

After recording, return to: RETURN TO:
William L. Rodgers CSC NE ORKS
STOLL RIVES LLP P O BOX 591
900 SW Fifth Avenue WILMINGTON DE 19899-0591
Portland, OR 97204

THE CHASE MANHATTAN BANK
(A New York Corporation)
(Formerly Known As Chemical Bank)

*As Trustee under Pacific Power &
Light Company's Mortgage and
Deed of Trust, Dated as of
July 1, 1947*

TO
PACIFICORP
(An Oregon Corporation)

**Satisfaction and Discharge of Mortgage,
Release and Deed of Reconveyance**

Dated as of August 30, 1996

Discharging Pacific Power & Light Company's
Mortgage and Deed of Trust
Dated as of July 1, 1947

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**SATISFACTION AND DISCHARGE OF MORTGAGE,
RELEASE AND DEED OF RECONVEYANCE**

THIS DOCUMENT, dated as of the 30th day of August, 1996 (hereinafter referred to as "Satisfaction of Mortgage"), relates to that certain Mortgage and Deed of Trust, dated as of July 1, 1947, as heretofore amended and supplemented (the "Mortgage"), from Pacific Power & Light Company, a Maine corporation (predecessor in interest to PACIFICORP, an Oregon corporation, whose address is 700 NE Multnomah, Portland, Oregon 97232, hereinafter referred to as "the Company"), to Guaranty Trust Company of New York and Oliver R. Brooks (predecessors in interest to THE CHASE MANHATTAN BANK (formerly known as Chemical Bank), a New York corporation whose address is 450 West 33rd Street, New York, New York 10001, hereinafter referred to as "Trustee").

WHEREAS, the Mortgage (including all indentures supplemental thereto) was recorded in the official records of the States of Oregon, California, Montana, Washington, Idaho, Utah and Wyoming and various counties within said states in which this Satisfaction of Mortgage is to be recorded, and was filed as a financing statement in accordance with the Uniform Commercial Code of each of said states; and

WHEREAS, the Company or its predecessors executed, delivered, recorded and filed fifty-four indentures supplemental to the Mortgage, entitled the First Supplemental Indenture through the Fifty-fourth Supplemental Indenture, inclusive, as follows:

	<u>Dated as of</u>		<u>Dated as of</u>
First	April 1, 1950	Fourteenth	December 1, 1962
Second	March 1, 1952	Fifteenth	April 1, 1963
Third	September 1, 1952	Sixteenth	August 1, 1963
Fourth	April 1, 1954	Seventeenth	October 1, 1964
Fifth	August 1, 1954	Eighteenth	October 1, 1965
Sixth	October 1, 1955	Nineteenth	December 15, 1967
Seventh	January 1, 1957	Twentieth	May 1, 1969
Eighth	September 1, 1957	Twenty-first	November 1, 1969
Ninth	January 1, 1958	Twenty-second	July 1, 1970
Tenth	July 1, 1958	Twenty-third	February 1, 1975
Eleventh	September 1, 1960	Twenty-fourth	October 1, 1971
Twelfth	June 22, 1961	Twenty-fifth	October 1, 1972
Thirteenth	April 1, 1962	Twenty-sixth	January 1, 1974

ARTICLE I

Satisfaction and Discharge

The Trustee, pursuant to the provisions of Section 106 of the Mortgage, hereby acknowledges that the Company's obligations under the Mortgage have been satisfied and hereby cancels and discharges the Mortgage and the Lien thereof.

ARTICLE II

Deed of Reconveyance

The Trustee, for valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby reconveys, quitclaims, releases, reassigns, retransfers, and sets over unto the Company, and its successors and assigns forever, all of the Trustee's right, title and interest in and to the Mortgaged and Pledged Property, being all property, real, personal and mixed, held by the Trustee pursuant to the Mortgage or subject to the Lien thereof, of the kind or nature specifically mentioned in Article XXI of the Mortgage, or of any other kind or nature and wheresoever situated, including the properties described in the Mortgage and all indentures supplemental thereof, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters,

ARTICLE III

Regarding the Resignation of the Trustee

Having acknowledged satisfaction and discharge of the Mortgage, and having reconveyed the Mortgaged and Pledged Property to the Company, The Chase Manhattan Bank hereby resigns as Corporate Trustee under the Mortgage, such resignation to take effect as of the date hereof and to be without prejudice to said rights under said second paragraph of Section 106 of the Mortgage.

