

2018-013079

Klamath County, Oregon



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Fee: \$132.00

Return to:
Matt McEwen
Senior Customer Specialist
CT Corp.
208 S LaSalle, suite 814
Chicago, IL 60604
matt.mcewen@woltersklower.com
Direct 312-288-3546
Office 888-829-5817

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**RELEASE OF INDENTURE MORTGAGE
AND DEED OF TRUST
(Klamath County, Oregon)
COVER PAGE**

GRANTOR:

United Telephone Company of the Northwest, successor grantor to:
Oregon-Washington Telephone Company, original grantor
Schedule A on pages 6 and 7 shows grantor on each indenture instrument

GRANTEE:

U.S. Bank National Association, successor trustee to:
First National Association, successor trustee to:
U.S. Bank of Washington, NA, successor trustee to:
Peoples National Bank of Washington, original trustee
Schedule A on pages 6 and 7 shows grantee on each indenture instrument

MORTGAGES RELEASED:

Schedule B on page 8 shows the indenture instruments recorded in this county with the date and record numbers

PROPERTY RELEASED:

Schedule C beginning on page 9 shows the real properties in this county (if any) upon which the indenture liens will be released upon recordation of this mortgage release

**RELEASE OF INDENTURE MORTGAGE
AND DEED OF TRUST
(Klamath County, Oregon)**

WHEREAS, that certain Indenture of Mortgage and Deed of Trust dated as of January 1, 1946 (the "Original Indenture") and the Supplemental Indentures, First through Twenty-First, to the Original Indenture (the Original Indenture, as supplemented, the "Indenture"), by and between United Telephone Company of the Northwest, an Oregon corporation (formerly named Oregon-Washington Telephone Company), as the "Company", and U.S. Bank National Association, as the "Trustee", as recorded in the respective counties in which the Company's telephone lines and exchanges are located, and pursuant to which the Company's First Mortgage Bonds, Series Q, were issued.

WHEREAS, all bonds issued under Indenture have been paid in full and retired, there are no bonds or other obligations of the Company outstanding under the Indenture, and the Company has requested that the Trustee execute and deliver this instrument to release the lien of the Indenture;

WHEREAS, the Original Indenture, as supplemented by the First through Twentieth Supplemental Indentures are named and dated as shown in Schedule A attached hereto;

WHEREAS, the Original Indenture and the First through Twentieth Supplemental Indentures were recorded as shown in Schedule B attached hereto;

WHEREAS, the real properties owned by the Company in this county are as shown in Schedule C attached hereto; and

NOW, THEREFORE, KNOW ALL MEN BY THE PRESENTS that:

The Trustee hereby acknowledges that the Indenture is in all respects satisfied, the presents and the estate and the rights thereby granted have ceased, determined, and are void, and the lien of the Indenture is hereby cancelled and discharged and released without limitation, and including but not limited to the Original Indenture and the Supplemental Indentures as listed in Schedule A.

The Trustee hereby releases all property subject to the lien of the Indenture and releases from the Indenture lien all property owned by the Company located within this County without limitation, and including but not limited to, the following:

(A) All improvements and structures, offices, buildings and exchanges which now are or hereafter shall be located, erected or placed upon any of the lands and premises hereinbefore described or acquired by the Company after the dates of the Original Indenture and Supplemental Indentures;

(B) All equipment, switchboards, machinery, tools and appliances of every kind and nature, located in and upon and necessary or used or useful in and about the maintenance or operation of any of the premises hereinbefore described, and now or in the future owned by the

Company, or necessary or used or useful in or about the maintenance or operation of any of the telephone exchanges now and in the future located or conducted therein, including all of the equipment, switchboards, machinery, tools and appliances of every kind and nature located in and upon, and necessary or used or useful in and about the maintenance or operation of any of the telephone exchanges now owned or operated in Hood River, Odell, Dee, Rockford and Parkdale in Hood River County, Oregon; Mosier in Wasco County, Oregon; Burns and Crane in Harney County, Oregon; Stevenson in Skamania County, Washington; White Salmon, Goldendale, Trout Lake, Lyle, Klickitat, Bickleton and Roosevelt in Klickitat County, Washington; Prosser, in Benton County, Washington; Mabton, Grandview, Sunnyside, Zillah, Toppenish, White Swan, Harrah and Wapato, in Yakima County, Washington;

