

RECEIVED MAY 21 1975

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Vol. 75 Page

1 THIS MORTGAGE AND NOTE MODIFICATION AGREEMENT dated the 16th day of  
2 May, 1975, and effective April 4, 1975, between ROBERT E. BARTELL, SR.  
3 and HATTIE I. BARTELL, husband and wife, tenants in common, as MORTGAGEE  
4 and ROBERT E. BARTELL, JR. and DARLA BARTELL, husband and wife,  
5 as MORTGAGOR;

6 W I T N E S S E T H:

7  
8 WHEREAS, Mortgagor executed in favor of Mortgagee a promissory note  
9 dated November 25, 1974, in the face amount of \$96,535.77 bearing interest  
10 at the rate of four (4%) per cent per annum from November 25, 1974; and

11 WHEREAS, the aforesaid promissory note was secured by a mortgage  
12 dated December 31, 1974, (effective November 25, 1974) recorded in Vol.  
13 M-75, page 141 Mortgage Records of Klamath County, Oregon; and

14 WHEREAS, Mortgagor has sold and disposed of his equity in the following  
15 described real property situate in Klamath County, Oregon, to-wit:

16  
17 The Southeast quarter and Southeast quarter of Southwest  
18 quarter of Section 14; the Northeast quarter of Section 23;  
19 All in Township 40 South, Range 13 East of the Willamette  
20 Meridian, EXCEPTING THEREFROM, that portion conveyed to  
21 United States of America by deed recorded November 23, 1922,  
22 in Volume 59 at page 334, Deed Records of Klamath County, Oregon.  
23

24 which the parties desire to release from the lien of the above described  
25 mortgage; and

26 WHEREAS, Mortgagee and Mortgagor have agreed and determined upon  
27 certain credits and have determined the present unpaid balance of the  
28 promissory note secured by the aforesaid mortgage (which unpaid balance  
29 is hereinafter called "MORTGAGE OBLIGATION");

30 NOW, THEREFORE, the parties agree as follows:  
31 1. The principal balance of the mortgage indebtedness is \$27,515.12  
32 together with interest thereon at the rate of four (4%) per cent per  
33 annum from April 4, 1975, until paid.

34 2. The payment terms of the aforesaid promissory note are modified  
35 as follows:

36 Full amount of unpaid principal by no later than November 25,  
37 1995. Maker may, prior to the maturity date of the principal, pay any sum  
38 that maker elects to pay, which payment shall be applied to  
39 interest accrued to the date of receipt of such payment and then  
40 to reduce principal.  
41 Interest only annually on November 25, of each year, commencing  
42 with November 25, 1975.

43 3. The following described real property is hereby released and  
44 discharged from the lien of the mortgage recorded in Vol. M-75, page 141,  
45 Mortgage Records of Klamath County, Oregon, to-wit:

46  
47 The Southeast quarter and Southeast quarter of Southwest  
48 quarter of Section 14; the Northeast quarter of Section 23;  
49 All in Township 40 South, Range 13 East of the Willamette  
50 Meridian, EXCEPTING THEREFROM, that portion conveyed to  
51 United States of America by deed recorded November 23, 1922,  
52 in Volume 59 at page 334, Deed Records of Klamath County, Oregon.  
53

54 The aforesaid release of the above described real property is given on  
55 the express condition that it shall in no way affect the lien of the  
56 aforesaid mortgage on the remaining property described in the aforesaid  
57 mortgage situate in Klamath County, Oregon, and more particularly described  
58 in Exhibit "A" attached hereto and thereby made a part hereof as though  
59 fully set forth hereat.

