

10823

NOTICE OF DEFAULT AND ELECTION TO SELL

Northern Properties, a Limited Partnership, as grantor,
made, executed and delivered to Klamath County Title Company, as trustee,
to secure the performance of certain obligations including the payment of the principal sum of \$262,650.00
in favor of ** (See below), as beneficiary,
that certain trust deed dated December 20, 1979, and recorded May 22, 1980,
in Book/Rec./Volume No. M80 at page 9345 or as Document/Fee/File/Instrument/Microfilm
No. (indicate which) of the mortgage records of Klamath County, Oregon,
covering the following described real property situated in said county:

(See attached Schedule A)

* Robert W. Palmer, an attorney who is an active member of the Oregon State Bar, was appointed Successor Trustee by a certain instrument dated September 8, 1980, recorded March 16, 1981, in Volume M81 at page 4762 of the mortgage records of Klamath County, Oregon, and is now vested with all powers of said former trustee.

** Klamath Sycan River Estates, a Partnership composed of Recreational Land Company and National Forest Land Development Co.

The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor-trustee have been made except as recorded in the mortgage records of the county or counties in which the above described real property is situate and that the beneficiary is the owner and holder of the obligations, the performance of which is secured by said trust deed; further, that no action, suit or proceeding has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action or proceeding has been instituted, such action or proceeding has been dismissed.

There is a default by the grantor owing the obligations, the performance of which is secured by said trust deed, with respect to provisions therein which authorize sale in the event of default of such provision, in that the grantor has failed to pay, when due, the following sums thereon:

Delinquent principal installment	\$3,822.97
Delinquent principal installment	5,151.20
Delinquent interest at 10% per annum (\$66.41/day) from 11/26/81 through 2/15/82	5,312.80

which are now past due, owing and delinquent. Grantor's failure just described is the default for which the foreclosure mentioned below is made.

By reason of said default, the beneficiary has declared all obligations secured by said trust deed immediately due, owing and payable, said sums being the following, to-wit:

Unpaid principal balance	\$239,057.01
Unpaid interest: \$5,312.80, plus interest at 10% per annum (\$66.41/day) from 2/15/82 until paid.	

Notice hereby is given that the undersigned, by reason of said default, has elected and he hereby does elect to foreclose said trust deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said trust deed and the expenses of the sale, including a reasonable charge by the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Said sale will be held at the hour of 1:30 o'clock, P.M., Standard Time, as established by Section 187.110 of Oregon Revised Statutes on August 23, 1982, at the following place: Main entrance to Klamath County Courthouse in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place fixed by the trustee for said sale.

Other than as shown of record, neither the said beneficiary nor the said trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to the grantor or of any lessee or other person in possession of or occupying the property, except:

NAME AND LAST KNOWN ADDRESS

NATURE OF RIGHT, LIEN OR INTEREST

(See attached Schedule B)

Notice is further given that any person named in Section 86.760 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment of the entire amount due (other than such portion of said principal as would not then be due had no default occurred), together with costs, trustee's and attorney's fees, at any time prior to five days before the date set for said sale.

In construing this notice and whenever the context hereof so requires, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed, the word "trustee" includes any successor-trustee, and the word "beneficiary" includes any successor in interest of the beneficiary first named above.

DATED: March April 5, 19 82

Successor

Trustee

Beneficiary

(State which)

(If executed by a corporation,
affix corporate seal)

(If the signer of the above is a corporation,
use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Multnomah } ss.March April 5, 19 82.

Personally appeared the above named
Robert W. Palmer
and acknowledged the foregoing instrument to be
his voluntary act and deed.

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 11/15/82

STATE OF OREGON, County of _____) ss.

