the aforesaid Morlan tract; thence South along the west boundary of said east one-half of the east one-half of the northeast quarter to the point of beginning.

PART III
Jefferson County, Oregon

1. The following described real property situated in Jefferson County, Oregon:

Government Lots 1 and 2, Section 27; and the Southeast Quarter of the Northeast Quarter, and Government Lots 6 and 7, Section 28 all in Township 11 South, Range 11 East of the Willamette Meridian, Jefferson County, Oregon, except therefrom the West 240' of said Lot 6, Section 28, together with an easement for road purposes on, over and across the South 30' of the West 240' of the said Lot 6; and subject to an easement for road purposes on, over and across the South 30' of the said Lots 6 and 7 to the existing road on the said Lot 7 and the Southeast Quarter of the Northeast Quarter of said Section 28, and an easement on, over and across the said existing road on the said Lot 7 and the Southeast Quarter of the Northeast Quarter of said Section 28 to the South line of the said Southeast Quarter of the Northeast Quarter.

PART IV
Marion County, Oregon

1. The following described real property situated in Marion County, Oregon:

Beginning at a point on the South line of the Oregon & California Railroad right of way, said point being 16.39 chains South 89° 15' East and 1.362 chains South 0° 45' West from the Southeast corner of the Donation Land Claim of Samuel Parker and wife in Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; and running thence South 0° 45' West 4.71 chains along the middle of a County Road; thence West 13.29 chains; thence North 5° 40' East 4.83 chains to the South line of the right of way of the Oregon & California Railroad; thence South 89° 30' East 12.89 chains along the South line of the Oregon & California Railroad to the place of beginning.

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2. The following described real property situated in Marion County, Oregon:

A parcel of land in the Joseph H. Foss D.L.C. No. 62 and Section 14, T7S, R2W, WM, Marion County, Oregon, said parcel being more particularly described as follows: Beginning at the northeast corner of the Catherine Hagey D.L.C. No. 63; THENCE, N 88° 12' W along the north line of said Hagey D.L.C. and the south line of said Foss D.L.C. a distance of 1365.5 feet to an intersection with the located, surveyed, and staked centerline of the Bonneville Power Administration's transmission line right-of-way at engineers centerline station 2103 + 64.6; THENCE, N 33° 48' 20" W along said centerline a distance of 2000.40 feet to centerline station 2123 + 65 for the true place of beginning of the parcel of land herein being conveyed; THENCE, N 56° 11' 40" E 112.5 feet; THENCE, N 33° 48' 20" W parallel said centerline a distance of 420 feet; THENCE, S 56° 11' 40" W 280 feet to a point; THENCE, S 33° 48' 20" E parallel said centerline a distance of 420 feet; THENCE, N 56° 11' 40" E 167.50 feet to the true place of beginning. Contains 2.70 acres.

Subject, however, to a certain transmission line easement including the terms and provisions thereof, granted to the United States of America, dated June 18, 1954, and recorded July 13, 1954, in Volume 465, page 172, Deed Records for Marion County, Oregon.

PART V

Multnomah County, Oregon

1. The following described real property situated in Multnomah County, Oregon:

The following described property in the Southeast Quarter of Section 13, Township 1 North, Range 1 East of the Willamette meridian, in the City of Portland, County of Multnomah and State of Oregon.

BEGINNING at the intersection of the West line of N.E. 42d Avenue with the North line of N.E. Simpson Street; thence North, along the West line of N.E. 42d Avenue, 100 feet; thence West parallel with the North line of N.E. Simpson Street, 100 feet; thence South parallel with the West line of N.E. 42d Avenue, 100 feet, to the North line of N.E. Simpson Street; thence East 100 feet to the point of beginning.

2. The following described real estate, situated in the County of Multnomah, State of Oregon, to-wit:

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A tract of land in Section 30, Township 1 North of Range 3 East of the Willamette Meridian in the County of Multnomah and the State of Oregon, described as follows:

Beginning at the S. E. corner of said Section 30; thence, N. 89° 50' W. 63.7 feet; thence N. 0° 03' and 30" E. 30 feet to the true point of beginning of the tract to be described running thence N. 0° 03' and 30" E. 150 feet; thence, N. 89° 50' W. 290 feet to the East line of N.E. 181st Avenue; thence S. 0° 03' 30" W. 150 feet; thence, S. 89° 50' E. 290 feet to the true place of beginning.

