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CALIFORNIA-PACIFIC UTILITIES COMPANY to

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

and

M. J. BARRETT

Trustees

# Twenty-Fifth Supplemental Indenture

Dated as of March 1, 1977.

Supplementing and Modifying First Mortgage Indenture Dated as of July 1, 1944

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### THIS IS A SECURITY AGREEMENT AND A CHATTEL MORTGAGE AS WELL AS A MORTGAGE UPON REAL ESTATE AND OTHER PROPERTY.

THIS TWENTY-FIFTH SUPPLEMENTAL INDENTURE, dated for convenience as of March 1, 1977, although executed and delivered at a different date, between California-Pacific Utilities Company (formerly known as Southern Oregon Gas Corporation, successor by statutory merger to Needles Gas and Electric Company, a California corporation, Weaverville Electric Company, a California corporation, California Utilities Company, a California corporation, and Southern Utah Power Company, a Utah corporation), a corporation duly organized and existing under and by virtue of the laws. of the State of California (hereinafter called the "Company"), party of the first part, and Bank of America National Trust and Savings Association, a national banking association duly organized and existing under and by virtue of the laws of the United States (hereinafter called the "Trustee" or the "Corporate Trustee"), and M. J. Barrett, of Santa Clara County, California (hereinafter called "Co-Trustee" or "individual Trustee"-the Corporate Trustee and individual Trustee being hereinafter sometimes collectively called the "Trustees"), parties of the second part;

WHEREAS, the Company heretofore duly executed and delivered to Bank of America National Trust and Savings Association and William C. Koenig, as Trustees, its First Mortgage Indenture, dated as of July 1, 1944, covering all property then owned or thereafter acquired by the Company (other than certain property therein expressly excepted and excluded from the lien and operation thereof) for the purpose, among other things, of securing an authorized issue of bonds of the Company generally known as First Mortgage Bonds issuable thereunder in one or more series (said First Mortgage Indenture, dated as of July 1, 1944, being hereinafter called the "Original Indenture" and such bonds of the Company issued thereunder being hereinafter called the "Bonds");

WHEREAS, on May 1, 1970, William W. Bertram (successor to William C. Koenig as Co-Trustee under the Original Indenture), resigned, and the Company and Bank of America National Trust and Savings Association, Trustee, in accordance with the provisions

of Sect tion an under, a thereun

of Section 15.20 of the Original Indenture, accepted such resignation and appointed M. J. Barrett as successor Co-Trustee thereunder, and M. J. Barrett is now the qualified and acting Co-Trustee thereunder; and

WHEREAS, pursuant to and in conformity with the terms and conditions of the Original Indenture and with the consent of the holders of more than seventy-five percent (75%) of the principal amount of the Bonds then outstanding under the Original Indenture given by instruments in writing in a form approved by the Trustee and signed by such holders and filed with the Trustee, the Company and the Trustees heretofore executed a First Supplemental Indenture, dated as of June 15, 1946, a Second Supplemental Indenture, dated as of August 1, 1946, a Fourth Supplemental Indenture, dated as of May 1, 1950, and a Twenty-Second Supplemental Indenture dated as of January 1, 1975, supplementing and modifying the Original Indenture; and pursuant to and in conformity with the terms and conditions of the Original Indenture, the Company and the Trustees heretofore executed a Third Supplemental Indenture, dated as of July 1, 1948, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series C, 31/2%, due July 1, 1978", a Fifth Supplemental Indenture, dated as of July 1, 1950, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series D, 31/4%, due July 1, 1980", a Sixth Supplemental Indenture dated as of March 1, 1954, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series E, 4%, due January 1, 1984", a Seventh Supplemental Indenture, dated as of April 1, 1956, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series F, 35%%, due April 1, 1986", an Eighth Supplemental Indenture, dated as of May 1, 1958, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series G, 4%, due May 1, 1986", a Ninth Supplemental Indenture, also dated as of May 1, 1958, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series H, 434%, due May 1, 1986", a Tenth Supplemental Indenture, dated as of May

