

2129000

KNOW ALL MEN BY THESE PRESENTS, That Dean O. Miller and Naomi B. Miller, husband and wife, having received the sum of \$10,000.00 and other valuable consideration DOLLARS as a partial payment on that certain mortgage executed by J. A. Wickland, Jr. and Mary E. Wickland, his wife, mortgage dated February 12, 1970, in favor of Dean O. Miller and Naomi B. Miller, husband and wife,

recorded in book 1170, Record of Mortgages for the County of Klamath, mortgage and on page 2056, on the 16 day of March, 1970, State of Oregon, lien of said mortgage, the following described premises therein described, viz: A tract of land situated in the SE 1/4 of Section 3, Twp. 39 South, Range 9 E., W.M., more particularly described as follows: Beginning at the East one-fourth corner of said Section 3; thence South 89°32' West 1275.74 feet; thence South 00°21'47" East 54.10 feet to a one-half inch pipe on the South-early right-of-way line of the Dalles-California Highway marking the Northeast corner of the parcel of land described in D.V. 251, page 162, as recorded in the Klamath County Deed Record in said D.V. 251, page 162, 233.0 feet to the true point of beginning of this description; thence continuing South 00°21'47" East along the East line of said parcel described; of-way line of the Oregon-California and Eastern Railway Company; thence North 67°41' West along said right-of-way line 156.57 feet (162 feet by record); thence North 00°55'30" West along the West line of said parcel described in said D.V. 251, page 162, 334.24 feet; thence North 89°14' East 147.71 feet to the true point of beginning of this description, containing 1.25 acres, more or less, with bearings based on the East line of the SE 1/4 of said Section 3 as being South 01°14' East.

(And Mortgagor does further subordinate the lien of his mortgage to an easement given by mortgagor to Harry R. Waggoner across the West 20 feet of his remaining secured property and across the East 3 feet of his remaining secured property, which secured property is North of the released property.)

and that the remainder of said lands in said mortgage specified shall remain subject thereto as heretofore.

IN WITNESS WHEREOF, we have hereunto set our hands this 1st day of September, 1971.

Dean O. Miller  
Naomi B. Miller

STATE OF OREGON

County of Klamath } ss. On this 1st day of September, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dean O. Miller and Naomi B. Miller, husband and wife,

known to me to be the identical individual s described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marlene K. Dunningly  
Notary Public for Oregon  
My Commission expires 9-13-73

Partial Release of  
MORTGAGE

DOCKET NO.

TO

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUN. TIES WHERE USED.)

AFTER RECORDING RETURN TO

67676

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instrument was received for record on the 24 day of September, 1971, at 2:12 o'clock P.M., and recorded in book M71 on page 10168. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

By Cynthia C. Miller Deputy

Fee \$1.50

SEP 24 2 12 PM 1971

WARRANTY DEED

Vol. 171 Page 101

THIS INDENTURE WITNESSETH: That J. A. WICKLAND, JR., hereinafter known as Grantor, for the consideration hereinafter recited, has bargained and sold, and by these presents does grant, bargain, sell, and convey unto HARRY R. WAGGONER, his heirs and assigns, the following-described premises, situated in Klamath County, Oregon, to-wit:

A tract of land situated in the SE $\frac{1}{4}$  of Section 3, Twp. 39 South, Range 9 E., W.M., more particularly described as follows: Beginning at the East one-fourth corner of said Section 3; thence South 89 deg. 52' West 1,275.74 feet; thence South 00 deg. 21'47" East 54.10 feet to a one-half-inch pipe on the Southerly right-of-way line of the Dalles-California Highway marking the Northeast corner of that parcel of land described in D.V. 251, page 162, as recorded in the Klamath County Deed Records; thence continuing South 00 deg. 21'47" East along the East line of said parcel described in said D.V. 251, page 162, 233.00 feet to the true point of beginning of this description; thence continuing South 00 deg. 21'47" East along said line 395.64 feet to the Northerly right-of-way line of the Oregon-California and Eastern Railway Company; thence North 67 deg. 41' West along said right-of-way line 156.57 feet (162 feet by record); thence North 00 deg. 55' 30" West along the West line of said parcel described in said D.V. 251, page 162, 334.24 feet; thence North 89 deg. 14' East 147.71 feet to the true point of beginning of this description, containing 1.25 acres, more or less, with bearings being based on the East line of the SE $\frac{1}{4}$  of said Section 3 as being South 01 deg. 14' East.

