

Vol. m90 Page 1028

MODIFICATION OF MORTGAGE OR TRUST DEED

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PARCEL 4

A tract of land situated in the NW_{4}^{1} of the SW_{4}^{1} of Section 7, Township 38 South Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin on the Westerly Boundary of the New Dalles-California Highway, said point being South 89° 49' East 799.0 feet to the Westerly boundary of said highway and South 11° 36' East along said boundary 1056.29 feet from the West quarter corner of said Section 7; thence North 11° 36' West along the Westerly houndary of said Highway 100 feet; thence South 78° 24' West, 27 feet; thence South 11° 36' East 13 feet; thence South 78° 24' West 73.15 feet; thence South 11° 36' East 87 feet to an existing iron monument, which is the most Southerly corner of that parcel of land described in Deed Volume 266, page 322, Deed Records of Klamath County, Oregon; thence North 69° 29' West, 26 feet to an iron pin; thence South 11° 36' East parallel with said highway 213.8 feet to an iron pin; thence North 78° 24' East 122 feet to an iron pin on the Westerly boundary of said Highway; thence North 11° 36' West along said boundary 200 feet, more or less, to the point of beginning.

PARCEL 5

Together with a perpetual easement and right of way over the following described strip of land:

Beginning at a point in the Northwest quarter of the Southwest quarter of Section 7, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, which point is on the Westerly right of way boundary of the presently located Dalles-California Highway, which point of beginning is South 89° 49° East 799 feet to the Westerly boundary of said highway, and thence South 11° 36° East along said Westerly boundary a distance of 956.29 feet from the one-quarter corner common to said Section 7, and Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, said point of beginning being the Northeast corner of that property described in Reed Volume 294, page 426, Records of Klamath County thence South 78° 24' West 27 feet; thence North 11° 36' West parallel to said Highway 90 feet; thence North 78° 24' East 27 feet to the Highway boundary line; thence South 11° 36' East along said Highway boundary line to the point of beginning.

BATSELL BROS. OIL CO., a Partnership

By: (X) Mukaul F. Dalsell

Richard R. Batsell, Partner

) Harry D. Batsell, Partner

DESCRIPTION

The Southerly 80 feet of Lots 3 and 4, Block 65, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon; SAVE AND EXCEPT a strip of one foot in width off the Easterly end of said premises, heretofore conveyed by the Klamath Development Co., to the City of Klamath Falls, Oregon, for street purposes, by Deed recorded in Volume 46, page 155, Deed Records, Klamath County, Oregon.

Lots 5 and 6, Block 65, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM the following:

Beginning at 3" iron pin marking the Southwest corner of said Block 65; thence North 140.10 feet to a 12" iron pin; thence East 88.26 feet to a 12" iron pin; thence East 6.74 feet to a 2" iron pin; thence South 140.10 feet to a 12" pin; thence West 6.74 feet to a 1/2" iron pin; thence West 88.26 feet to the point of beginning.

FEE

All that portion of Lot 70, ENTERPRISE TRACTS, Klamath County, Oregon, described as follows: Beginning at a point in the Southerly line of Sixth Street, at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 358.7 feet and West 17.5 feet to an iron pipe which is the True Point of Beginning; thence West 109.97 feet to an iron pipe; thence South 295.3 feet to an iron pipe; thence on an 11 degree 30' curve to the left a distance of 52.5 feet more or less to an iron pipe; then East a distance of 107.71 feet to an iron pipe; thence North a distance of 347.8 feet to the True Point of Beginning, containing approximately 38,430 square feet. All as shown on Signal Oil Company Drawing C-944, dated April, 1946.

An easement and right of way over and across that certain property situate, lying and being in the County of Klamath, State of Oregon, more particularly described as: All that portion of Lot 70 of ENTERPRISE TRACTS, Klamath County, Oregon, described as follows: Beginning at a point in the South line of Sixth Street at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 706.5 feet; thence West 17.5 feet; thence North along a North and South line 407.5 feet West of the East line of Lot 70 a distance of 718.43 feet to the intersection of said line with the South line of Sixth Street; thence Southeast along said street line 21.2 feet to the Point of Beginning, for the purpose of ingress and egress from that certain parcel of land described in BATSELL BROS, OLL CO., a Partnership Parcel I herein.

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STATE OF OREGON: COUNTY OF K	LAMATH: SS:		the 16th	_ day
그리, 동일 그 그리가 한 번 때 그 얼마 됐던 경우 바다 다른 함께	Western Bank 90 at 12:00 Mortgages	on Page1021		
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