3. The following described real property situated in Multnomah County, Oregon:

A tract of land in Sec. 11, Township 1 South, R 2 East of W.M., described as:

Beginning at the intersection of the west line of Government Lot 1 of said Section 11, with the south line of S. E. Division Street, as said road is now established and located; thence north 89° 22' 40" east along said road line 236.55 feet to the northeast terminal corner of the 50 foot roadway tract dedicated to Multnomah County by deed recorded February 3, 1955 in Book 1704 page 67, Deed Records, for the true place of beginning of the tract to be described; thence south 0° 12' 30" east along the east line of said roadway tract, 307 feet, more or less, to the north line of the tract of land conveyed to Oregon Elementary School District No. 29 (Powellhurst) Multnomah County, Oregon, by deed recorded February 5, 1955 in Book 1704 page 66, Deed Records; thence easterly along the north line of said School District tract to the west line of the tract of land conveyed to Mary Green Heninger by deed recorded June 7, 1935 in Book 296 page 103, Deed Records, said west line being the west line of the east one third of the aforesaid Government Lot 1; thence northerly along the west line of said Heninger tract 307 feet, more or less, to the south line of S. E. Division Street; thence south 89° 22' 40" West along said south road line to the place of beginning.

4. The following described real property situated in The City of Portland, County of Multnomah, State of Oregon, to-wit:

Lot Twenty (20), Block Twenty-six (26) ALBINA, Multnomah County, State of Oregon, subject to that portion thereof taken for the widening of N.E. Russell Street.

5. The following described real property situated in the City of Portland, County of Multnomah, State of Oregon, to wit:

Blocks 13, 28, 33 and that part of Block 48 lying west of the westerly line of that portion thereof conveyed to Portland Railway, Light and Power Company by deed dated December 13, 1909, recorded December 14, 1909, in Book 474, page 373, Deed Records of Multnomah County, State of Oregon, all in Stephens Addition to East Portland.

6. Property which has become vested in Portland General Electric Company as abutting owner by reason of vacation proceedings by the City of Portland, Oregon, a municipal corporation, pursuant to the statutes of Oregon.

Ordinance No. 102168 passed by the City Council June 1, 1955, vacating the following described property in the City of Portland, County of Multnomah, State of Oregon, to-wit:

All that portion of S. E. Grant Street lying between the west line of S. E. 3rd Avenue and the Harbor Line of the East Bank of the Willamette River; also

All that portion of the North 34.2 feet of S. E. Sherman Street lying between the east line of S. E. 3rd Avenue and the Harbor Line of the East Bank of the Willamette River; also

All that portion of S. E. 1st Avenue lying between the south line of S. E. Grant Street and the north line of S. E. Sherman Street; also

All that portion of S. E. 2nd Avenue lying between the south line of S. E. Grant Street and the north line of S. E. Sherman Street; and also

All that portion of S. E. 3rd Avenue lying between the south line of S. E. Grant Street and the north line of S. E. Sherman Street.

7. The following described real property situated in Multnomah County, Oregon:

A portion of Block One (1) of Loveleigh, an addition to the City of Portland, County of Multnomah, State of Oregon, which portion is particularly described as follows:

Beginning at the Southeast corner of Lot Fourteen (14) of said Block One (1); thence West tracing the South line of said Lot Fourteen (14) and a Westerly extension thereof a distance of 131.6 feet; thence North at right angles to the South line of said Lot Fourteen (14) as described a distance of 127.8 feet to a point in the Northerly line of Lot Sixteen (16), in said Block; thence in a Southeasterly direction a distance of 140.25 feet to the Northeast corner of Lot Fifteen (15) of said Block One (1); thence South 79.3 feet to the place of beginning and containing 13627.18 square feet, more or less.

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8. The following described real property situated in Multnomah County, Oregon:

Lot 4, Block G, Fulton Park, except that portion thereof taken for road purposes.

9. The following described real property situated in Multnomah County, Oregon:

Parcel 1: A part of the Southwest quarter of Section 6, Township 1 South, Range 1 East of the Willamette Meridian, in the County of Multnomah and State of Oregon, described as follows:

Beginning at a stake 1,873.74 feet North and 1,269.84 feet West of the quarter section corner on the south side of Section 6, the same being the southeast corner of the D. L. C. of N. B. Jones in Section 6, Township 1 South, Range 1 East of the Willamette Meridian; thence South 333.96 feet to a stake on the north side of the Old Canyon Road; thence South 79° 30' West on said side line, 246.84 feet to a stake set on the east line of S. W. 61st Drive; thence North 47° West on the east line of said road, 264.03 feet, more or less, to the south line of that certain tract conveyed to West Slope Water District by deed recorded April 6, 1955 in Book 1715 page 514, Deed Records; thence South 89° 48' East along the said south line of the West Slope Water District tract, 250.68 feet to the southeast corner of said tract; thence North 190 feet to the Northeast corner of said West Slope Water District tract; thence East 187.56 feet, more or less, to the point of beginning.

