

## RELEASE OF MORTGAGE

The undersigned, The Federal Land Bank of Spokane, a corporation, hereby certifies that the mortgage dated May 4th, 1966, executed by Paul H. Hoefler, a single man, and Joe R. Hoefler, a single man

to The Federal Land Bank of Spokane, a corporation, and recorded in Book M-66 of Mortgages, at page 5048, being instrument No. 6114, in the office of County Clerk of Klamath County, Oregon, together with the debt thereby secured, is fully paid and discharged.

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal to be affixed the 6th day of July, 1966.

THE FEDERAL LAND BANK OF SPOKANE  
Attest: Don H. Marshall Assistant Secretary. By: A. W. BEHRENS Assistant Vice-President.

STATE OF WASHINGTON, } ss.  
COUNTY OF SPOKANE.

On this 6th day of July, 1966, before me, a Notary Public in and for the above named County and State, personally appeared A. W. BEHRENS, to me known to be Assistant Vice-President of the Corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and notarial seal the day and year last above written.  
Notary Public, residing at Spokane, Washington.  
My commission expires 4-12-67  
jc

STATE OF Oregon, } ss.  
County of Klamath.

Document No.

I hereby certify that the within instrument was filed for record in the office of the County Clerk of said County on the 17 day of Aug. A. D. 1966, at 4 o'clock and 20 minutes, P.M., at the request of Klamath County Title, and recorded in Book M-66 of Mortgages on page 8344

Dorothy Rogers

County Clerk

By: Carolyn Smith Deputy.Recorded on 8/17, 1966.By: Carolyn Smith Deputy.

Mail to Federal Land Bank  
135 So 7th  
Klamath Falls, Oregon

## FEDERAL FARM LOAN AMORTIZATION MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 10th day of August, 1966,  
Paul Hoefler, a single man, and Joe Hoefler, a single man,

hereinafter called the Mortgagors, hereby grant, bargain, sell, convey and mortgage to THE FEDERAL LAND BANK OF SPOKANE, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the City of Spokane, County of Spokane, State of Washington, hereinafter called the Mortgagee, the following described real estate situate in the County of Klamath, State of Oregon, to wit:

PARCEL 1:  
All that portion of the SW $\frac{1}{4}$  of Section 23, lying Southeasterly of the right of way of the Klamath Falls-Lakeview Highway.

A tract of land located in the SE $\frac{1}{4}$  of Section 23, more particularly described as follows: Beginning at an iron pin set on the East-West section line common to Sections 23 and 26, said point being North 88°33' West a distance of 1052.0 feet from an iron pin set on the West boundary of the county road right of way, said pin being 30 feet West of the center line of said road, and the Section corner common to Sections 23, 24, 25 and 26, Township 38 South Range 11 $\frac{1}{2}$  E.W.M.; thence North 41°13' West a distance of 821.0 feet; thence North 35°18' West a distance of 877.6 feet to the intersection with the East-West fence line; thence North 87°43' West a distance of 416.5 feet along said fence line to the fence corner; thence South 3°47' West a distance of 1303.3 feet to the quarter section corner common to Sections 23 and 26, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.; thence South 88°33' East a distance of 1558.0 feet, more or less, along the Section line common to Sections 23 and 26 to the point of beginning.

The East half of Section 26, excepting the following described portion thereof: A tract of land located in the NE $\frac{1}{4}$  of Section 26, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M., more particularly described as follows: Beginning at an iron pin set on the West boundary of the County road right of way, said point being 30 feet West of the centerline of said road and the Section corner common to Sections 23, 24, 25 and 26, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.; thence South along the West boundary of the County Road a distance of 1553.0 feet to a fence corner; thence North 81°50' West along said fence a distance of 102.3 feet; thence North 24°23' West a distance of 1095.0 feet; thence North 41°13' West a distance of 751.7 feet to an iron pin set on the East-West section line common to Sections 23 and 26, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.; thence South 88°33' East a distance of 1052.0 feet, more or less, along said Section line, to the point of beginning, containing 17.8 acres, more or less.

All that portion of the NW $\frac{1}{4}$  of Section 26, lying Southeasterly of the right of way of the Klamath Falls-Lakeview Highway;

The N $\frac{1}{2}$  of SW $\frac{1}{4}$  of Section 26.The NW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 35;all in Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.

SAVING AND EXCEPTING therefrom right of way conveyed to R. H. Hovey and rights of ways for roadways.