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01 The terms defined in the Mortgage and used herein shall, for all purposes of this Satisfaction of Mortgage, have the meanings specified in the Mortgage.

SECTION 4.02 The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Satisfaction of Mortgage or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

SECTION 4.03 This Satisfaction of Mortgage shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE V

Reference to Recording Data

The Mortgage and the fifty-four indentures supplemental thereto were recorded on the dates, in the offices and at the locations set forth in Exhibit 1 attached hereto and by this reference made a part hereof.

**SATISFACTION AND DISCHARGE OF MORTGAGE,
RELEASE AND DEED OF RECONVEYANCE**

THIS DOCUMENT, dated as of the 30th day of August, 1996 (hereinafter referred to as "Satisfaction of Mortgage"), relates to that certain Mortgage and Deed of Trust, dated as of July 1, 1947, as heretofore amended and supplemented (the "Mortgage"), from Pacific Power & Light Company, a Maine corporation (predecessor in interest to PACIFICORP, an Oregon corporation, whose address is 700 NE Multnomah, Portland, Oregon 97232, hereinafter referred to as "the Company"), to Guaranty Trust Company of New York and Oliver R. Brooks (predecessors in interest to THE CHASE MANHATTAN BANK (formerly known as Chemical Bank), a New York corporation whose address is 450 West 33rd Street, New York, New York 10001, hereinafter referred to as "Trustee").

WHEREAS, the Mortgage (including all indentures supplemental thereto) was recorded in the official records of the States of Oregon, California, Montana, Washington, Idaho, Utah and Wyoming and various counties within said states in which this Satisfaction of Mortgage is to be recorded, and was filed as a financing statement in accordance with the Uniform Commercial Code of each of said states; and

WHEREAS, the Company or its predecessors executed, delivered, recorded and filed fifty-four indentures supplemental to the Mortgage, entitled the First Supplemental Indenture through the Fifty-fourth Supplemental Indenture, inclusive, as follows:

	<u>Dated as of</u>		<u>Dated as of</u>
First	April 1, 1950	Fourteenth	December 1, 1962
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Twelfth	June 22, 1961	Twenty-fifth	October 1, 1972
Thirteenth	April 1, 1962	Twenty-sixth	January 1, 1974

	<u>Dated as of</u>		<u>Dated as of</u>
Twenty-seventh	October 1, 1974	Forty-first	July 1, 1986
Twenty-eighth	May 1, 1975	Forty-second	July 1, 1987
Twenty-ninth	January 1, 1976	Forty-third	January 9, 1989
Thirtieth	July 1, 1976	Forty-fourth	March 31, 1989
Thirty-first	December 1, 1976	Forty-fifth	December 29, 1989
Thirty-second	January 1, 1977	Forty-sixth	March 31, 1991
Thirty-third	November 1, 1977	Forty-seventh	December 31, 1991
Thirty-fourth	April 1, 1979	Forty-eighth	March 15, 1992
Thirty-fifth	October 1, 1980	Forty-ninth	July 31, 1992
Thirty-sixth	March 1, 1981	Fiftieth	March 15, 1993
Thirty-seventh	October 15, 1981	Fifty-first	November 1, 1993
Thirty-eighth	August 1, 1982	Fifty-second	June 1, 1994
Thirty-ninth	April 1, 1983	Fifty-third	August 1, 1994
Fortieth	March 1, 1986	Fifty-fourth	December 1, 1995;

and

WHEREAS, all indebtedness secured by the Mortgage and all proper charges of the Trustee thereunder have been paid and there are no bonds Outstanding under the Mortgage; and

WHEREAS, none of the Defaults defined in Section 65 of the Mortgage has occurred and is continuing; and

WHEREAS, pursuant to Section 106 of the Mortgage and a Resolution of its Board of Directors, the Company has requested the Trustee to cancel and discharge the Lien of the Mortgage and all indentures supplemental thereto, and to execute and deliver to the Company this Satisfaction of Mortgage in order to reconvey and transfer to the Company the Mortgaged and Pledged Property of the Company and to acknowledge that the Lien of the Mortgage has been cancelled, discharged and satisfied;

NOW, THEREFORE, THIS SATISFACTION OF MORTGAGE WITNESSETH:

ARTICLE I

Satisfaction and Discharge

The Trustee, pursuant to the provisions of Section 106 of the Mortgage, hereby acknowledges that the Company's obligations under the Mortgage have been satisfied and hereby cancels and discharges the Mortgage and the Lien thereof.