1, 1961, prescribing the form or forms of a new se of the Company to be designated "First Mortgage B 5%, due May 1, 1991". an Eleventh Supplemental Ind as of September 1, 1962, prescribing the form or fo series of Bonds of the Company to be designated "H Bonds, Series J, 47/8%, due September 1, 1992", a Ty mental Indenture, dated as of April 1, 1964, prescri or forms of a new series of Bonds of the Company to "First Mortgage Bonds, Series K, 4.65%, due Apr Thirteenth Supplemental Indenture, dated as of March scribing the form or forms of a new series of Bonds of to be designated "First Mortgage Bonds, Series I March 1, 1996", a Fourteenth Supplemental Indentur March 1, 1967, prescribing the form or forms of a Bonds of the Company to be designated "First Mon Series M, 63/8%, due March 1, 1997", a Fifteenth Sup denture, dated as of November 1, 1967, prescribing the f of a new series of Bonds of the Company to be desig Mortgage Bonds, Series N, 61/2%, due November 1, teenth Supplemental Indenture, dated as of March 1, 1 ing the form or forms of a new series of Bonds of the be designated "First Mortgage Bonds, Series O, 71/2%, 1999", a Seventeenth Supplemental Indenture, dated 1970, prescribing the form or forms of a new series of Company to be designated "First Mortgage Bonds, Ser due June 1, 2000", an Eighteenth Supplemental Indent of January 1, 1971, prescribing the form or forms of of Bonds of the Company to be designated "First Mor Series Q, 61/8%, due December 31, 1985", a Nineteenth S Indenture, dated as of September 1, 1971, prescribing forms of a new series of Bonds of the Company to b "First Mortgage Bonds, Series R, 83/1%, due Septem a Twentieth Supplemental Indenture, dated as of April scribing the form or forms of a new series of Bonds of t to be designated "First Mortgage Bonds, Series S, 8%, 2002", a Twenty-First Supplemental Indenture, dated a 1973, prescribing the form or forms of a new series of 1 Company to be designated "First Mortgage Bonds, Seri

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1, 1961, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series I, 5%, due May 1, 1991", an Eleventh Supplemental Indenture, dated as of September 1, 1962, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series J, 47/8%, due September 1, 1992", a Twelfth Supplemental Indenture, dated as of April 1, 1964, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series K, 4.65%, due April 1, 1994", a Thirteenth Supplemental Indenture, dated as of March 1, 1966, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series L, 5.15%, due March 1, 1996", a Fourteenth Supplemental Indenture, dated as of March 1, 1967, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series M, 63%%, due March 1, 1997", a Fifteenth Supplemental Indenture, dated as of November 1, 1967, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series N, 61/2%, due November 1, 1997", a Sixteenth Supplemental Indenture, dated as of March 1, 1969, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series O, 71/2%, due March 1, 1999", a Seventcenth Supplemental Indenture, dated as of June 1, 1970, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series P, 93/1%, due June 1, 2000", an Eighteenth Supplemental Indenture, dated as of January 1, 1971, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series Q, 61/8%, due December 31, 1985", a Nineteenth Supplemental Indenture, dated as of September 1, 1971, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series R, 83/4%, due September 1, 1995", a Twentieth Supplemental Indenture, dated as of April 1, 1972, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series S, 8%, due April 1, 2002", a Twenty-First Supplemental Indenture, dated as of April 1,

1973, prescribing the form or forms of a new series of Bonds of the

Company to be designated "First Mortgage Bonds, Series T, 7.95%,

due April 1, 2003", a Twenty-Third Supplemental Indenture, dated as of March 1, 1976, prescribing the form or forms of three new series of Bonds of the Company to be designated "First Mortgage Bonds, Series U, 4.85%, due April 1, 1989", "First Mortgage Bonds, Series V, 734%, due March 1, 1994" and "First Mortgage Bonds, Series W, 978%, due January 1, 1996", and a Twenty-Fourth Supplemental Indenture, dated as of August 1, 1976, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series X, 95%%, due August 1, 1996" (which Original Indenture, as supplemented and modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth, Fifteenth, Sixteenth, Seventeenth, Eighteenth, Nineteenth, Twentieth, Twenty-First, Twenty-Second, Twenty-Third and Twenty-Fourth Supplemental Indentures, is hereinafter called the "Mortgage"); and