(C) All and singular the premises, plants, properties, leases and leaseholds, franchises, permits, patents, rights and powers of every kind and description, real and personal, of the Company constructed or acquired since the date of the Nineteenth Supplemental Indenture or not described in the Original Indenture or the first nineteen supplemental indentures, other than personal property of the nature of that excluded by the granting clauses of the Original Indenture, including, but without limiting the generality of the foregoing, the real property described in Schedule C hereto, together with all improvements thereon;

(D) All franchises, grants, permits, easements, licenses, rights and privileges to construct, maintain and operate poles, wires and other necessary equipment with which to transmit, relay and receive messages and images by telephone, telegraph, teletype, telephoto, radio and television, or by any other means whereby messages and images may now or hereafter be transmitted, relayed and/or received in, over, upon, under or through streets, avenues, roads, alleys, lanes and other public and private places in Hood River, Odell, Parkdale and elsewhere in Hood River County, Oregon; Mosier and elsewhere in Wasco County, Oregon; Burns, Hines, Crane and elsewhere in Harney County, Oregon; in Grant County, Oregon; in Malheur County, Oregon; in Stevenson, North Bonneville, Carson, Underwood and elsewhere in Skamania County, Washington; in White Salmon, Bingen, Trout Lake, Lyle, Klickitat, Goldendale, Bickleton, Roosevelt and elsewhere in Klickitat County, Washington; in Prosser and elsewhere in Benton County, Washington; in Grandview, Sunnyside, Zillah, Toppenish, Wapato, White Swan, Mabton, Granger and elsewhere in Yakima County, Washington; heretofore or hereafter granted to the Company, or to its predecessors in interest, and now or hereafter held and enjoyed by the Company, including:

(1) All interconnection, toll, joint facilities, facility license and other contracts to which the Company is, or may hereafter become, party and all rights of the Company thereunder other than such as may be classed as current assets; and

(2) The poles, supports, towers, cross arms, conduits, subways, underground pipes, cables, wires, fixtures, apparatus and other equipment constructed or acquired since the delivery of the Original Indenture, including the following toll lines;

(E) Any and all other property of every name and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security hereunder, by the Company, or by anyone in its behalf or with its written consent, to the trustees, which are hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof..

(F) All equipment for the use of television in any way whatsoever and all franchises, licenses, patents, rights and privileges thereunto appertaining, whether now or hereafter owned

by the Company and any and all other property, devises or rights related to the despatch, transmission, reception or reproduction of messages, communication, intelligence, signals, light, vision or sound by electricity or otherwise.

(G) Any and all property which may from time to time after the date of this Indenture be delivered or which may by writing of any kind be conveyed, mortgaged, pledged, assigned or transferred to or deposited with the Trustee by the Company or by any person or corporation to be held as part of the trust estate; and the Trustee is hereby authorized to receive any such property and any such conveyance, mortgage, pledge, assignment, transfer and deposit as and for additional security hereunder and to hold and apply any and all such property subject to and in accordance with the terms of this Indenture;

(H) All property, real, personal and mixed, whether or not hereinabove specifically described, which the Company now owns and which it may hereafter acquire except as hereinafter stated, including any and all telephone systems and plants hereafter constructed or acquired and any additions to or extensions of any existing or future telephone systems, plants and equipment and also including leases and toll lines. 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, tolls, rents, revenues, issues, income, product and profits thereof, and all the estate, right, title, interest and claim whatsoever, at law as well as in equity, which the Company now has or may hereafter acquire in and to the aforesaid premises, property, rights and franchises and every part and parcel thereof;


(I) Without any limitation as to the release of all real property as described above, all real property listed in Schedule C.

IN WITNESS WHEREOF, on the 11 day of October, 2018, ~~The Bank of New York Mellon Trust Company~~ ^{the U.S. Bank National Association} has caused this instrument to be executed in its corporate name by its Authorized Officer.

(Please Use Blue Ink for Signatures)

WITNESSES:


Print Name: Christine OK


Print Name: Carolyn Morrison

U.S. BANK NATIONAL ASSOCIATION
as Trustee

By: 
DEBORAH KUYKENDALL
Vice President

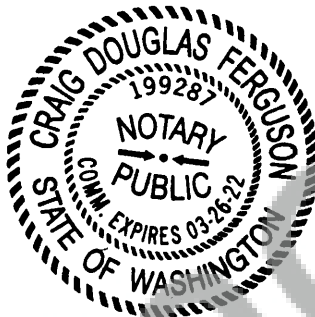
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the date of execution by the Trustee shown above, before me, the undersigned officer, appeared Deborah Kuykendall to me personally known, who, being duly sworn, did acknowledge himself to be Authorized Officer to act on behalf of U.S. Bank National Association, and that said instrument was signed and sealed by her on behalf of said corporation and as the free act and deed of said corporation by authority of its Board of Directors.