Parcel II: That portion of the following described property which lies between the South line of S. W. Canyon Court as now established and the North line of New Canyon Road (County Road No. 1138), and the Easterly line of S. W. 61st Drive as now established; which entire tract is described as follows:

Beginning at an iron pipe in the Old Canyon Road at the Northeast corner of a 31 acre tract conveyed by Hedge to Ellis Raab by a deed recorded in Book 258 page 93, Deed Records; running thence North 54° 23' West along Old Canyon Road 50 feet to a point; thence South 82° 27' West along Old Canyon Road 200 feet to a point; thence South 74° 30' West 115 feet to a point; thence South 39° 46' West 50 feet to an iron pipe; thence South 21° 50' East leaving the road 179.05 feet to an iron pipe; thence East 341.12 feet to an iron pipe in the West line of the John D. Kelly's 1.10 acre tract; thence North 6° 24' West along the said Kelly's West line 233.15 feet to the place of beginning, being a portion of the Nathan B. Jones D. L. C.

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10. The following described real property situated in Multnomah County, Oregon:

A parcel of land in Section 22, T1S, R1E, W.M., Multnomah County, Oregon, said parcel being more particularly described as follows: Beginning at an iron pipe on the east line of S. W. Taylors Ferry Rd. at the intersection of the south line of Block 4, Fulton, said iron pipe being at the southwest corner of that certain real property conveyed by The Riverview Cemetery Association of Portland, Ore., an Oregon Corp. to Portland General Electric Company, an Oregon Corp., by deed recorded on February 9, 1949 on Page 403 of Book 1318 of Multnomah Co. Deed Records; THENCE, from said beginning, S 66° 42' E, tracing the south boundary of aforesaid real property conveyed and recorded February 9, 1949, a distance of 253.99 feet to an iron pipe on the west line of S. W. Macadam Ave; THENCE, in a southeasterly direction, tracing the west line of S. W. Macadam Ave. on the arc of a 613 foot radius curve to the left, consuming a central angle of 12° 10' 30", a distance of 130.26 feet, the long chord of which bears S 15° 11' 15" E. 1.30 feet; THENCE, N 85° 31' 20" W 300.33 feet to a point on the east line of S. W. Taylors Ferry Road; THENCE, N 9° 00' E, tracing last said east line, a distance of 205 feet to the iron pipe at the place of beginning. Contains 0.99 acre.

11. The following described real property situated in Multnomah County, Oregon:

Tract "D", TUALATIN VIEW PARK, in the County of Multnomah and State of Oregon.

12. The following described real property situated in Multnomah County, Oregon:

Tract A, FAIRVALE and Lot 25, Block 8, FAIRVALE, in the County of Multnomah and State of Oregon, subject to easement for road purposes only as granted in instrument from grantors to Nick M. Messmer and Winifred F. Messmer, husband and wife, dated May 23, 1958, recorded May 26, 1958 in Book 1899, page 216, Deed Records.

13. The following described real property situated in Multnomah County, Oregon:

That certain tract of land in the Southwest Quarter (SW-1/4) of the John B. and Sarah A. Talbot Donation Land Claim in the Southwest Quarter (SW-1/4) of Section 8, Township 1 South, Range 1 East, of the Willamette Meridian, in the County of Multnomah and State of Oregon, more particularly described as follows:

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Commencing at an iron pipe which is S. 89° 13' E. 1389.60 feet from the quarter section corner on the west boundary of Section 8, T. 1 S. R. 1 E. W.M.; thence S. 00° 1¾' W. 320 feet more or less to the City of Portland Boundary as established on the date of this instrument; thence northeasterly along said boundary line 310.6 feet more or less to a point on the east line of the Grantors' land described in Book 755, Page 152, Deed Records, Multnomah County, Oregon; thence N. 00° 1¾' E. 160 feet more or less to the northeast corner of the said Grantors' land; thence N. 89° 13' W. 266.21 feet to the place of beginning.

14. The following described real property situated in Multnomah County, Oregon:

Lots 2 and 3, Block 22, FEURER'S ADDITION to East Portland, City of Portland, County of Multnomah and State of Oregon.

