

TA-26758
DEED IN LIEU OF FORECLOSURE

83 DEC 22 PM 3 48

RICHARD L. TOMMILA and CECILE L. TOMMILA, husband and wife, hereinafter called "Grantor", is grantor under the terms and provisions of that certain trust deed executed in January, 1977 and given to Transamerica Title Insurance Company in Klamath Falls, Oregon, trustee, for the benefit of Lloyd Mittelstadt, hereinafter "Grantee."

The real property hereinafter described is the subject real property of the trust deed.

The obligations of the Trust Deed and its underlying promissory note are in default by reason of Grantors' failure to make regular, prompt and required payments and Grantors are unable to pay or perform the obligations stated in the trust deed, and the underlying promissory note.

In order to avoid foreclosure proceedings, Grantors have requested Grantee to accept an absolute deed of conveyance of the subject real property in satisfaction of the indebtedness secured by said trust deed and in exchange for Grantee's release of all possible claims presently existing against Grantors in Grantee's favor. Grantee does now accede to this request.

NOW, THEREFORE, in consideration of the agreement on the part of Grantee to cancel all debts and all evidences of indebtedness secured by the above trust deed and to release and cancel all claims which Grantee may now have against Grantors, Richard L. Tommila and Cecile L. Tommila, Grantors hereby grant, bargain, sell and convey unto Lloyd Mittelstadt, Grantee, all of the following described real property situated in Klamath County, Oregon, to-wit:

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.

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining.

The true consideration for this conveyance is the release of the aforementioned note and trust deed of the Grantors to the Grantees and the mutual release and waiver from any and all mutual claims, demands, damages, actions, causes of actions, or suits of any kind or nature and any and all claims, any or all of which relate to the subject matter of the said trust deed. The purpose of this conveyance is to end, upon execution of this deed, all claims, actions, causes of action, etc. between the parties. This release and discharge shall bind and innure to the parties' heirs, executors, administrators, agents and assigns.

TO HAVE AND TO HOLD the above described and granted premises and appurtenances unto Grantee, his successors and assigns forever.

Grantors covenant unto Grantee that Grantors are lawfully seized in fee simple of said property, free and clear of encumbrances except those of record, real property taxes, and Grantors specifically waive any equity of redemption which Grantors may have in the described and granted premises. Grantors, Grantors' heirs, executors and administrators shall warrant and forever defend Grantee and the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all

persons whomsoever, other than the liens above expressly excepted.

This deed is intended as a conveyance absolute in legal effect, as well as in form, of the title to said premises unto Grantee, including all redemption rights which Grantors might have therein, and not as a mortgage, trust deed or security of any kind.

Possession of said premises is hereby surrendered and delivered to Grantee.

In executing this deed, Grantors are not acting under any misapprehension as to its effect or any duress, undue influence or misrepresentations by Grantee, Grantee's representatives, agents or attorneys.

There is no consideration in terms of dollars and cents for this transfer as the same is made as a deed in lieu of foreclosure proceedings under the above-mentioned conditions.

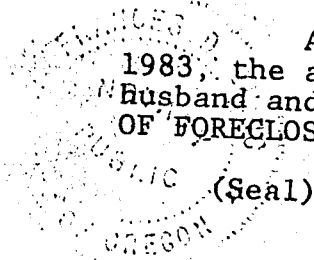
DATED this 13th day of December, 1983.

Richard L. Tommila
RICHARD L. TOMMILA, Grantor

Cecile L. Tommila
CECILE L. TOMMILA, Grantor

STATE OF OREGON)
County of Coos) ss.

Appeared before me on this 13th day of December, 1983, the above-named RICHARD L. TOMMILA and CECILE L. TOMMILA, Husband and wife, and acknowledged the foregoing DEED IN LIEU OF FORECLOSURE to be their voluntary act and deed.



Deanna D. Clining
Notary Public for Oregon
My Commission Expires: 7/21/87

21945

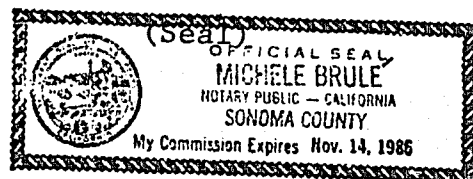
Lloyd Mittelstadt
LLOYD MITTELSTADT, Grantee

STATE OF CALIFORNIA

County of SONOMA

) ss.

Appeared before me on this 20th day of December 1983, the above-named LLOYD MITTELSTADT and acknowledged the foregoing DEED IN LIEU OF FORECLOSURE to be his voluntary act and deed.



Michele Brule
Notary Public for California
My Commission Expires: 11/14/86

21945 A

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.

RETURN TO:
FRANCIS PASSALACQUA
150 MADISON ST
HEALDSBURG, CA 95448

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 22nd day of December A.D. 1983 at 3:48 o'clock P.M.
duly recorded in Vol. M83, of Deeds on Page 21942

EV. LYN B. EHN, County Clerk
By Bernetha J. Helach

Fee \$20.00

