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6347

PACIFIC POWER & LIGHT COMPANY
OPTION FOR ELECTRIC POWER LINE RIGHT OF WAY

IN CONSIDERATION of the payment of the sum of \$100.00, receipt of which is hereby acknowledged, the undersigned hereinafter referred to as "Owners" hereby grant to Pacific Power & Light Company, its successors and assigns, for a period of 365 days, the right to purchase for a total sum of \$1900.00 an easement for a right of way for electrical transmission and distribution lines and appurtenances, upon, over and across a strip of land 100 & 50 feet in width on the following described property in Klamath County, State of Oregon, to wit:

a portion of Sections 30 and 31, Township 40 South, Range 13 East, W. M.

a portion of Sections 17 and 20, Township 41 South, Range 13 East, W. M.

(the 50 foot wide R/W to be in Section 20, T 41 S, R 13 E; all other to be 100 feet wide and substantially parallel to PGE - EPA transmission line R/W)
Said strip of land to be 50 & 25 feet in width on each side ~~xxxxxxxxxxxxxxxx~~
~~xxxxxxxxxxxxxxxx~~ of a line at or near the general location as shown outlined in red on the attached sketch map marked Exhibit B attached hereto and made a part hereof.

At any time within said option period Power Company may enter upon said property to clear said strip and to construct said power lines. In the event Power Company shall fail to exercise said option within said option period, Power Company shall promptly remove all personal property placed by it or its agents on said land, and shall compensate Owners for any damage caused by Power Company, or its agents, to any property or crops (growing or to be grown) on said real property, arising out of the construction, reconstruction, operation or maintenance of said power lines.

This option shall be deemed duly exercised if Power Company shall within said option period notify Owners of Power Company's election to exercise this option and thereupon Owners shall and hereby agree to execute, acknowledge and deliver to Power Company a good and sufficient easement instrument in the form or shown in Exhibit A, attached hereto and made a part hereof, conveying to Power Company the easement and right of way above described, and Power Company shall at that time pay to Owners said purchase price, less said amount theretofore paid for this option.

If this option shall not be exercised within said option period, then all of the Power Company's rights hereunder shall terminate, except as hereinafter provided.

Executed this 14th day of June, 1966.

PACIFIC POWER & LIGHT COMPANY

By Richard A. Stain
Right of Way Agent

Loyal H. Loveness

Mildred H. Loveness

Vinton H. Loveness

Fern L. Loveness

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 14th day of June, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Loyal H. Loveness and Mildred H. Loveness and Vinton H. Loveness and Fern L. Loveness

known to me to be the identical individual 3 described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Richard A. Stain
Notary Public for Oregon.
My Commission expires November 12, 1969

FORM NO. 23 — ACKNOWLEDGMENT
OFFICIAL MODEL AND FORM FOR NOTARIAL USE

© 1999 Blackwell Science Ltd, *Journal of Internal Medicine* 245: 103–110

6348

For value received the undersigned Grantor do hereby grant to PACIFIC POWER & LIGHT COMPANY, a corporation, the Grantee, its successors and assigns, an easement or right of way as set forth in which are shown on the attached map marked "EXHIBIT A", for an electric transmission and distribution line of one or more wires and all necessary or desirable appurtenments, including telephone and telegraph wires, towers, poles, or pits, guys and other supports and the right to place all or any part of such lines on underground conduits and the right to clear and cut away all trees within said right of way and also such trees outside of said right of way which might encumber or hinder transmission lines, at or near the location and along the general course here located and staked out by the Grantee over, across and upon the following described real property in _____ County, State of _____, to-wit:

Together with the right of ingress and egress over the adjacent lands of the Grantor for the purpose of constructing, reconstructing, stringing new wire on, maintaining and repairing such lines and appurtenances, and exercising other rights hereby granted.

