

Loan No. 212484

**OREGON PARTIAL RELEASE OF MORTGAGE**

**KNOW ALL MEN BY THESE PRESENTS**, that **U.S. BANK NATIONAL ASSOCIATION, CUSTODIAN/TRUSTEE**, a national banking corporation, having its Home Office at US Bank Trust Center, 180 East Fifth Street, St. Paul, MN 55101, and whose mailing address is Agri-Access™, a Division of AgStar Financial Services, FLCA, 1921 Premier Dr, Mankato MN 56001 (hereinafter referred to as the "Holder"), is the holder of that certain Promissory Note dated July 22, 1998 (the "Note") in the original principal amount of One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), which said Note is secured by that certain Oregon Real Estate Mortgage and Security Agreement (the "Mortgage"), made, dated and recorded in the office of the Auditor for Klamath County, Oregon, as follows:

<u>Made by</u>	<u>Dated</u>	<u>Recorded</u>	<u>Volume</u>	<u>Page</u>	<u>Instrument No.</u>
Ritter Ranch, a Partnership, Paul M. Ritter and Carol S. Ritter, husband and wife	July 22, 1998	July 24, 1998	M98	27073- 27089	63298

Said Note and Deed of Trust were assigned by MONY Life Insurance Company, formerly known as The Mutual Life Insurance Company of New York, to U.S. Bank National Association, Custodian/Trustee, a national banking corporation, by that certain Assignment of Mortgage and other Loan Documents dated November 9, 2000, recorded September 17, 2004, in the Office of the County Clerk of Klamath County, Oregon, in Volume M04, Page 62265-62267, Official Records of Klamath County, Oregon.

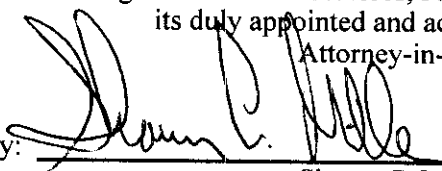
**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration, receipt and adequacy of which are hereby acknowledged, Mortgagee does hereby release from the aforesaid Oregon Mortgage and Security Agreement the real property located in the County of Klamath, State of Oregon, together with all water rights and irrigation equipment appurtenant thereto and located thereon, which said real property, water rights and irrigation equipment are more particularly described in Exhibit "A" attached hereto and made a part hereof by this reference.

**PROVIDED, HOWEVER**, that this release shall not be construed or interpreted to affect, diminish or release the balance of the security held under the aforesaid Mortgage, nor shall it be interpreted or construed to release, affect or diminish the personal liability of any party liable for the payment of the Promissory Note which said Mortgage secures.

**IN WITNESS WHEREOF**, U.S. Bank National Association, Custodian/Trustee, has caused this instrument to be executed by its Director Program Credit & Operations this 2<sup>nd</sup> day of March, 2005.

U.S. Bank National Association

By: Agri-Access™, a Division of  
AgStar Financial Services, FLCA  
its duly appointed and acting  
Attorney-in-Fact

By:   
Shawn C. Miller  
Director Program Credit & Operations

22608

STATE OF MINNESOTA     )  
                                      ) ss.  
COUNTY OF OLMSTED     )

The foregoing instrument was acknowledged before me on the 2<sup>nd</sup>, day of March, 2005, by Shawn C. Miller, Director Program Credit & Operations of Agri-Access<sup>TM</sup>, a Division of AgStar Financial Services, FLCA, an Instrumentality under the laws of the United States, on behalf of the Instrumentality.

WITNESS my hand and official seal.

Kari R York  
Notary Public  
My Commission Expires: Jan 31, 2010  
Printed Name of Notary: Kari R. York

This instrument prepared by:

Agri-Access<sup>TM</sup>, a Division of AgStar Financial Services, FLCA  
its duly appointed and acting Attorney-in-Fact  
3555 9<sup>th</sup> Street NW, Suite #400  
Rochester, MN 55903



## Exhibit "A"

Real Property in the county of Klamath, State of Oregon, described as follows:

A tract of land situated in the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 5 and the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  of Section 8, Township 38 South, Range 11 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point from which the Northwest corner of said Section 8 bears S. 77°50'31" W. a distance of 1486.15 feet; thence N. 56°50'40" E. a distance of 60 feet; thence S. 86°14'55" E. a distance of 250.68 feet; thence S. 40°53'59" E. a distance of 448.75 feet; thence S. 01°43'39" E. a distance of 935.16 feet; thence West a distance of 792.22 feet; thence N. 01°31'46" W. a distance of 103.00 feet; thence N. 01°52'19" W. a distance of 383.82 feet; thence N. 18°04'00" E. a distance of 468.59 feet; thence N. 03°24'46" W. a distance of 178.59 feet; thence N. 18°55'02" E. a distance of 155.58 feet to the point of beginning, with bearings based on Survey No. 920 as recorded in office of the County Surveyor.

TOGETHER WITH a 60 foot wide easement for ingress and egress described as follows:

Beginning at a point from which the Northwest corner of Section 8 bears S. 77°50'31" W. a distance of 1486.15 feet; thence N. 56°50'40" E. a distance of 60.00 feet; thence N. 33°09'20" W. a distance of 611.42 feet to the Southerly right of way line of State Highway No. 140; thence S. 51°50'40" W. along said right of way a distance of 60.23 feet; thence S. 33°09'20" E. a distance of 605.17 feet to the point of beginning.

State of Oregon, County of Klamath  
Recorded 04/01/2005 11,572 m  
Vol M05 Pg 22607-09  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3