TOGETHER WITH an easement 20 feet in width along the West boundary of Grantor's property immediately North of the above-described property, which easement extends from South Sixth Street to the above-described land and which easement is subject to cross-easement between Grantor and United States National Bank of Oregon. Presently, Grantor has a building erected on said 20-foot easement, and he covenants and agrees to remove same on or before September 15, 1972; and that until such time as said building is removed, Grantee may use the middle of Grantor's remaining property for ingress and egress.

FURTHER, Grantor gives and grants unto Grantee a 3-foot easement along the East boundary of his said remaining property extending from the South line to the front of Grantee's restaurant building, and Grantee gives and grants unto Grantor a like 3-foot easement adjacent to his property (6 feet total width) for purpose of ingress and egress.

SUBJECT TO: Taxes for the current fiscal year, 1971-72, which are now a lien but not yet payable; Liens and assessments of Klamath Project and the Klamath Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith; Rules, regulations, and assessments of South Suburban Sanitary District; Reservations and restrictions contained in deed recorded June 26, 1925, in Deed Volume 68, page 78, records of Klamath County, Oregon; Easement contained in instrument recorded November 28, 1925, in Deed Volume 68, page 593, records of Klamath County, Oregon; Grant of Right of Way contained in instrument recorded September 26, 1930, in Deed Volume 93, page 73, records of Klamath County, Oregon; Easement recorded in Deed Volume 293, page 442, Records of Klamath County, Oregon; Easement Grant recorded May 20, 1946, in Deed Volume 189, page 160, records of Klamath County, Oregon; Grant of Right of Way contained in

RET  
GANDONG, GANDONG  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.



instrument recorded June 3, 1963, in Deed Volume 345, page 557,  
records of Klamath County, Oregon; Agreement recorded May 18, 1971,  
in Deed Volume M-71, page 4470, Microfilm records of Klamath County,  
Oregon.

PROVIDED, HOWEVER, it is expressly understood and agreed by and between  
the parties that the easement described at line 21½ on page 1 shall be 6 feet  
in width regardless of whether it is split equally 3 feet on each parcel or  
not. That is, a 6-foot fire lane will be recognized as measured from grantee's  
building situate on his land. Anything in excess of three feet on Grantor's  
land may be subject to one or more mortgages.

The true and actual consideration for this transfer is \$57,500.00.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the  
said grantee, his heirs and assigns forever. And the said grantor does hereby  
covenant to and with the said grantee, his heirs and assigns, that he is the  
owner in fee simple of said premises; that they are free from all incumbrances  
except as above set out; and that he will warrant and defend the same from all  
lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, grantor has hereunto set his hand and seal this 1st  
day of September, 1971.

J. A. Wickland, Jr. (SEAL)

Harry R. Waggoner affixes his signature hereto for the purpose of giving  
and granting the above described 3-foot easement to create a joint 6-foot ease-  
ment.

Harry R. Waggoner (SEAL)

STATE OF CALIFORNIA )  
County of Glenn ) SS

On this 17th day of September, 1971, before me, the undersigned, a Notary  
Public in and for said County and State, personally appeared the within named  
J. A. Wickland, Jr., and acknowledged the foregoing instrument to be his volun-  
tary act and deed.

Before me:

(SEAL)

STATE OF OREGON )  
County of Klamath ) SS

On this 24th day of September, 1971, before me, the undersigned, a Notary  
Public in and for said County and State, personally appeared the within named  
Harry R. Waggoner and acknowledged the foregoing instrument to be his voluntary  
act and deed.

Before me:

(SEAL)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 24th day of Sept. A. D. 1971 at 2:13 o'clock AM, and  
duly recorded in Vol. M71, of Deeds on Page 10169

Page 2 - WARRANTY DEED

Wm D. MILNE, County Clerk

By *[Signature]*