11. The Contractor shall pay to the Owner reasonable compensation for any damage caused by Contractor, or its servants, to any property or person (including or to be present) on the site or adjacent land, property, including out of the construction, reconstruction, reconstruction, reconstruction or reconstruction of any transmission and distribution line.

At no time shall any building or anything thereable be erected or placed within the easement, or any right of way, nor shall any equipment or material of any kind or nature that would be likely to be placed or used thereon by Grantor or any person, firm or company.

GRANTOR, to the following limitations said right of way may be used by the
Grantor for roads, and other uses, or any purposes not inconsistent with said
agreement.

All such studies hereunder shall cease if and when such line shall have been abandoned.

State of _____)
County of _____)

(SEAL)

(SEAL)

REPORT OF _____)
County of _____)

(WITNESSES)

[illegible]

~~CONFIDENTIAL~~

My commission expires: _____

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Opinion.

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North River Lumber Co. 2/1/01

EXHIBIT B

Rev. G. ...

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EXHIBIT "B"

6351

EXHIBIT "B"

Return to

"P.O. Box 728" Klamath Falls, Oregon

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record: Oregon Title Ins. Co.-----

this 21st day of June 1966 at 2:55 P.M., an

duly recorded in Vol. H-66 Deeds 6347

County Clerk

Fee 37.50

By

Adrian Avera

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That First Federal Savings and Loan Association of Klamath Falls, Oregon, a Corporation, duly incorporated, organized and existing under and by virtue of the laws of the United States of America with its principal office at Klamath Falls, Oregon, owner and holder of the Mortgage and the obligation hereinafter described, does hereby certify and declare that a certain Mortgage, bearing the date the 20th day of May 19 59, made and executed by James H. Noel and Joanne Noel, the mortgagor therein, to First Federal Savings and Loan Association of Klamath Falls, Oregon, the mortgagee therein and recorded in the office of the County Clerk of the County of Klamath, State of Oregon, in Klamath Falls book 190 of Mortgages on Page 161 on the 26th day of May 19 59.

together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Klamath Falls, Oregon, mortgagee, has caused its lawful corporate seal to be hereunto affixed and its name to be hereunto subscribed by the hands of its President and Secretary this 20th day of June 19 66 at Klamath Falls, Oregon.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF KLAMATH FALLS, OREGON.

By James H. Noel President
By James D. Bocchi Secretary

STATE OF OREGON) ss.
County of Klamath)

On this 20th day of June, 19 66, before me appeared Van S. Mollison and James D. Bocchi, both to me personally known, who being duly sworn did say that he, the said Van S. Mollison is the President, and he, the said James D. Bocchi is the Secretary of First Federal Savings and Loan Association of Klamath Falls, Oregon, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Van S. Mollison and James D. Bocchi acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Alger M. Alden
Notary Public for Oregon
My commission expires 11-12-66

STATE OF OREGON) ss.
County of Klamath)

I certify that the within instrument was received for record on the 21st day of June 19 66, at 2:56 o'clock P. M., and recorded in book M-66, on page 632, Record of Mortgages for said County.

Witness my hand and seal of County affixed Dorothy Rogers
County Clerk-Recorder

Fee \$1.50 pd.

By Lillian Lane
Deputy

11812

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That First Federal Savings and Loan Association of Klamath Falls, Oregon, a Corporation, duly incorporated, organized and existing under and by virtue of the laws of the United States of America with its principal office at Klamath Falls, Oregon, owner and holder of the Mortgage and the obligation hereinafter described, does hereby certify and declare that a certain Mortgage, bearing the date the 10th day of March 19 61, made and executed by Joseph R. Dalton and Frances M. Dalton, the mortgagor therein, to First Federal Savings and Loan Association of Klamath Falls, Oregon, the mortgagee therein and recorded in the office of the County Clerk of the County of Klamath, State of Oregon, in Klamath Falls book 200 of Mortgages on Page 594 on the 13th day of March 1961.

together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, First Federal Savings and Loan Association of Klamath Falls, Oregon, mortgagee, has caused its lawful corporate seal to be hereunto affixed and its name to be hereunto subscribed by the hands of its President and Secretary this 20th day of June 19 66 at Klamath Falls, Oregon.