IN TESTIMONY WHEREOF, I have hereunto set my hand this day and year first in this my certificate above written.

(Please Use Blue Ink for Signatures)

My commission expires: 03/26/2022



Craig Douglas Ferguson (SEAL)
Notary Public in and for said
County and State
Craig Douglas Ferguson (Name)
1420 Fifth Avenue (Address)
7th Floor
Seattle, WA 98101
206-344-4649 (Telephone No.)
199287 (Notary No.)

SCHEDULE A
List of Original and Supplemental Indentures

<u>Grantor / Description</u>	<u>Date Executed</u>	<u>Grantee / Trustee</u>
Oregon-Washington Telephone Company:		
Original Indenture	01/01/46	Peoples National Bank of Washington in Seattle
First Supplemental Indenture	04/01/48	Peoples National Bank of Washington in Seattle
Second Supplemental Indenture	01/01/51	Peoples National Bank of Washington in Seattle
Third Supplemental Indenture	01/01/54	Peoples National Bank of Washington in Seattle
Fourth Supplemental Indenture	01/01/59	Peoples National Bank of Washington in Seattle
Fifth Supplemental Indenture	07/01/60	Peoples National Bank of Washington in Seattle
Sixth Supplemental Indenture	12/01/60	Peoples National Bank of Washington in Seattle
Seventh Supplemental Indenture	06/01/62	Peoples National Bank of Washington in Seattle
Eighth Supplemental Indenture	09/01/64	Peoples National Bank of Washington in Seattle
United Telephone Company of the Northwest:		
Ninth Supplemental Indenture	04/01/66	Peoples National Bank of Washington in Seattle
Tenth Supplemental Indenture	12/01/67	Peoples National Bank of Washington
Eleventh Supplemental Indenture	03/01/69	Peoples National Bank of Washington
Twelfth Supplemental Indenture	07/01/71	Peoples National Bank of Washington
Thirteenth Supplemental Indenture	02/01/72	Peoples National Bank of Washington

Date

<u>Grantor / Description</u>	<u>Executed</u>	<u>Grantee / Trustee</u>
United Telephone Company of the Northwest:		
Fourteenth Supplemental Indenture	08/01/73	Peoples National Bank of Washington
Fifteenth Supplemental Indenture	09/01/74	Peoples National Bank of Washington
Sixteenth Supplemental Indenture	02/01/77	Peoples National Bank of Washington
Seventeenth Supplemental Indenture	07/01/79	Peoples National Bank of Washington
Eighteenth Supplemental Indenture	08/01/92	U.S. Bank of Washington, NA
Nineteenth Supplemental Indenture	07/01/93	First National Bank Association
Twentieth Supplemental Indenture	08/01/02	U.S. Bank National Association
Twenty-First Supplemental Indenture	11/24/14	U.S. Bank National Association

SCHEDULE B
Instruments of Record in This County

	Recordation		Receiving	
	Date	Volume	Page	No
Original Indenture	06/04/59	190	440	
First Supplemental Indenture	06/04/59	190	416	
Second Supplemental Indenture	06/04/59	190	353	
Third Supplemental Indenture	06/04/59	190	357	
Fourth Supplemental Indenture	06/04/59	190	263	
Fifth Supplemental Indenture	07/05/60	197	151	
Sixth Supplemental Indenture	12/05/60	199	350	
Seventh Supplemental Indenture	07/12/62	211	48	
Eighth Supplemental Indenture	10/08/64	226	213	
Ninth Supplemental Indenture	05/03/66	M-66	3936	
Tenth Supplemental Indenture	12/04/67	M-67	9368	
Eleventh Supplemental Indenture	03/24/69	M-69	2082	
Twelfth Supplemental Indenture	01/24/72	M-72	770	
Thirteenth Supplemental Indenture	03/03/72	M-72	2613	
Fourteenth Supplemental Indenture	Not recorded			
Fifteenth Supplemental Indenture	Not recorded			
Sixteenth Supplemental Indenture	Not recorded			
Seventeenth Supplemental Indenture	07/12/79	M-79	16435	
Eighteenth Supplemental Indenture	09/18/92	M-92	21423	
Nineteenth Supplemental Indenture	07/12/93	M-93	16706	
Twentieth Supplemental Indenture	Not recorded			
Twenty-first Supplemental Indenture	Not recorded per agreement			

SCHEDULE C
Real Property in This County

Tract 1

(4th SI, Page 23)
(Shown as released, 8th SI, Page 23)
LeaseNet Record ID A128025
Deed Record 129, Page 330
Dated 04/30/1940

A tract of land 10 feet by 20 feet in size off the southeasterly corner of Lot 1, Block 43, City of Malin, being 10 feet frontage on 4th Street by 20 feet on the alley through said Block 43, being further described as beginning at the southeast corner of said Lot 1; thence north along 4th Street 10 feet; thence West 20 feet; thence South 10 feet; thence East 20 feet.

