

LLOYD MITTELSTADT and PHYLLIS MITTELSTADT, husband and wife  
 RICHARD L. TOMMILA and CECILE L. TOMMILA, husband and wife  
 hereinafter called grantor, convey(s) to  
 all that real property situated in the County  
 of Klamath, State of Oregon, described as:

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway, which lies South 19° 24' East, a distance of 159.2 feet from the Southwest corner of Block 8 of CHEMULT, OREGON, running thence South 19° 24' East along the Easterly right of way line of the Dalles-California Highway, a distance of 200 feet to an iron pin; thence North 70° 36' East a distance of 318 feet to an iron pin on the Westerly right of way line of the S.P.R.R.; thence North 20° 54' West along the Westerly right of way line of the S.P.R.R. a distance of 200 feet to an iron pin; thence South 70° 36' West a distance of 312.8 feet, more or less, to the point of beginning, in Section 21, Township 27 South, Range 8 East of the Willamette Meridian.

See attached Exhibit "A" for Subject to matter.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except as set forth on attached Exhibit "A"

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 78,000.00

However, the actual consideration includes other property or value, 2 mobile homes and laundromat with equipment given which is part of the consideration.

Dated this 21 day of January, 1977.

*Lloyd Mittelstadt*  
 Lloyd Mittelstadt  
*Phyllis Mittelstadt*  
 Phyllis Mittelstadt

STATE OF OREGON, County of Klamath ) ss.

On this 21 day of January, 1977 personally appeared the above named Lloyd Mittelstadt and Phyllis Mittelstadt and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Susan L. Jockum*  
 Notary Public for Oregon  
 My commission expires: 6-13-80

- \* The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
- \* If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

# WARRANTY DEED (INDIVIDUAL)

Lloyd Mittelstadt  
 Phyllis Mittelstadt  
 TO

Richard L. Tommila  
 Cecile L. Tommila

After Recording Return to:  
 Mr. & Mrs. Richard L. Tommila

until further notice, all tax statements shall be sent to the above.

# STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19 at o'clock M. and recorded in book on page Records of Deeds of said County. Witness my hand and seal of County affixed.

Title  
 By Deputy



## EXHIBIT "A"

Subject to the following:

1. An easement created by instrument, including the terms and provisions thereof:

Dated: June 17 1974

Recorded: October 16 1974 in Book M-74 at page 13513

In favor of: Cascade Natural Gas Corporation

For: Pipeline for transportation of oil, gas, and products thereof over the South 10 feet of the herein described property.

2. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

The grantors hereby assign all of their right, title and interest in and to that certain unrecorded Easement Agreement dated April 16, 1973 between Lena May Childress and the grantors herein, to the grantees. Said easement is attached hereto as Exhibit "B" and made a part hereof.

*S.M. R.T.  
S.M. C.T.*



## EXHIBIT "B"

2066

## EASEMENT AGREEMENT

1  
2 THIS AGREEMENT made and entered into this 16 day of April,  
3 1973, by and between LENA MAY CHILDRESS, hereinafter referred to  
4 as First Party, and, LLOYD MITTELSTADT, hereinafter referred to  
5 as Second Party,

6 WITNESSETH:

7 WHEREAS, First Party is the owner of that certain real pro-  
8 perty located in Klamath County, Oregon, and more particularly  
9 set forth and described on Exhibit "1" which is attached hereto  
10 and by this reference made a part hereof, hereinafter referred  
11 to as Parcel I, and

12 WHEREAS, First Party is the further owner of that certain  
13 real property located across the existing highway from said  
14 Parcel I in said County and State which is more particularly set  
15 forth and described on Exhibit II which is attached hereto and  
16 by this reference made a part hereof, hereinafter referred to as  
17 Parcel II, and

18 WHEREAS, there is a well with pump located in the Northeast  
19 area of said Parcel I, together with a water line therefrom over  
20 and across said parcel I to Parcel II which presently supplies  
21 water to the restaurant business of First Party located on said  
22 Parcel II, and

23 WHEREAS, First Party is contemporaneously herewith selling  
24 on contract said Parcel I to Second Party, and

25 WHEREAS, the parties hereto desire to enter into this agree-  
26 ment relative to the respective rights and obligations of said  
27 parties with respect to said well, pump, water line and use of  
28 water from said well to said parcel II, and

29 WHEREAS, First Party intends to reserve a perpetual easement  
30 and right to continue to use water from said well, including First  
31 Party's right to use said water line,

32 NOW, THEREFORE, in consideration of the mutual covenants of

PRENTISS K. PUCKETT, P.C.  
ATTORNEY AT LAW  
FIRST FEDERAL SAVINGS  
& LOAN BUILDING  
KLAMATH FALLS, ORE.