WHEREAS, there are now issued and outstanding under the Original Indenture \$42,643,240 principal amount of First Mortgage Bonds of the Company, consisting of \$750,000 Series C Bonds, 31/2%, due July 1, 1978, \$975,000 Series D Bonds, 31/4%, due July 1, 1980, \$2,000,000 Series E Bonds, 4%, due January 1, 1984, \$1,500,000 Series F Bonds, 35%%, due April 1, 1986, \$1,128,000 Series G Bonds, 4%, due May 1, 1986, \$1,305,000 Series II Bonds, 434%, due May 1, 1986, \$2,000,000 Series I Bonds, 5%, due May 1, 1991, \$2,000,000 Series J Bonds, 47/8%, due September 1, 1992, \$2,000,000 Series K Bonds, 4.65%, due April 1, 1994, \$3,000,000 Series L Bonds, 5.15%, due March 1, 1996, \$3,000,000 Series M Bonds, 63%%, due March 1, 1997, \$3,000,000 Series N Bonds, 61/2%, due November 1, 1997, \$1,500,000 Series O Bonds, 71/2%, due March 1, 1999, \$3,000,000 Series P Bonds, 934%, due June 1, 2000, \$610.240 Series Q Bonds, 61/8%, due December 31, 1985, \$3,000,000 Series R Bonds, 83/4%, due September 1, 1995, \$3,000,000 Series S Bonds, 8%, due April 1, 2002, \$3,000,000 Series T Bonds, 7.95%, due April 1, 2003, \$650,000 Series U Bonds, 4.85%, due April 1, 1989, \$1,275,000 Series V Bonds, 73/4%, due March 1, 1994, \$950,000 Series W Bonds, 97%%, due January 1, 1996, and \$3,000,000 Series X Bonds, 95%%, due August 1, 1996; and

WHEREAS, pursuant to, and in conformity with, the conditions of the Original Indenture the holders of more t five percent (75%) of the principal amount of the Bon ing under the Original Indenture have consented, by an or instruments in writing in a form approved by the T signed by such holders and filed with the Trustee, to t tions and alterations of the Original Indenture hereinaf and have authorized the execution of this Twenty-Fifth tal Indenture by the Trustees; and

WHEREAS, all acts and proceedings required by law Articles of Incorporation and By-Laws of the Compan all actions requisite on the part of the stockholders, di officers necessary to constitute this Twenty-Fifth Suppl denture a valid, binding and legal instrument for the sec Bonds in accordance with their, and its, terms, have bee performed; and the execution and delivery of this Twenty plemental Indenture has been duly authorized by all re ernmental authorities having jurisdiction in the premise other respects;

Now, Therefore, This Twenty-Fifth Supplementat Witnesseth:

That the Original Indenture is hereby modified by the provisions which shall control any provision of the Originature in conflict herewith, and shall be binding upon the the Trustees, and the holders of all bonds, issued under the Indenture:

#### ARTICLE I

Subparagraph (2) of Section 1.01(cc) of the Indentun amended to add at the end thereof the following:

"provided, however, that for the purposes of this sul (2), there shall be excluded from total operating r much of the Company's total operating revenues a utable to rate increases granted to the Company to January 1, 1974 to offset increases in its cost of electric power and its cost of natural gas;"

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WHEREAS, pursuant to, and in conformity with, the terms and conditions of the Original Indenture the holders of more than seventyfive percent (75%) of the principal amount of the Bonds outstanding under the Original Indenture have consented, by an instrument or instruments in writing in a form approved by the Trustees and signed by such holders and filed with the Trustee, to the modifications and alterations of the Original Indenture hereinafter specified and have authorized the execution of this Twenty-Fifth Supplemental Indenture by the Trustees; and

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40 R WHEREAS, all acts and proceedings required by law and by the Articles of Incorporation and By-Laws of the Company, including all actions requisite on the part of the stockholders, directors and officers necessary to constitute this Twenty-Fifth Supplemental Indenture a valid, binding and legal instrument for the security of the Bonds in accordance with their, and its, terms, have been done and performed; and the execution and delivery of this Twenty-Fifth Supplemental Indenture has been duly authorized by all requisite governmental authorities having jurisdiction in the premises and in all other respects;

Now, Therefore, This Twenty-Fifth Supplemental Indenture Witnesseth:

That the Original Indenture is hereby modified by the following provisions which shall control any provision of the Original Indenture in conflict herewith, and shall be binding upon the Company, the Trustees, and the holders of all bonds, issued under the Original Indenture:

### ARTICLE I

Subparagraph (2) of Section 1.01(cc) of the Indenture is hereby amended to add at the end thereof the following:

"provided, however, that for the purposes of this subparagraph (2), there shall be excluded from total operating revenues so much of the Company's total operating revenues as is attributable to rate increases granted to the Company subsequent to January 1, 1974 to offset increases in its cost of purchased electric power and its cost of natural gas;"

Clause B of Section 5.12 of the Indenture is hereby amended to replace the period at the end of subparagraph (5) with "; and" and to add a new subparagraph (6) to read in full as follows:

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"(6) Twelve and one-half percent (12½%) of so much of the Company's gross operating revenues from mortgaged property subsequent to January 1, 1974 as is attributable to rate increases granted to the Company subsequent to January 1, 1974 to offset increases in its cost of purchased electric power and its cost of natural gas, less the amount of the credit provided by this Clause (6) which has been taken by the Company in connection with a Maintenance and Replacement Fund certificate previously delivered to the Trustees."