PARCEL 2:  
NE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 25, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.; Portion of SW $\frac{1}{4}$ NW $\frac{1}{4}$  lying North of Highway, N $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ NW $\frac{1}{4}$ , Section 36, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.  
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PARCEL 3:

All that portion of the West half of the Southeast quarter of Section 25, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M., described as follows; to-wit: Commencing at the Southwest corner of the Southeast quarter of said Section 25; thence East along the South line of said Section, 74 rods; thence North on a line parallel with the West line of said Southeast quarter 86 $\frac{1}{2}$  rods; thence West on a line parallel with the South line of said Southeast quarter 74 rods to the West line of said quarter; thence South on said West line of said quarter 86 $\frac{1}{2}$  rods to the point of beginning.

PARCEL 4:

Lot 3, less 38.7 acres described in deed Volume 232, page 340; Lot 4, less 8.5 acres described in deed Volume 151 page 480, less property described in deed Volume 232, page 340; the NE $\frac{1}{4}$ SW $\frac{1}{4}$  and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ , all in Section 31 Township 38 South, Range 11 E.W.M., said property also being described as: All that portion of the SW $\frac{1}{4}$  of Section 31, lying Easterly of the Buck Creek channel and North easterly of the right of way of the Dairy-Bonanza Highway, all in Township 38 South, Range 11 E.W.M., less portion conveyed to the State of Oregon by instrument recorded in Volume 107, page 288, of Klamath County, Oregon Deed records.

PARCEL 5:

The SE $\frac{1}{4}$  of Section 25 Township 38 South, Range 11 $\frac{1}{2}$  E.W.M., except the following portion thereof; Commencing at the Southwest corner of the SE $\frac{1}{4}$ ; running thence East along the South line of said Section 74 rods; thence North on a line parallel with the line of said SE $\frac{1}{4}$  86 $\frac{1}{2}$  rods; thence West on a line parallel to the South line of the SE $\frac{1}{4}$ , 74 rods to the West line of said SE $\frac{1}{4}$ ; thence South on the West line of said SE $\frac{1}{4}$  86 $\frac{1}{2}$  rods to the place of beginning.

The E $\frac{1}{2}$ NW $\frac{1}{4}$ , SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 25, Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.

W $\frac{1}{2}$ W $\frac{1}{2}$  of Section 25 Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.

The E $\frac{1}{2}$ SE $\frac{1}{4}$  and the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 34 Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.

Also the North one-half of Lots 1 and 2 in Section 3 Township 39 South, Range 11 $\frac{1}{2}$  E.W.M., saving and excepting all that portion of the North half of said Lot 2 lying Westerly of the County Road as located across said Lot 2 on April 6, 1957.

Also that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 35, lying Northeasterly of the Dairy-Bonanza Highway.

Also the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 36 in Township 38 South, Range 11 $\frac{1}{2}$  E.W.M.

LESS AND EXCEPTING from the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 25, the following described parcel: Beginning at the Northeast corner of said NE $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence South along the center Section line 400 feet; thence Northwesterly to a point on the North line of said NE $\frac{1}{4}$ NW $\frac{1}{4}$  which is West 140 feet from the Northeast corner thereof; thence East 140 feet to the point of beginning.

Together with all pumps, motors, and other irrigation equipment now or hereafter used with said property, which are hereby declared appurtenant thereto.

This rider is attached to and made a part of this mortgage, dated August 10, 1966, executed by the undersigned.

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*Je Hoefler*  
*Paul Hoefler*

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads, now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooling, ventilating, elevating, watering and irrigating apparatus, stationary scales and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land; and together with all waters and water rights of every kind and description and however evidenced, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith.



apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

This mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act and acts amendatory thereof or supplementary thereto, and are subject to all the terms, conditions and provisions thereof, which acts are made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The mortgagors have hereunto set their hands the day and year first above written.

*Joe Hoefler*  
*Paul Hoefler*

STATE OF OREGON }  
County of Klamath } ss.

On this 17th day of August, 1966, personally appeared the above named

Paul Hoefler and Joe Hoefler

and acknowledged the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON }  
County of Klamath } ss.

Before me:

Filed for record at request of:

*Klamath Co Title*  
on this 17 day of Aug A. D. 1966  
at 4:21 o'clock P M, and duly  
recorded in Vol. M66 of mtgs  
Page 8346

*Bryan Williams*  
Notary Public in and for the State of Oregon,  
residing at Klamath Falls, Oregon  
My commission expires 8/13/1970

DOROTHY ROGERS, County Clerk

Fee 6.00 By *Dorothy Rogers* Deputy