15. The following described real property situated in Multnomah County, Oregon:

Lot 5, Block 13, BENEDICTINE HEIGHTS, in the City of Portland, County of Multnomah and State of Oregon.

16. The following described real property situated in Multnomah County, Oregon:

A tract of land situated in the Girard Linneman Donation Land Claim and in Sections 8 and 17, Township 1 South, Range 3 East, W.M., Multnomah County, Oregon, said tract being a portion of Linneman Acres and a portion of that certain parcel conveyed to Pacific Power & Light Company by deeds recorded in Book 1857 on page 518 and Book 1858 on page 358, Deed Records of Multnomah County, Oregon, more particularly described as follows:

Beginning at a point on the east line of the Girard Linneman Donation Land Claim which point is South 0° 06' 45" West 2915.04 feet from the northeast corner of said Donation Land Claim; thence continuing South 0° 06' 45" West along the east line of said Linneman Donation Land Claim a distance of 751.68 feet, more or less, to an iron stake on the north line of the Portland Traction Company's right-of-way; thence South 86° 19' 45" West following along said north right-of-way line a distance of 1511.51 feet to a stone 8" x 8" x 12", the point in said stone marked with a brass screw drilled in on the upper side which point is also the initial point and the southeast corner of the Linneman Acres subdivision, according to the official plat thereof recorded in Book 1133 at page 12 on file in the records of Multnomah County, Oregon; thence South 86° 18' 30" West a distance

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of 803.23 feet along the south side of said Linneman Acres subdivision to a point; thence 233.63 feet, more or less, on a curve to the left having a radius of 3843 feet to the southwest corner of Lot 13 of said Linneman Acres subdivision; thence North 28° 56' 15" East a distance of 899.07 feet along the West line of said Linneman Acres to a point; thence North 86° 13' 40" East a distance of 2114.29 feet, more or less, to the point of beginning. Excepting from the above described parcel a strip of land five feet in width, measured at right angles to the said West line, and adjacent to and easterly of said West line, which strip of land is to be deeded to Multnomah County for road purposes. Tract contains 40.12 acres, more or less.

Subject, however, and reserving to the Grantor, its successors and assigns, a perpetual easement and right of way across a part of the property above described, which part is more particularly described as follows:

A strip of land 150 feet in width extending from said North line of the Portland Traction Company's right of way to the North line of the afore-described property and lying adjacent to and easterly of said 5-foot strip excepted in the aforescribed tract.

PART VI

Washington County, Oregon

1. The following described real property situated in the County of Washington and State of Oregon, to wit:

A parcel of land in the southeast quarter of section 2, township 1 south, range 1 West of the Willamette Meridian, said parcel being a portion of that certain tract conveyed to Charles W. Eastman and Esther Eastman, husband and wife, by warranty deed of September 1, 1945, and recorded in deed book 251 page 107; said parcel being more particularly described as follows:

Beginning at the point of intersection of the southerly right-of-way line of Barnes Road and the west line of the land of the grantors; thence southeasterly tracing the southerly right-of-way line of Barnes Road, a distance of 200 feet; thence south parallel to the west line of the land of the grantors, a distance of 250 feet; thence northwesterly parallel to the southerly right of way line of Barnes Road to a point; said point being 50 feet east of measured at right angles to the west line of the land of the grantors; thence south 50 feet east of and parallel to the west line of the land of the grantors, to the northerly right of way line of Sunset Highway No. 47, thence northwesterly, tracing the northerly right-of-way line of

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Sunset Highway, to an intersection with the west line of the land of the grantors; thence north tracing the west line of the land of the grantors to the southerly right-of-way line of Barnes Road and the place of beginning of the parcel of land herein described.