Page (1) Easement Agreement

L.M. R.T.  
L.M. C.T.



1 the parties hereto herein set forth, the carrying out of the  
2 recitals herein referred to by the respective parties, the sum  
3 of Ten Dollars, and, other valuable consideration,

4 IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

5 1. That First Party by these presents RESERVES unto herself,  
6 her heirs and assigns a perpetual easement, right and use, to  
7 draw and use from the well located upon that certain said real p  
8 property described on Exhibit "I" all water as said First Party,  
9 her heirs, legal representatives and assigns may reasonably need  
10 for use and/or consumption on that certain said real property  
11 described on Exhibit II, including the right to use and maintain,  
12 with right of ingress to and egress from and upon said Parcel I,  
13 the presently existing water line from said well to said Parcel  
14 II and further including the right to transport water thereby.

15 2. In addition to the within and foregoing easement, First  
16 Party does further by these presents RESERVE an undivided one-  
17 half interest in and to said well, pump, water line, pump building  
18 and apparatus as hereinabove described and located on the above  
19 described subject property, including a like interest in the real  
20 property upon which the foregoing is situated.

21 3. The parties hereto shall equally share in the repair  
22 and maintenance of the above described property and cooperate in  
23 all respects to insure an ample supply of water to each user  
24 thereof.

25 This agreement shall be binding upon the heirs, devisees,  
26 legal representatives, successors in interest and assigns of the  
27 parties hereto.

28 IN WITNESS WHEREOF, the parties hereto have executed this  
29 agreement the day and year first hereinabove written.

30 *Lena May Childress*  
31 Lena May Childress, First Party

32 *Lloyd Mittelstadt*  
Lloyd Mittelstadt, Second Party

PRENTISS K. PUCKETT, P.C.  
ATTORNEY AT LAW  
FIRST FEDERAL SAVINGS  
& LOAN BUILDING  
KLAMATH FALLS, ORE.



L 2068

1 STATE OF OREGON )  
2 COUNTY OF KLAMATH ) ss.

April 16, 1973

3 Personally appeared the within named LENA MAY CHILDRESS and  
4 LLOYD MITTELSTADT and acknowledged the foregoing instrument to be  
5 their voluntary act and deed.

6 BEFORE ME:

One C. H. Olson  
Notary Public for Oregon

My Commission expires: 9-23-73

L. M. RT  
Q. M. C. T.

PRENTISS K. PUCKETT, P.C.  
ATTORNEY AT LAW  
FIRST FEDERAL SAVINGS  
& LOAN BUILDING  
KLAMATH FALLS, ORE.

Page (3) Easement Agreement

STATE OF OREGON  
I hereby  
FEBRUARY  
of DEEDS  
FEE



2069

## EXHIBIT "1"

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway, which lies South 19°24' East, a distance of 159.2 feet from the Southwest corner of Block 8 of CHEMULT, Oregon, running thence South 19°24' East along the Easterly right of way line of the Dalles-California Highway, a distance of 200 feet to an iron pin; thence North 70°36' East a distance of 318 feet to an iron pin on the Westerly right of way line of the S.P.R.R.; thence North 20°54' West along the Westerly right of way line of the S.P.R.R., a distance of 200 feet to an iron pin; thence South 70°36' West a distance of 312.8 feet, more or less, to the point of beginning, in Section 21, Township 27 South, Range 8 E.W.M., Klamath County, Oregon.

## EXHIBIT "2"

Lot 4, Block 7, original TOWN OF CHEMULT, according to the duly recorded plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

*S. M. R.T.  
Q.M. C.T.*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 3rd day of FEBRUARY A.D., 1977 at 3:44 o'clock P.M., and duly recorded in Vol. M77, of DEEDS on Page 2064.

FEE \$ 18.00

WM. D. MILNE, County Clerk  
By *[Signature]* Deputy