Paragraph (4) of sub-Clause I of Clause B of Section 5.12 of the Indenture is hereby amended to replace the words "Clauses (2) to (5)" with the words "Clauses (2) to (6)".

#### ARTICLE II

This instrument is executed and shall be construed as an indenture supplemental to the Original Indenture and shall form a part thereof and, except as modified and altered by the First Supplemental Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Twenty-Second Supplemental Indenture and by this Twenty-Fifth Supplemental Indenture, the Original Indenture is hereby confirmed.

All terms used in this Twenty-Fifth Supplemental Indenture shall be taken to have the same meaning as in the Original Indenture, except terms which may be otherwise expressly defined herein and in cases where the context clearly indicates otherwise.

In order to facilitate the filing of this Twenty-Fifth Supplemental Indenture, the same may be executed in several counterparts, each of which shall be deemed to be an original, and such counterparts together shall be deemed to be one and the same instrument.

## ARTICLE III

Nothing herein contained shall be deemed or con thorize or permit any hindrance or delay in the ex right or rights conferred upon or reserved to the Tr Company, or to the Bondholders under any provision gage or of the Bonds issued thereunder which would with the Trust Indenture Act of 1939 as now in efft the extent any provision of this Twenty-Fifth Suppler ture limits, qualifies or conflicts with any provision of required to be included therein by any of Sections 3 clusive, of the Trust Indenture Act of 1939, such requi shall control.

#### ARTICLE IV

All recitals herein, except the recitals with respect with the Trustee of written consents of the Bondholder cution of the First Supplemental Indenture, the Sec mental Indenture, the Fourth Supplemental Indenture, Second Supplemental Indenture and this Twenty-Fifth S Indenture, are made by the Company only and not by and none of the provisions hereof shall be construed as modify any of the rights, immunities or obligations of without their written assent thereto.

### ARTICLE V

Although this Twenty-Fifth Supplemental Indent for convenience and for the purpose of reference as 1977, the actual date or dates of execution by the Com the Trustees are as indicated by their respective ackno hereto attached.

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# 7 ARTICLE III

Nothing herein contained shall be deemed or construed to authorize or permit any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trustees, to the Company, or to the Bondholders under any provision of the Mortgage or of the Bonds issued thereunder which would be in conflict with the Trust Indenture Act of 1939 as now in effect. If and to the extent any provision of this Twenty-Fifth Supplemental Indenture limits, qualifies or conflicts with any provision of the Mortgage required to be included therein by any of Sections 310 to 317, inclusive, of the Trust Indenture Act of 1939, such required provision shall control.

### ARTICLE IV

All recitals herein, except the recitals with respect to the filing with the Trustee of written consents of the Bondholders to the execution of the First Supplemental Indenture, the Second Supplemental Indenture, the Fourth Supplemental Indenture, the Twenty-Second Supplemental Indenture and this Twenty-Fifth Supplemental Indenture, are made by the Company only and not by the Trustees and none of the provisions hereof shall be construed as to change or modify any of the rights, immunities or obligations of the Trustees without their written assent thereto.

#### ARTICLE V

Although this Twenty-Fifth Supplemental Indenture is dated for convenience and for the purpose of reference as of March 1, 1977, the actual date or dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto attached.

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IN WITNESS WHEREOF, California-Pacific Utilities Company has caused this Twenty-Fifth Supplemental Indenture to be signed in its corporate name, by its President or Vice President, and its corporate seal to be hereunto affixed, and attested by its Secretary or an Assistant Secretary, and Bank of America National Trust and Savings Association, in token of its acceptance of the trusts hereby created, has caused this Indenture to be signed in its corporate name by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary or an Assistant Secretary, and M. J. Barrett, in token of his acceptance of the trusts herein created has hereunto set his hand and seal, all as of the day and year first hereinabove written.

