

## PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, a federal corporation, having received the sum of One and No/100 DOLLAR (\$1.00) as a partial payment on that certain mortgage executed by JAMES E. CHANEY and WILDA L. CHANEY, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, dated May 20, 1958, and recorded May 21, 1958, in Book 182, Mortgage Records for Klamath County, Oregon, at Page 351, does hereby release from the lien of said mortgage the following described property, to wit:

## PARCEL 1

A parcel of land lying in the NE 1/4 SW 1/4 of Section 1, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in those deeds to James E. Chaney and Wilda L. Chaney, recorded in Book 299, Page 248 and in Book 343, Page 366 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land 44 feet in width, lying on the Southwesterly side of the center line of the Klamath Falls - Lakeview Highway as said highway has been relocated, which center line is described as follows:

Beginning at Engineer's center line Station 145+22.86, said station being 2258.63 feet North and 3723.80 feet West of the Southeast corner of Section 1, Township 39 South, Range 9 East, W.M.; thence on a spiral curve right (the long chord of which bears South 48° 49' East) 500 feet to Engineer's center line Station 150+22.86 Back equals 150+21.50 Ahead; thence South 46° 06' 30" East 1454.55 feet to Engineer's center line Station 164+76.05.

The parcel of land to which this description applies contains 3,210 square feet, more or less.

AND DOES HEREBY FURTHER SUBORDINATE the remainder of the property covered by the lien of said mortgage to the following terms, conditions, and restrictions contained in that certain deed from James E. Chaney and Wilda L. Chaney, husband and wife, to the State of Oregon, by and through its State Highway Commission, as follows, to wit:

"Also for the above stated consideration, there is hereby conveyed to Grantee all existing, future or potential common law or statutory abutter's easements of access BETWEEN the above described parcel and all of Grantors' remaining real property, EXCEPT, however,

"Reserving for service of Grantors' remaining property, access rights to and from said remaining property to the abutting highway right of way at the following places and for the following widths:

Hwy. Engr's Sta.	Width	Side of Hwy.	Purpose
153+95	50 feet	Southwest	Unrestricted
154+81	35 feet	Southwest	Unrestricted

"If, after written notice to desist, Grantors, or any person holding under them, shall use any of the above places of access in a width greater than above stated, or shall permit or suffer any person to do so, the right of access therefor shall automatically be suspended and Grantee shall thereupon have the right to close said place of access. The suspension shall terminate when satisfactory assurance has been furnished Grantee that the place of access will be used in a width not greater than above stated.

"Grantee has the right to construct or otherwise provide at any future time a public frontage road or roads, whereupon all rights of access hereinabove reserved to and from the highway that are on or adjacent to any such frontage road or roads shall cease, but Grantors, their heirs and assigns, shall have access to the frontage road or roads for any purpose upon obtaining a permit from Grantee under the applicable statutes and regulations governing the same. Said road or roads shall be connected to the main highway or to other public ways only at such places as Grantee may select."

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AND DOES HEREBY FURTHER SUBORDINATE the remainder of the property covered by the lien of said mortgage to that certain temporary easement for slopes contained in that certain deed from James E. Chaney and Wilda L. Chaney, husband and wife, to the State of Oregon, by and through its State Highway Commission, over, across and upon the following described property, to wit:

## PARCEL 2

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 1, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in those deeds to James E. Chaney and Wilda L. Chaney, recorded in Book 299, Page 248 and in Book 343, Page 366 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Southwesterly of Parcel 1 and included in a strip of land 49 feet in width, lying on the Southwesterly side of the center line of the Klamath Falls - Lakeview Highway as said highway has been relocated, which center line is described in Parcel 1.

The parcel of land to which this description applies contains 1,145 square feet, more or less.

AND DOES ALSO HEREBY FURTHER SUBORDINATE the remainder of the property covered by the lien of said mortgage to that certain temporary easement for road approaches contained in that certain deed from James E. Chaney and Wilda L. Chaney, husband and wife, to the State of Oregon, by and through its State Highway Commission, over, across and upon the following described property, to wit:

## PARCEL 3

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 1, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in those deeds to James E. Chaney and Wilda L. Chaney, recorded in Book 299, Page 248 and in Book 343, Page 366 of Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 153+60 and 154+30 and between lines which are parallel with and 44 feet Southwesterly and 95 feet Southwesterly of said center line, which center line is described in Parcel 1.

The parcel of land to which this description applies contains 3,570 square feet.

## PARCEL 4

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 1, Township 39 South, Range 9 East, W.M., Klamath County, Oregon and being a portion of that property described in that deed to James E. Chaney and Wilda L. Chaney, recorded in Book 299, Page 248 of Klamath County Record of Deeds; the said parcel being that portion of said property lying between lines at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Stations 154+60 and 155+00 and between lines which are parallel with and 44 feet Southwesterly and 70 feet Southwesterly of said center line, which center line is described in Parcel 1.

The parcel of land to which this description applies contains 1,040 square feet.

And do further hereby subordinate said remainder property to that certain easement for power line overhang given by James E. Chaney and Wilda L. Chaney, to Pacific Power and Light Company, dated May 31, 1972.



Provided, however, that the remainder of the property covered by and described in said mortgage shall remain subject to such mortgage as heretofore.

Dated this 9 day of August, 1972.

FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF KLAMATH FALLS,  
a federal corporation

By Wm. D. Milne  
President

By James D. Bocchi  
Secretary

STATE OF OREGON, County of Klamath

August 9, 1972. Personally appeared Wm. D. Milne and James D. Bocchi, who, being sworn, stated that they are the President and Secretary of grantor corporation and that this instrument was voluntarily signed in behalf of the corporation by authority of its Board of Directors. Before me:

Robert Owens  
Notary Public for Oregon

My Commission expires 5-14-76

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

For record at request of OREGON STATE HIGHWAY COMMISSION  
this 15th day of AUGUST A. D. 1972 at 9:59 o'clock A M., and  
duly recorded in Vol. M 72, of MORTGAGES on Page 2078

FEE \$6.00

Wm. D. Milne, County Clerk  
By Hazel Drazil