

68468

09-22-93P02:57 RCVD

Vol 93 Page 24392

Customer/Note No.

22688/301

K-45358
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:

The Mortgage dated January 28, 1977 and executed by Charles Carter and Tina Carter, husband and wife, to the Federal Land Bank of Spokane, recorded February 1, 1977, in Vol M-77, page 1780, in the mortgage records of Klamath County, State of Oregon.

That part of the property being released from the Loan Documents, described above, is described as follows:

AS PER ATTACHED SCHEDULE "A"

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: 8-26-93

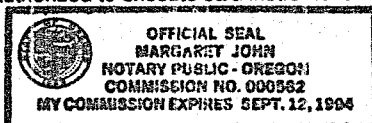
Lender: Farm Credit Bank of Spokane
successor by merger to
Federal Land Bank of Spokane

By John H. Rayl *[Signature]*
 Branch Manager Authorized Agent

STATE OF OREGON)

County of Klamath) ss.

On this 26 day of August, 19 93, before me personally appeared John H. Rayl
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, Oregon
 My commission expires 9-12-94

SCHEDULE "A" ATTACHED TO RELEASE AGREEMENT DATED AUGUST 26, 1993

22688/301

Carter/Federal Land Bank of Spokane

Commencing at a 1/2" iron pin monumenting the East one-quarter corner of Section 25 in Township 38 South, Range 10 East of the Willamette Meridian in Klamath County, Oregon, thence South 00°30'58" West, along the West boundary of Section 31 in Township 38 South, Range 11 East 286.38 feet to a 5/8" iron pin monumenting the Northwest corner of Government Lot 2 in said Section 31 for the true point of beginning; thence South 88°56'11" East, along the North boundary of said Lot 2, a distance of 490.09 feet to a 5/8" iron pin monumenting the Northeast corner thereof; thence South 00°30'33" West, along the East boundary of said Lot 2, a distance of 176.22 feet to a 5/8" iron pin witness monument; thence continue along said East lot boundary, South 00°30'33" West 10.00 feet to intersect the northerly right-of-way line of the Klamath Falls - Lakeview Highway No. 140; thence South 87°50'04" West, along said right-of-way line 490.63 feet to intersect the aforesaid west boundary of Section 31; thence North 00°30'58" East along said west boundary, 10.00 feet to a 5/8" iron pin witness monument; thence continue along said west boundary, North 00°30'58" East 203.87 feet to the true point of beginning.

Saving and excepting therefrom that parcel conveyed to California Oregon Power Company by deed recorded March 21, 1952 in Deed Volume 253 on page 538, records of Klamath County, Oregon.

X _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 22nd day
of Sept. A.D., 19 93 at 2:57 o'clock P.M., and duly recorded in Vol. M93,
of Mortgages on Page 24392.

FEE \$15.00

Evelyn Biehn - County Clerk

By Caroline Mullins

Return: Klamath County Title co