CALIFORNIA-PACIFIC UTILITIES COMPANY By Bradley Bunnin

Financial Vice President and General Counsel

(Corporate Seal)

Hamilton Roger

Secretary

BANK OF ALINE N

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

Corporate Seal) & BOXERBAUM M. J. Barrett

Jr.

STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

On this 18<sup>th</sup> day of March, in the year 1977, before <u>backhase</u> C. Conself a Notary Public in and for said St fornia, residing therein, duly commissioned and sworn appeared Bradley Bunnin, known to me to be the Fin President and General Counsel of California-Pacific Ut pany, one of the corporations that executed the within and Hamilton Rogers Jr., known to me to be the Secret corporation, and known to me to be the persons who e within instrument on behalf of said corporation, and ac to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my affixed my official seal at my office in said City and Cou Francisco, the day and year in this certificate first above

Notary Public in and for the State of Cali

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My Commission expires Septem

(Notarial Seal)

JOSEPHINE C. GIRARD NOTANY PUBLIC. CALIFOINIA CITY ANT. COUNTY OF. SAN FRANCISCO My Commission Expires Sept. 28, 1080

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STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

On this 18<sup>th</sup> day of March, in the year 1977, before me, \_\_\_\_\_\_ Completing C. Count a Notary Public in and for said State of California, residing therein, duly commissioned and sworn, personally appeared Bradley Bunnin, known to me to be the Financial Vice President and General Counsel of California-Pacific Utilities Company, one of the corporations that executed the within instrument, and Hamilton Rogers Jr., known to me to be the Secretary of said corporation, and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

Notary Public in and for the State of California

My Commission expires September 28, 1980

(Notarial Seal)

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JOSEPHINE C. GIRARD NOTARY PUBLIC, CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO My Commission Expires Sept. 18, 1930



# STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

On this here daylof March, in the year 1977, before me, \_\_\_\_\_\_\_ Control of the second 
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IN WITNESS WHEREOF, I have hercunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

EDMOND LEE KELLY NOTARY FULL UPDANIA CITY AND COMPTY-OF SAN FRANCISCO My Commission Expires Jan. 22, 1980

(Notarial Seal)

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Notary Public in and for the State of California My Commission expires 1 83 80

STATE OF CALIFORNIA 88 CITY AND COUNTY OF SAN FRANCISCO

On this day of March, in the year 1977, before day of March, in the year 1977, before of California, residing therein, duly commissioned and sonally appeared M. J. Barrett, known to me to be whose name is subscribed to the within instrument, ar edged to me that he executed the same.

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IN WITNESS WHEREOF, I have hereunto subscribed my affixed my official seal at my office in said City and Cou Francisco, the day and year in this certificate first abo

EDMOND LEE KELLY NOTARY PURCES CALIFORNIA OTY AND CODUCY OF SATE FRANCISCO My Commission Expires Jao, 22, 1980 (Notarial Seal)

Notary Public in and for the State of Cal My Commission expires .....

State of Oregon, County of Klamath SS, I hereby certify that the within instrument was received and filed for record on the 8th

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day of <u>APRIL</u>, <u>19.77</u>, at <u>10;54</u> o'clock <u>A</u> M. and recorded on Page <u>5871</u> in Book <u>M 77</u> Records of <u>MORTGAGES</u> of said County.

WM. D. MILNE, County Clerk taz-Deputy \$ 36.00



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STATE OF CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO

On this the day of March, in the year 1977, before me, \_\_\_\_\_\_ of California, residing therein, duly commissioned and sworn, personally appeared M. J. Barrett, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at my office in said City and County of San Francisco, the day and year in this certificate first above written.

EDMOND LEE KELLY NOTATY PUBLIC CALIFORNIA CITY AND COUNTY OF SAN FRANCISCO My Commission Expires Jun. 22, 1980

S. C. March

PI Notary Public in and for the State of California 

(Notarial Seal)

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State of Oregon, County of Klamath } ss, I hereby certify that the within instrument was received and filed for record on the 8th day of \_\_\_\_\_\_, 19.77\_\_\_, at \_\_10;54\_\_\_\_ o'clock \_\_\_\_\_ M, and recorded on Page \_\_\_\_\_ 5871 in Book \_\_\_\_\_ Records of \_\_\_\_\_ MORT GAGES of said County.

WM. D. MILNE, County Clerk By Las el has beputy \$ 36.00

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