Tract 2

(4th SI, Page 23)
LeaseNet Record ID A128031
Deed Record 211, Page 445
Dated 09/23/1947

The North 25 feet of Lot 11 of Block 13 of FIRST ADDITION TO BONANZA, OREGON, according to the duly recorded supplementary plat thereof in the office of the County Clerk of Klamath County.

Tract 3

(4th SI, Page 23)
LeaseNet Record ID A128027
Deed Record 214, Page 357
Dated 11/24/1947

Beginning at a point in the south line of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 35, Township 39 South, Range 12 East, Willamette Meridian, which is 218.7 feet East of the Southwest corner of said Section 35; running thence East 25 feet; thence North 25 feet; thence West 25 feet; thence South 25 feet to the place of beginning.

Subject to:

(a) Reservations contained in patent from the United States of America to John W. Shayhan, dated May 10, 1921, recorded July 18, 1934, on page 285 of Vol. 103 of Deeds, Records of Klamath County, Oregon.

(b) Easement for pole lines granted by Iona J. Fordney, now known as Ions James, et al., to The California Oregon Power Company, a California corporation, dated August 23, 1945, recorded September 11, 1945, on page 180 of Vol. 37 of Deeds, Records of Klamath County, Oregon.

(c) Easement for pole lines granted by Iona James, E. C. Jones and Edith M. Jones, his wife, as their interest may appear, to The California Oregon Power Company, a California corporation, dated January 22, 1947, recorded January 28, 1947, on page 409 of Vol. 201 of Deeds, Records of Klamath County, Oregon.

(d) All contracts and agreements with the United States of America and the Langell Valley Irrigation District relative to irrigation and/or drainage and any existing rights of way for ditches or canals heretofore conveyed or used in connection therewith.

LeaseNet Record ID A129028
Deed Record 214, Page 357
Dated 11/24/1947

Beginning at a point in the South line of the SW¼SE¼ of Section 35, Tp. 39 S.R. 12 E.W.M., which is 218.7 feet East of the Southwest corner of said Section 35; running thence East 25 feet; thence North 25 feet; thence West 25 feet; thence South 25 feet to the place of beginning.

Tract 4

(4th SI, Page 24)

Lots 2 and 3 in Block 37, City of Malin.

Tract 5

(5th SI, Page 5)

The West 85.75 feet of Lot 5, Block 28, Original town of Merrill, Oregon, and more particularly described as follows: Beginning at a point on the South line of said Lot 5, Block 28, Original Town of Merrill, Oregon, which point is West a distance of 30.0 feet from the Southeast corner of said Lot; thence West 85.75 feet to the Southwest corner of said Lot 5; thence North 62.5 feet to the Northwest corner of said Lot 5; thence East, along the North line of said Lot 5 to a point which is 30.0 feet West of the Northeast corner of said Lot 5; thence South a distance of 62.5 feet to the point of beginning.

Tract 6

(5th SI, Page 6)

South 22.5 feet of Lot 6, Block 28, Original Town of Merrill, Oregon.

Tract 7

(10th SI, Page 23)

Lots 1, 2, 3, 4, in Block 60 of Grandview Addition to Bonanza.

Tract 8

LeaseNet Record ID A303277
Deed Record M95, Page 31555
Dated 11/17/1995

All of Lot 5, Block 28, and the South 22.5 feet of Lot 6, Block 28, Original Town of Merrill, according to the Official plat thereof on file in the office of the County Clerk, Klamath county, Oregon

Tract 9

LeaseNet Record ID A304229
Deed Record 71, Page 2040
Dated 03/10/1971

Lot 5 in Block 9, Tract No. 1019, known as Winema Peninsula Unit 2 per plat recorded in records of Klamath County, Oregon.

Prepared By:
Rex D. Rainach
REX D. RAINACH, A PROFESSIONAL LAW CORPORATION
3622 Government Street
Baton Rouge, LA 70806-5720
Telephone: 225-343-0643
Facsimile: 225-343-0646
Email: Rainach@msn.com

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