60 4. Except as expressly modified by this instrument, the terms and  
61 provisions of the aforementioned promissory note and mortgage are hereby  
62 ratified and reaffirmed; provided, however, that when the terms and pro-  
63 visions contained in the aforesaid promissory note and mortgage in any  
64 way conflict with the terms and provisions contained in this agreement,  
65 the terms and provisions herein contained shall prevail, and as modified  
66 by this agreement, the aforesaid promissory note and mortgage are hereby

1 ratified and confirmed.  
 2 5. This agreement shall be binding upon the heirs, executors,  
 3 personal representatives, successors, and assigns of the respective  
 4 parties hereto. In construing this agreement, the singular shall include  
 5 the plural and the masculine the feminine.  
 6 WITNESS the hands and seals of the parties hereto the day and year  
 7 first above written.

8  
 9  
 10 Robert E. Bartell, Sr. (SEAL) Hattie I. Bartell (SEAL)  
 11 Robert E. Bartell, Sr. Hattie I. Bartell

12  
 13 Robert E. Bartell, Jr. (SEAL) Darla Bartell (SEAL)  
 14 Robert E. Bartell, Jr. Darla Bartell

15  
 16  
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 18  
 19  
 20 STATE OF OREGON )  
 21 ) ss.

22 COUNTY OF KLAMATH )  
 23 )  
 24 On this 16th day of May, 1975, personally appeared the above named  
 25 ROBERT E. BARTELL, SR. and HATTIE I. BARTELL and acknowledged the foregoing  
 26 instrument to be their voluntary act and deed.

27 Before me:

28 Alameda E. Giacomini  
 29 Notary Public for Oregon

30 My Commission expires: Aug 5, 1978

31 (SEAL)

32  
 33  
 34  
 35  
 36  
 37 STATE OF OREGON )  
 38 ) ss.

39 COUNTY OF KLAMATH )  
 40 )  
 41 On this 16th day of May, 1975, personally appeared the above named  
 42 ROBERT E. BARTELL, JR. and DARLA BARTELL and acknowledged the foregoing  
 43 instrument to be their voluntary act and deed.

44 Before me:

45 Alameda E. Giacomini  
 46 Notary Public for Oregon

47 My Commission expires: Aug 5, 1978

48 (SEAL)

## LEGAL DESCRIPTION

TOWNSHIP 36 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN:

Parcel 1: In Section 20, E $\frac{1}{2}$ , in Section 21, W $\frac{1}{2}$ ;  
 Parcel 2: In Section 21, E $\frac{1}{2}$ ;  
 Parcel 3: In Section 31, Government Lots 5 and 6, NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ,  
 NE $\frac{1}{4}$  of SW $\frac{1}{4}$ ;

TOWNSHIP 37 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN:

Parcel 4: In Section 5, W $\frac{1}{2}$  of SW $\frac{1}{4}$ ;  
 Parcel 5: In Section 6, Government Lot 2, S $\frac{1}{2}$  of Government  
 Lot 1; S $\frac{1}{2}$  of NE $\frac{1}{4}$ ;  
 Parcel 6: In Section 6, SE $\frac{1}{4}$ ;  
 Parcel 7: In Section 7, NE $\frac{1}{4}$ ;  
 Parcel 8: In Section 8, W $\frac{1}{2}$  of NW $\frac{1}{4}$ .

All Forest Service leases and permits

GIACOMINI, JONES & ZAMSKY, ATTORNEYS AT LAW A PROFESSIONAL CORPORATION, KLAMATH FALLS, OREGON

REB h.

J. D. B.

REB. Jr.

W. B.

STATE OF OREGON, }  
 County of Klamath } ss.

Filed for record at request of:  
 GIACOMINI, JONES & ZAMSKY

on this 21st day of May A. D., 19 75  
 at 4:00 o'clock P. M. and duly  
 recorded in Vol. M. 75 of MORTGAGES  
 Page 5616

WM. D. MILNE, County Clerk

Fee \$ 6.00 By Elizabeth Kazic Deputy.

Ret.  
 GIACOMINI, JONES & ZAMSKY  
 ATTORNEYS AT LAW  
 A PROFESSIONAL CORPORATION  
 635 MAIN STREET  
 KLAMATH FALLS, OREGON

Exhibit "A"