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Vol. 77 Page 5871

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CALIFORNIA-PACIFIC UTILITIES COMPANY  
to  
BANK OF AMERICA  
NATIONAL TRUST AND SAVINGS ASSOCIATION  
and  
M. J. BARRETT  
*Trustees*

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**Twenty-Fifth Supplemental  
Indenture**

*Dated as of March 1, 1977.*

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

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



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



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, 3½%, 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, 3¼%, 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, 3½%, 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, 4¼%, due May 1, 1986", a Tenth Supplemental Indenture, dated as of May

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, 4 $\frac{7}{8}$ %, 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, 1993", 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, 6 $\frac{1}{2}$ %, 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, 6 $\frac{3}{4}$ %, 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, 6 $\frac{1}{2}$ %, due November 1, 1998", 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, 7 $\frac{1}{2}$ %, due March 1, 1999", a Seventeenth Supplemental Indenture, dated as of January 1, 1970, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series P, 8 $\frac{1}{4}$ %, 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, 6 $\frac{1}{8}$ %, 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, 8 $\frac{3}{4}$ %, due September 1, 2001", 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 $\frac{1}{2}$ %, due April 1, 2002", a Twenty-First Supplemental Indenture, dated as of January 1, 1973, prescribing the form or forms of a new series of Bonds of the Company to be designated "First Mortgage Bonds, Series T, 8 $\frac{1}{2}$ %, due January 1, 2003".



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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,  $4\frac{7}{8}\%$ , 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,  $6\frac{3}{8}\%$ , 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,  $6\frac{1}{2}\%$ , 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,  $7\frac{1}{2}\%$ , due March 1, 1999", a Seventeenth 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,  $9\frac{3}{4}\%$ , 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,  $6\frac{1}{8}\%$ , 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,  $8\frac{3}{4}\%$ , 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, 7¼%, due March 1, 1994" and "First Mortgage Bonds, Series W, 9⅞%, 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, 9⅞%, 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, 3½%, due July 1, 1978, \$975,000 Series D Bonds, 3¼%, due July 1, 1980, \$2,000,000 Series E Bonds, 4%, due January 1, 1984, \$1,500,000 Series F Bonds, 3⅝%, due April 1, 1986, \$1,128,000 Series G Bonds, 4%, due May 1, 1986, \$1,305,000 Series H Bonds, 4¾%, due May 1, 1986, \$2,000,000 Series I Bonds, 5%, due May 1, 1991, \$2,000,000 Series J Bonds, 4⅞%, 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, 6⅞%, due March 1, 1997, \$3,000,000 Series N Bonds, 6½%, due November 1, 1997, \$1,500,000 Series O Bonds, 7½%, due March 1, 1999, \$3,000,000 Series P Bonds, 9¼%, due June 1, 2000, \$610,240 Series Q Bonds, 6⅛%, due December 31, 1985, \$3,000,000 Series R Bonds, 8¾%, 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, 7¼%, due March 1, 1994, \$950,000 Series W Bonds, 9⅞%, due January 1, 1996, and \$3,000,000 Series X Bonds, 9⅞%, due August 1, 1996; and

WHEREAS, pursuant to, and in conformity with, the conditions of the Original Indenture the holders of more than five percent (75%) of the principal amount of the Bonds outstanding under the Original Indenture have consented, by and through their attorneys, to the execution and delivery of the Twenty-Fifth Supplemental Indenture in the form or forms of instruments in writing in a form approved by the Trustee, and the holders of the Bonds have consented to the execution and delivery of the Twenty-Fifth Supplemental Indenture in the form or forms of instruments in writing in a form approved by the Trustee, and the holders of the Bonds have authorized the execution of this Twenty-Fifth Supplemental Indenture by the Trustees; and

WHEREAS, all acts and proceedings required by law, the Articles of Incorporation and By-Laws of the Company, and 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 execution of the Bonds in accordance with their, and its, terms, have been performed; and the execution and delivery of this Twenty-Fifth Supplemental Indenture has been duly authorized by all the necessary governmental authorities having jurisdiction in the premises in all other respects;

NOW, THEREFORE, THIS TWENTY-FIFTH SUPPLEMENTAL INDENTURE WITNESSETH:

That the Original Indenture is hereby modified by the 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 that portion of the Company's total operating revenues attributable to rate increases granted to the Company by the Public Service Commission of New Jersey from January 1, 1974 to offset increases in its cost of electric power and its cost of natural gas;"



WHEREAS, pursuant to, and in conformity with, the terms and conditions of the Original Indenture the holders of more than seventy-five 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

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:

"(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 construed to authorize or permit any hindrance or delay in the exercise of any right or rights conferred upon or reserved to the Trust Company, or to the Bondholders under any provision of the Trust Indenture Act of 1939 as now in effect, or to the extent any provision of this Twenty-Fifth Supplemental Indenture limits, qualifies or conflicts with any provision of the Trust Indenture Act of 1939, such requirements shall control.

#### ARTICLE IV

All recitals herein, except the recitals with respect 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 modifying any of the rights, immunities or obligations of the Company without their written assent thereto.

#### ARTICLE V

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



## 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

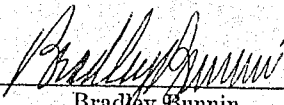
Although this Twenty-Fifth Supplemental Indenture is dated for convenience and for the purpose of reference as of March 1, 1977, the actual date or dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto attached.



