

## PARTIAL RELEASE OF MORTGAGE LIENS

KNOW ALL MEN BY THESE PRESENTS, That FIRST NATIONAL BANK OF OREGON, a national banking association, having received the sum of \_\_\_\_\_  
\_\_\_\_\_ DOLLAR (\$ \_\_\_\_\_) as a partial payment on those certain mortgages executed by J. D. FINCHUM and BONNIE B. FINCHUM, husband and wife, mortgagors, in favor of First National Bank of Oregon, Portland, a national banking association, mortgagee, as follows:

1. Dated May 1, 1962, and recorded May 1, 1962, Mortgage Volume 210, Page 236, and
2. Dated July 28, 1967, and recorded August 1, 1967, Mortgage Volume M-67 at Page 5884,

both in Mortgage Records for Klamath County and State of Oregon, does hereby release from the lien of said mortgages the following described property therein described, viz:

## PARCEL 1

A parcel of land lying in the S $\frac{1}{2}$  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 J. D. Finchum and Bonnie B. Finchum, recorded in Book 162, Page 368 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 Northeasterly 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.

ALSO that portion of said property lying Northeasterly of said strip of land and Southeasterly of a line at right angles to said center line at Engineer's Station 163+50.

The parcel of land to which this description applies contains 13,750 square feet, more or less, outside of the existing right of way.

AND DOES HEREBY FURTHER SUBORDINATE the remainder of the property covered by the lien of said mortgages to the following terms, conditions, and restrictions contained in that certain deed from J. D. Finchum and Bonnie B. Finchum, 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 width:

Hwy. Engr's Sta.	Width	Side of Hwy.	Purpose
156+04	35 feet	Northerly	Unrestricted
157+22	35 feet	Northerly	Unrestricted
158+12	35 feet	Northerly	Unrestricted
160+00	35 feet	Northerly	Unrestricted
162+00	35 feet	Northerly	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 places of access. The suspension shall terminate when satisfactory assurance has been furnished Grantee that the places 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."

AND DOES ALSO HEREBY FURTHER SUBORDINATE the remainder of the property covered by the lien of said mortgages to that certain easement for slopes, drainage and irrigation contained in that certain deed from J. D. Finchum and Bonnie B. Finchum, 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 S $\frac{1}{2}$  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 J. D. Finchum and Bonnie B. Finchum, recorded in Book 162, Page 368 of Klamath County Record of Deeds; the said parcel being that portion of said property lying Northeastly of Parcel 1; Northwesterly of a line at right angles to the center line of the relocated Klamath Falls - Lakeview Highway at Engineer's Station 163+50 and included in a strip of land 13 feet in width, lying Northeastly of and adjoining the Northeastly line of the strip of land heretofore set forth in Parcel 1.

The center line herein referred to is described in said Parcel 1.

The parcel of land to which this description applies contains 10,690 square feet, more or less.

AND DOES ALSO HEREBY FURTHER SUBORDINATE the remainder of the property covered by the lien of said mortgages to that certain temporary easement for slopes contained in that certain deed from J. D. Finchum and Bonnie B. Finchum, 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 S $\frac{1}{2}$  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 J. D. Finchum and Bonnie B. Finchum, recorded in Book 162, Page 368 of Klamath County Record of Deeds; the said parcel being that portion of said property included in a strip of land 30 feet in width, lying on the Westerly side of the center line of Unity Street, which center line is described as follows:

Beginning at Engineer's center line Station "U" 8+00, at which station the Northerly line of said strip of land lies at right angles to said center line, said station being 1121.25 feet North and 2300.75 feet West of the Southeast corner of Section 1, Township 39 South, Range 9 East, W.M.; thence South 0° 19' 33" East 200 feet to Engineer's center line Station "U" 10+00.

EXCEPT therefrom Parcel 1.

The parcel of land to which this description applies contains 450 square feet, more or less, outside of the existing right of way.



Provided however, except as above set forth, the remainder of the property shall remain subject to such mortgages as heretofore.

The within partial release is not a satisfaction of said mortgages, nor do the partial release of liens effected hereby in any manner affect the debt for which said mortgages were given as security.

Dated this 8th day of September, 1972.

FIRST NATIONAL BANK OF OREGON

By [Signature]  
mgr.

STATE OF OREGON )

COUNTY OF Klamath ) ss

Personally appeared R. O. Hart Sept. 8, 1972, A.D.  
who, being duly sworn did  
say that he is the Manager of FIRST NATIONAL BANK OF OREGON, and that  
the said instrument was signed in behalf of said corporation by authority of its Board  
of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me: PE

[Signature]  
Notary Public for Oregon

My Commission expires Sept. 23, 1974

ba/kc

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of STATE HIGHWAY COMM. R/W Section

this 30th day of NOVEMBER A. D. 1972 at 1:59 o'clock P M., and

duly recorded in Vol. M 72, of MORTGAGES on Page 13761

FEE \$ 6.00

Wm D. MILNE, County Clerk

By [Signature]