2. The following described real property situated in Washington County, Oregon:

A tract of land in Sections 22 and 27, Township 1 South, Range 1 West, W.M., Washington County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the westerly right-of-way line of the Southern Pacific Co.'s R.R. right-of-way and the section line common to Sections 22 and 27, T. 1 S., R. 1 W., W.M., which point is S. 89° 39' W. 574.68 ft. distant along said section line from the corner common to Sections 22, 23, 26 & 27, T. 1 S., R. 1 W., W.M.; thence, from said beginning point N. 1° 30' E. tracing the westerly right-of-way line of the Southern Pacific Co. a distance of 1052.49 ft. to an iron pipe; thence, S. 89° 34' W. 771.32 ft. to an iron pipe; thence, N. 0° 13' E. 313 ft. to an iron pipe set on left bank of Fanno Creek; thence, continuing N. 0° 13' E. 32 ft. to the intersection of center line of Fanno Creek; thence, downstream along the meanderings thereof the following courses and distances. S. 56° 54' 40" W. 111.75 ft., S. 35° 39' 40" W. 106.81 ft., S. 31° 23' W. 47.39 ft., S. 59° 39' 40" W. 100.45 ft., S. 63° 17' E. 86.90 ft., S. 66° 36' 20" E. 30.65 ft., S. 15° 31' W. 72.23 ft., S. 56° 49' W. 57.91 ft., S. 53° 31' 40" W. 114.30 ft., S. 10° 02' 20" W. 24.32 ft., S. 20° 19' E. 62.38 ft., S. 3° 19' 20" W. 20 ft., S. 25° 56' 20" W. 65 ft., N. 87° 48' W. 74.29 ft., S. 35° 32' 40" W. 31.24 ft., S. 22° 23' 40" E. 78.64 ft., S. 54° 50' 20" W. 24.41 ft., S. 88° 35' W. 56.62 ft., S. 52° 32' 40" W. 74.32 ft., S. 14° 20' E. 60.45 ft., S. 30° 40' 20" W. 124.29 ft., S. 34° 19' W. 142.42 ft., S. 9° 16' 40" W. 64.61 ft., S. 36° 15' 40" W. 18.80 ft., N. 45° 50' W. 147.20 ft., S. 35° 26' W. 62.95 ft., S. 21° 30' E. 158.40 ft., S. 2° 41' E. 43.61 ft., S. 29° 29' 40" W. 77.42 ft., S. 42° 01' W. 75.13 ft., to an intersection with the section line common to Sections 22 & 27 T. 1 S., R. 1 W., W.M.; thence leaving the meandered center line of Fanno Creek, N. 89° 39' E. along aforesaid section line a distance of 30 ft. to an iron pipe on the left bank of Fanno Creek; thence, continuing along aforesaid section line N. 89° 39' E. 288.56 ft. to an iron pipe; thence S. 19° 20' W. 656.36 ft. to an iron pipe set on the northerly right-of-way line of the Beaverton-Aurora State Hwy. No. 141 (60' width); thence, tracing the said northerly right-of-way line, the following courses and distances, S. 67° 25' E. 624 ft. to an iron pipe at a point of curve; thence, along the

arc of a curve to the left, having a radius of 2835 ft., consuming a central angle of $3^{\circ} 41'$, a distance of 182.25 ft. to an iron pipe at the end of curve, the long chord of said curve bears S. $69^{\circ} 15' 30''$ E. 182.21 ft.; thence, S. $71^{\circ} 06'$ E. 754.13 ft. to an iron pipe at the intersection of the northerly right-of-way line of aforesaid State Hwy. and the westerly right-of-way line of aforesaid S. P. Co. railroad right-of-way; thence, leaving the highway right-of-way and tracing the westerly right-of-way line of S. P. Co. R.R., N. $1^{\circ} 30'$ E. 1177.32 ft. to the place of beginning, containing 61.98 acres, more or less.

3. The following described real property situated in Washington County, Oregon:

PARCEL I: The South 650 feet of the following: Being a part of the West half of the Isaac Butler D.L.C. No. 48, in Township 1 North, Range 2 West of the W.M., Washington County, Oregon, and being more particularly described as follows; Beginning at the iron pipe marking the southeast corner of the West half of the said Butler claim and running thence West along the South line of said claim a distance of 82.2 feet to the center of County Road No. 1014; thence North $1^{\circ} 39'$ West along the center of said road a distance of 1049.7 feet to the beginning of a curve to the right in said road; thence along a 573.0 foot radius curve to a point on the Southerly boundary of the right of way of the Oregon Electric Railway, said point being North $10^{\circ} 26'$ East 240.7 feet from the last named beginning of said curve in said road; thence South $65^{\circ} 15'$ East along said railway right of way a distance of 86.2 feet to an iron on the East line of the West half of said Butler claim; thence South $0^{\circ} 26'$ West along the said East line of the West half of said Butler claim, a distance of 1250.10 feet to the place of beginning.