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 <sup>Trust Officer</sup> 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

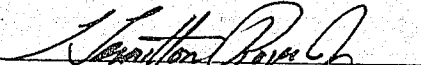
By



Bradley Bunnin  
Financial Vice President  
and General Counsel

(Corporate Seal)

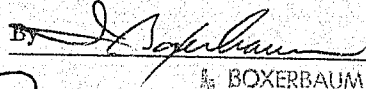
Attest:



Hamilton Rogers Jr.  
Secretary

## BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION

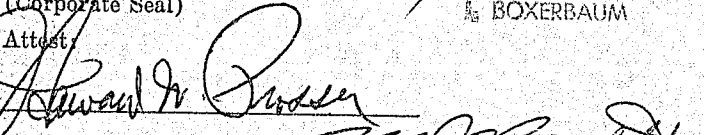
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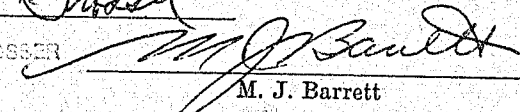
J. BOXERBAUM

(Corporate Seal)

Attest:



HOWARD W. PROSSER



M. J. Barrett

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

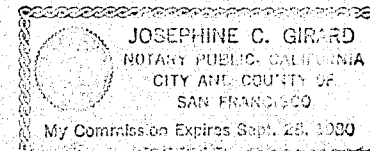
On this 18<sup>th</sup> day of March, in the year 1977, before Josephine C. Girard, a Notary Public in and for said State of California, residing therein, duly commissioned and sworn, appeared Bradley Bunnin, known to me to be the Financial Vice President and General Counsel of California-Pacific Utilities 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 advised me that such corporation 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.

Josephine C. Girard  
Notary Public  
in and for the State of California

My Commission expires September 28, 1980

(Notarial Seal)





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STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

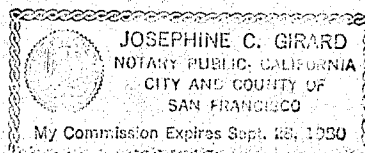
On this 18<sup>th</sup> day of March, in the year 1977, before me, .....  
*Josephine C. Girard* a Notary Public in and for said State of Cali-  
fornia, residing therein, duly commissioned and sworn, personally  
appeared Bradley Bunnin, known to me to be the Financial Vice  
President and General Counsel of California-Pacific Utilities Com-  
pany, 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.

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.

*Josephine C. Girard*  
Notary Public  
in and for the State of California

My Commission expires *September 28, 1980*

(Notarial Seal)



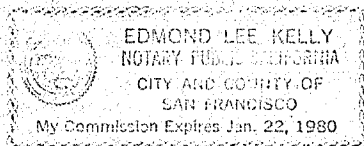
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STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 22 day of March, in the year 1977, before me, Edmond Lee Kelly, a Notary Public in and for said State of California, residing therein, duly commissioned and sworn, personally appeared J. BOXERBAUM, known to me to be a TELECOMMUNICATIONS of Bank of America National Trust and Savings Association, one of the corporations that executed the within instrument, and HOWARD W. FROSTEN, known to me to be a ASSISTANT 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.

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.



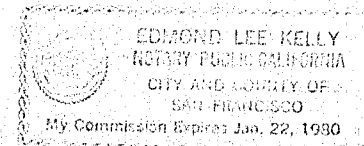
(Notarial Seal)

Edmond Lee Kelly  
Notary Public  
in and for the State of California  
My Commission expires 1/22/80

STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 22 day of March, in the year 1977, before Edmond Lee Kelly, a Notary Public in and for said State of California, residing therein, duly commissioned and sworn, personally appeared M. J. Barrett, known to me to be 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  
Notary Public  
in and for the State of California  
My Commission expires 1/22/80

(Notarial Seal)

State of Oregon, } ss.  
County of Klamath

I hereby certify that the within instrument was received and filed for record on the 8th day of APRIL, 1977, at 10:54 o'clock A. M. and recorded on Page 5871 in Book M 77 Records of MORTGAGES of said County.

WM. D. MILNE, County Clerk

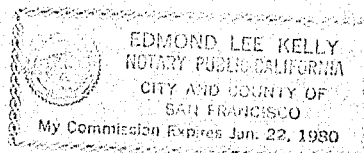
By Hazel Day Deputy  
Fee \$ 36.00



STATE OF CALIFORNIA  
CITY AND COUNTY OF SAN FRANCISCO } ss.

On this 22nd day of March, in the year 1977, before me, .....  
....., a Notary Public in and for the State  
of California, residing therein, duly commissioned and sworn, per-  
sonally appeared M. J. Barrett, known to me to be the person  
whose name is subscribed to the within instrument, and acknowl-  
edged 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  
Notary Public  
in and for the State of California

My Commission expires 1/22/80

(Notarial Seal)

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 APRIL, 1977, at 10:54  
o'clock A.M. and recorded on Page 5871  
in Book M 77 Records of MORTGAGES  
of said County.

WM. D. MILNE, County Clerk

By Hazel May Deputy  
Fee \$ 36.00