ARTICLE II

Deed of Reconveyance

The Trustee, for valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, hereby reconveys, quitclaims, releases, reassigns, retransfers, and sets over unto the Company, and its successors and assigns forever, all of the Trustee's right, title and interest in and to the Mortgaged and Pledged Property, being all property, real, personal and mixed, held by the Trustee pursuant to the Mortgage or subject to the Lien thereof, of the kind or nature specifically mentioned in Article XXI of the Mortgage, or of any other kind or nature and wheresoever situated, including the properties described in the Mortgage and all indentures supplemental thereof, and including (without in anywise limiting or impairing by the enumeration of the same the scope and intent of the foregoing) all lands, power sites, flowage rights, water rights, water locations, water appropriations, ditches, flumes, reservoirs, reservoir sites, canals, raceways, dams, dam sites, aqueducts, and all other rights or means for appropriating, conveying, storing and supplying water; all rights of way and roads; all plants for the generation of electricity by steam, water and/or other power; all power houses, gas plants, street lighting systems, standards and other equipment incidental thereto, telephone, radio, television and air conditioning systems and equipment incidental thereto, water works, water systems, steam heat and hot water plants, substations, lines, service and supply systems, bridges, culverts, tracks, ice or refrigeration plants and equipment, offices, buildings and other structures and equipment thereof; all machinery, engines, boilers, dynamos, electric, gas and other machines, regulators, meters,

transformers, generators, motors, electrical, gas and mechanical appliances, conduits, cables, water, steam heat, gas or other pipes, gas mains and pipes, service pipes, fittings, valves and connections, pole and transmission lines, wires, cables, tools, implements, apparatus, furniture and chattels; all other franchises, consents or permits; all lines for the transmission and distribution of electric current, gas, steam heat or water for any purpose, including towers, poles, wires cables, pipes, conduits, ducts and all apparatus for use in connection therewith; all real estate, lands, easements, servitudes, licenses, permits, franchises, privileges, rights of way and other rights in or relating to public or private property, real or personal, or the occupancy of such property, and all right, title and interest of the Trustee (in its capacity as trustee under the Mortgage) in and to all property of any kind or nature wheresoever situated;

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and the tolls, rents, revenues, issues, earnings, income, product and profits thereof, and all the estate, right, title and interest and claim whatsoever, at law as well as in equity, of the Trustee in and to the aforesaid property and franchises and every part and parcel thereof;

TO HAVE AND TO HOLD all such real, personal and mixed properties that are herein reconveyed, quitclaimed, released, reassigned, retransferred, and set over by the Trustee as aforesaid, unto the Company and its successors and assigns forever, free and clear of all claims under and by virtue of the Mortgage;

PROVIDED HOWEVER, that this reconveyance, reassignment and retransfer shall be without covenants, warranties of title or seisin, or of any other nature whatsoever, either express or implied in law or in equity; and shall be without recourse against the Trustee in any event or any contingency, and shall be without prejudice to the rights of the Trustee under the second paragraph of Section 106 of the Mortgage, which rights shall survive satisfaction and discharge of the Mortgage.

ARTICLE III

Regarding the Resignation of the Trustee

Having acknowledged satisfaction and discharge of the Mortgage, and having reconveyed the Mortgaged and Pledged Property to the Company, The Chase Manhattan Bank hereby resigns as Corporate Trustee under the Mortgage, such resignation to take effect as of the date hereof and to be without prejudice to said rights under said second paragraph of Section 106 of the Mortgage.

ARTICLE IV

Miscellaneous Provisions

SECTION 4.01 The terms defined in the Mortgage and used herein shall, for all purposes of this Satisfaction of Mortgage, have the meanings specified in the Mortgage.

SECTION 4.02 The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Satisfaction of Mortgage or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

SECTION 4.03 This Satisfaction of Mortgage shall be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE V

Reference to Recording Data

The Mortgage and the fifty-four indentures supplemental thereto were recorded on the dates, in the offices and at the locations set forth in Exhibit 1 attached hereto and by this reference made a part hereof.

ARTICLE VI

Other Indentures

Nothing herein contained shall be construed to affect the terms and conditions of that certain Mortgage and Deed of Trust dated as of January 9, 1989 from the Company to Morgan Guaranty Trust Company of New York (The Chase Manhattan Bank (formerly known as Chemical Bank), Successor Trustee), as amended and supplemented.