PARCEL II: The South 650 feet of the following: Part of the East half of the Isaac Butler D.L.C. No. 48, beginning at an iron pin 20 feet North and $16\frac{1}{2}$ feet East of the Southwest corner of the East half of said claim and running North parallel to the division line between the East and West halves of said claim as laid out in 1890 by John Hall, County Surveyor in official survey No. 1008, 18.55 chains to the South line of the right of way of the Oregon Electric Railway Co., thence South $65\frac{1}{2}^{\circ} 20'$ East 7.155 chains; thence South $0^{\circ} 4'$ West 15.557 chains to an iron pin 20 feet North of the South line of said claim; thence South $89^{\circ} 55'$ West 6.443 chains to the place of beginning.

4. The following described real property situated in Washington County, Oregon:

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A 40 foot in width strip of land situated in the Isaac Butler D.L.C. No. 48 and Section 35, T 1 N, R. 2 W, W.M., Washington Co., Ore., said strip being a portion of Washington Co. Rd. No. 763, and said strip being 20 feet on either side of a centerline more particularly described as follows: Beginning at an iron pipe on the south line of said Butler D.L.C. No. 48, said iron pipe being the southeast corner of the West half and the southwest corner of the east half of said Butler D.L.C. and said iron pipe also being the south terminus of Co. Rd., No. 763 as referred to in the field notes of the survey of said road by C. G. Reiter as Washington County Surveyor; thence, from said beginning North 1227 feet along the division line marking the east and west halves of said Butler D.L.C. to road angle number 5; thence N 52° 37' W 92.6 feet to road angle number 4; thence N 23° 34' E 39.6 feet to the centerline of the right of way of the Oregon Electric Railway.

5. The following described real property situated in Washington County, Oregon:

Lot 6 and 7, Block 4, City of Beaverton.

6. The following described real property situated in Washington County, Oregon:

A parcel of land in Section 1, T. 1 N., R. 3 W., W.M., Washington County, Oregon, said parcel also being a portion of Lots 1 and 2 of Paine Tract, a duly recorded plat of Washington County, Oregon, on file in the office of the Recorder of Conveyances for said county, said parcel being more particularly described as follows: Beginning at the intersection of the north line of North Avenue and the west line of First Avenue (also known as Glencoe and Shady Brook Road) as shown on the aforesaid plat of Paine Tract; THENCE, N 77° 08' W, tracing the north line of aforesaid North Avenue, a distance of 275 feet; THENCE, N 12° 35' E, parallel to the centerline of Second Street of said plat; a distance of 179.81 feet; THENCE, S 77° 08' E, parallel to the north line of said North Avenue, a distance of 319.39 feet to the West line of First Street, aforesaid; THENCE, S 26° 28' W, tracing the west line of said First Street, a distance of 185 feet to the place of beginning. Contains 1.23 acres.

PART VII

Yamhill County, Oregon

1. The following described real property situated in Yamhill County, Oregon:

Being a portion of that certain 56.25-acre tract in the Andrew D. and Polly Smith D.L.C. No. 48, in Section 19, Township 4 South, Range 3 West of the Willamette meridian, Yamhill County, Oregon, as more particularly described on page 303, Vol. 176, Records of Deeds of Yamhill County, said portion being more particularly described as follows:

Beginning at the southeast corner of that certain 0.65-acre tract of land conveyed to Portland General Electric Company by deed recorded in Volume 112, page 497, Deed Records of Yamhill County, Oregon; running thence south tracing the west boundary line of the Lafayette Highway No. 154 for a distance of 200 feet; thence west for a distance of 460.97 feet to a point in the southeasterly boundary line of the Dayton-McMinnville Highway No. 152, said point being 30 feet distant, when measured at right angle to the center line of the present pavement; thence tracing said southeasterly boundary line northeasterly for a distance of 289.37 feet to the southwest corner of that certain tract of land conveyed to Portland General Electric Company; thence tracing the south line of that certain tract of land conveyed to Portland General Electric Company, east for a distance of 251.8 feet to the point of beginning and containing 1.64 acre.

2. The following described real property situated in Yamhill County, Oregon:

Beginning on the South line of First Street in the City of Newberg in Yamhill County, Oregon, at a point 10 feet East and 10 feet South of the Northwest corner of Block 1 in the Original Town of Newberg, Yamhill County, Oregon; thence South 110 feet; thence East 43 feet; thence North 110 feet to the South line of First Street; thence West 43 feet to the place of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Portland General Electric Co.
this 4 day of May A.D. 1956 at 11:09 o'clock A M., and
duly recorded in Vol. M-66, of Mortgages on Page 4593

Fee \$67.50

DOROTHY ROGERS, County Clerk

By J. M. Keane

125487
June 8, 1960