

43819

Vol 92 Page 8527

Customer/Note No. 22614/301

K-43949
Release Agreement

For good and valuable consideration, the undersigned Lender releases the property or parties as provided below. Loan Documents include any note, security, or other documents of any kind and any amendments thereto signed in connection with the note referenced by the note number above-listed. This Release Agreement shall bind and inure to the benefit of Lender, its heirs, personal representatives and assigns.

- ☐ **Full Release/Debt Satisfied:** If checked, the note and all other indebtedness secured by the Loan Documents described as follows have been fully satisfied. Lender hereby certifies that the following Loan Documents are released:

- ☒ **Partial Release/Debt Outstanding:** If checked, Lender releases the property, described below, from the lien of its Loan Documents, described as follows: Hoefler Brothers Loan 22614/301
Real Estate Mortgage dated August 10, 1966 and recorded as Instrument No. 8572, Book M66, Page 8345, records of Klamath County, OR

That part of the property being released from the Loan Documents, described above, is described as follows:
AS PER ATTACHED EXHIBIT "A" and by this reference incorporated hereto.

It is understood that this Release shall not impair the right of Lender to hold the remainder of the property not released under the Loan Documents, described above, as security for the debt secured thereby. It is further understood that this Release shall not impair the validity, priority, or enforceability of the note or any other Loan Document not specifically modified herein until such time as the indebtedness referenced therein or secured thereby is released in full.

- ☐ **Release of Personal Liability:** If checked, Lender hereby releases the following party or parties from personal liability under the Note, dated _____, in the principal sum of \$ _____, and any other Loan Documents associated therewith:

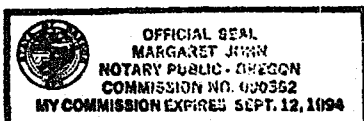
It is understood that this Release is not a satisfaction of the indebtedness evidenced by the Loan Documents, but that the Loan Documents shall remain as evidence of a valid and subsisting obligation enforceable according to the terms thereof against all other persons liable thereon and against the property described therein and all rights against said other parties and property are expressly reserved by Lender.

Dated: 4-20-92

Lender: Farm Credit Bank of Spokane,
Successor by merger to the Federal
Land Bank of Spokane
By [Signature]
Branch Manager Authorized Agent

STATE OF OREGON)
County of KLAMATH) ss.

On this 20 day of April, 1992, before me personally appeared NOLAND ALSTON, Branch Manager, known to me to be an authorized agent of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same as its free act and deed; and on oath stated that he/she was authorized to execute said instrument.



Margaret John
Notary Public for the State of Oregon
Residing at Klamath Falls
My commission expires 9-12-94

EXHIBIT "A" to Release Agreement for Hoefler Brothers, Loan #22614/301
Dated April 20, 1992

8528

HILDEBRAND ROAD RIGHT-OF-WAY
HOEFLER PROPERTY

A parcel of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 26, Township 38 South, Range 11 $\frac{1}{2}$ East, Willamette Meridian, Klamath County, Oregon for road purposes, being a portion of that property described in Deed Volume M70 Page 9286 recorded in the Klamath County Clerk's Office, and being more particularly described as follows:

Commencing at the North 1/16 Corner of said Section 26; thence South 0°07'30" East along the West line of said Section 26, 562.28 feet; thence North 89°52'30" East, 30.00 feet to a 5/8" iron pin set on the Easterly right-of-way of Hildebrand Road, which is also the true point of beginning; thence North 8°06'18" East, 93.98 feet to a 5/8" iron pin; thence North 24°33'53" East, 93.98 feet to a 5/8" iron pin; thence North 32°47'40" East, 255.00 feet to a 5/8" iron pin; thence North 39°48'54" West, 137.85 feet to a 5/8" iron pin set on the Easterly right-of-way of Highway #140; thence South 32°47'40" West, along said right-of-way, 190.00 feet to a 5/8" iron pin set at the intersection with the Easterly right-of-way of Hildebrand Road; thence South 0°07'30" East, along said right-of-way, 339.04 feet to the true point of beginning. Said parcel contains 0.85 acres.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the _____ day
of 21st A.D., 19 92 at 2:10 o'clock P. M., and duly recorded in Vol. M92,
of _____ Mortgages on Page 8527.

FEE \$15.00

Evelyn Biehn County Clerk

By Debra A. Mendenhall

Return: KCTC