IN WITNESS WHEREOF, The Chase Manhattan Bank has caused its corporate name to be hereunto affixed, and this instrument to be signed and sealed by one of its Vice Presidents or one of its Assistant Vice Presidents, and its corporate seal to be attested to by one of its Senior Trust Officers, all as of the day and year first above written.

THE CHASE MANHATTAN BANK
as Corporate Trustee

By


Vice President

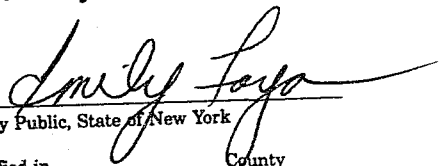
Attest:


Senior Trust Officer

STATE OF NEW YORK
COUNTY OF NEW YORK } SS.

On this 11th day of August, 1996, before me, Emily Fayon, a Notary Public in and for the State of New York, personally appeared F.J. GRIPPO AND GLENN G. MCKEEVER, known to me to be a Vice President and a Senior Trust Officer, respectively, of THE CHASE MANHATTAN BANK, a New York corporation, who being duly sworn, stated that the seal affixed to the foregoing instrument is the corporate seal of said corporation and acknowledged this instrument to be the free, voluntary and in all respects duly and properly authorized act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.


Notary Public, State of New York

No.

Qualified in

Commission expires:

County

[SEAL]

EMILY FAYON
Notary Public, State of New York
No. 24-4737006
Qualified in Kings County
Certificate Filed in New York County
Commission Expires December 31, 1997

KLAMATH COUNTY, OREGON

Supplemental Indenture	Recording Date	Book	Page	Instrument Number
Mortgage	07/24/61	203	298	
1st	07/24/61	204	1	
2nd	07/24/61	204	26	
3rd	07/24/61	204	51	
4th	07/24/61	204	77	
5th	07/24/61	204	112	
6th	07/24/61	204	251	
7th	07/24/61	204	281	
8th	07/24/61	204	313	
9th	07/24/61	204	344	
10th	07/24/61	214	377	
11th	07/24/61	204	411	
12th	07/28/61	204	611	
13th	04/28/62	210	75	
14th	12/07/62	214	348	
15th	04/08/63	216	377	
16th	09/04/63	219	168	
17th	10/12/64	226	279	
18th	10/18/65	M 65	2800	
19th	02/07/68	M 68	949	
20th	06/04/69	M 69	4266	
21st	11/12/69	M 69	9464	
22nd	07/27/70	M 70	6210	
23rd	02/16/71	M 71	1354	
24th	01/25/72	M72	875	
25th	11/01/72	M72	12596	
26th	02/05/74	M74	1149	
27th	11/13/74	M74	14580	
28th	05/27/75	M75	5634	
29th	03/02/76	M76	2911	
30th	07/28/76	M76	11475	
31st	01/11/77	M77	545	
32nd	02/04/77	M77	2114	
33rd	11/14/77	M77	22002	
34th	04/30/79	M79	9651	
35th	12/05/80	M80	23643	
36th	04/09/81	M81	6384	
37th	11/27/81	M81	20478	
38th	09/13/82	M82	11976	
39th	05/09/83	M83	7214	
40th	03/28/86	M86	5104	
41st	08/18/86	M-86	14688	
42nd	07/27/87	M87	13394-13424	

Pacific Power & Light Co.

EXHIBIT 1

Mortgage & Trust Deed, July 1, 1947

KLAMATH COUNTY, OREGON

Supplemental Indenture	Recording Date	Book	Page	Instrument Number
43rd	01/16/89	M89	834	
44th	05/08/89	M89	7782	99873
45th	01/16/90	M90	1045	10201
46th	05/17/91	M91	9341	29545
47th	01/24/92	M92	1520	40184
48th	06/16/92	Vol. M92	13212	46279
49th	10/15/92	Vol. M92	24138	52353
50th	05/03/93	93	9456	60826
51st	12/20/93	M93	33892	73051
52nd	09/06/94	Vol. M94	27818	87412
53rd	10/24/94	V M94	32927	90023
54th	02/02/96	V M96	3195-3212	12893

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of CSC Corp. Service Co. the 18th day
of October A.D., 19 96 at 10:29 o'clock A. M., and duly recorded in Vol. M96,
of Mortgages on Page 32991.

FEE \$55.00

Bernetha G. Letsch

By Kathleen Ross County Clerk