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
OF KLAMATH FALLS, OREGON

By

Van S. Mollison
President

By

James D. Bocchi
Secretary

STATE OF OREGON) ss.
County of Klamath)

On this 20th day of June, 19 66, before me appeared Van S. Mollison and James D. Bocchi, both to me personally known, who being duly sworn did say that he, the said Van S. Mollison is the President, and he, the said James D. Bocchi is the Secretary of First Federal Savings and Loan Association of Klamath Falls, Oregon, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Van S. Mollison and James D. Bocchi acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Allyn M. Wallace
Notary Public for Oregon

My commission expires 11-18-66

STATE OF OREGON) ss.
County of Klamath)

I certify that the within instrument was received for record on the 21st day of June, 1966, at 2:57 o'clock P. M., and recorded in book M-66, on page 6353, Record of Mortgages for said County.

Witness my hand and seal of County affixed Dorothy Rogers
County Clerk-Recorder

\$1.50 pd.

By

James D. Bocchi
Deputy

J. J. S. L.

6354

✓ 11 M-66

WITNESSETH:

Lot 1 of LAKEWOOD HEIGHTS, a platted portion of Klamath County, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon

3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, royalties and profits of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement, grantor shall have the right to collect all rents, issues, royalties and profits earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time and from time to time, either in person, by agent or by attorney, enter upon and take possession of the property and the proceeds thereof, and may be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, and in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in each order as the beneficiary may determine.

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a \$5.00 service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default. Immediately upon delivery of said notice of default and election to sell, duly filed for record, upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. After default and any time prior to five days before the date set by the Trustee for the Trustee's sale, the grantor or other person so privileged may pay the entire amount then due under this trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees in enforcing the terms of the obligation) other than such portion of the principal as would not then be due had no default occurred and thereby cure the default.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by him in said notice of sale, either as a whole or in separate parcels, and in such order as he may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor and the beneficiary, may purchase at the sale.

9. When the Trustee sells pursuant to the powers provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To the expenses of the sale including the compensation of the trustee, and a reasonable charge by the attorney. (2) To the obligation secured by the trust deed. (3) To all persons having recorded liens subsequent to the order of their priority. (4) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to any trustee named herein, or to any successor trustee appointed hereunder. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the county clerk or recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which the grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Robert Schmidt (SEAL)
Estelline B. Schmidt (SEAL)

STATE OF OREGON } ss.
County of Klamath }

THIS IS TO CERTIFY that on this 14th day of June, 1966, before me, the undersigned Notary Public in and for said county and state, personally appeared the within named **W. Bert Schmidt and Estelline B. Schmidt, husband and wife** to me personally known to be the identical individuals named in and who executed the foregoing instrument and who declared to me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

Celcy M. Saline
Notary Public for Oregon
My commission expires 11-15-66

SEAL

Loan No. 7570	STATE OF OREGON } ss. County of Klamath }
TRUST DEED	I certify that the within instrument was received for record on the 21st day of June, 1966, at 2:53 o'clock P. M. and recorded in book M-66 on page 6354 Record of Mortgages of said County.
W. Bert Schmidt Estelline B. Schmidt Grantor	(DON'T USE THIS SPACE! RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)
TO FIRST FEDERAL SAVINGS & LOAN ASSOCIATION Beneficiary	Witness my hand and seal of County affixed. Dorothy Rogers County Clerk
After Recording Return To: FIRST FEDERAL SAVINGS 540 Main St. Klamath Falls, Oregon	By <i>L. J. ...</i> Deputy
\$3.00 pd.	

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: William Ganong, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

First Federal Savings and Loan Association, Beneficiary

DATED: _____ 19 ____

By _____