Personally appeared _____ and
_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, president and that the latter is the
_____, secretary of

_____, a corporation, and that the seal affixed to the
foregoing instrument is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation by author-
ity of its board of directors; and each of them acknowledged said instrument
to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)NOTICE OF DEFAULT AND
ELECTION TO SELL

(FORM No. 884)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

RE TRUST DEED

Northern Properties, a
Limited Partnership Grantor
TO
Robert W. Palmer Trustee

AFTER RECORDING RETURN TO

Valerie D. Fisher
111 SW Columbia, #700
Portland, Oregon 97201

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____) ss.

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as document/fee/file/
instrument/microfilm No. _____
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

NAME _____ TITLE _____
By _____ Deputy

DESCRIPTION (of) Page I

KLAMATH FALLS FOREST ESTATES - SYCAN UNIT

12.10.17

ASSESSOR PARCEL NO.
08-3313-3000-0200
08-3313-3000-0900
08-3313-3000-1000
08-3313-3000-1100

08-3313-3000-2800
08-3313-3000-2900
08-3313-3000-3000
08-3313-3100-3300
08-3313-3100-3400
08-3313-3100-4000
08-3313-3100-4500
08-3313-3100-3500
08-3313-3100-3800
08-3313-3100-1500
08-3313-3100-0500
08-3313-3100-0800
08-3313-3000-3710
08-3313-3000-5900
08-3313-3000-6000
08-3313-3000-3810
08-3313-3000-5800
08-3313-3000-3800
08-3313-3000-4500

08-3313-3100-5800
08-3313-2900-1800
08-3313-2900-1700
08-3313-2900-2000
08-3313-2900-2700
08-3313-2900-3000
08-3313-2900-2000
08-3313-2900-3300
08-3313-2900-3700
08-3313-2900-3900
08-3313-2900-4700

4557

[illegible]

BLK. NO.

SCHEDULE A, Page 3

Page 3

LOT DESCRIPTION		Lot	ASSIGNOR PARCEL NO.
Ely 1035 ft. of the South 1/2 of		1	08-3313-2800-2000
Wly 1035 ft. of the South 1/2 of		1	08-3313-2900-2000
Nly 415 ft. of the Wly. 1035 ft. of		2	08-3313-2900-2300
Nly 415 ft. of the Ely. 1035 ft. of		2	08-3313-2900-2400
Nly 415 ft. of the Ely. 1035 ft. of		3	08-3313-2300-2700
Nly 415 ft. of the Wly. 1035 ft. of		6	08-3313-2800-4000
Sly 415 ft. of the Ely. 1035 ft. of		7	08-3313-3200-0100
Sly 415 ft. of the Wly. 1035 ft. of		7	08-3313-3300-1500
Nly 415 ft. of the Wly. 1035 ft. of		7	08-3313-3300-1600
Sly 415 ft. of the Wly. 1035 ft. of		8	08-3313-3200-2000
Nly 415 ft. of the Ely. 1035 ft. of		8	08-3313-3200-2100
Sly 415 ft. of the Ely. 1035 ft. of		9	08-3313-3200-3000
Nly 415 ft. of the Ely. 1035 ft. of		9	08-3313-3300-3500
All of Lot 11, except the Nly 415 ft. and the Ely 1035 ft.		10	08-3313-3300-3600
Sly 415 ft. of the Wly. 1035 ft. of		10	08-3313-3300-4500
Nly 415 ft. of the Wly. 1035 ft. of		10	08-3313-3300-4600
Wly 1035 ft. of the North 1/2 of		11	08-3313-3300-4300
Wly 1035 ft. of the South 1/2 of		13	08-3313-3300-4700
All Lot 19, except the Nly 415 ft. and the Wly. 1035 ft.		17	08-3313-2800-5100
Sly 415 ft. of the Wly. 1035 ft. of		18	08-3313-2800-3900
Ely 500 ft. of the Wly. 1035.01 ft, measured along So Line, 20		19	08-3313-2800-4400
All Lot 20, except the Wly. 1535.01 ft, measured along South Line		19	08-3313-2800-2900
The Wly. 510 ft. of		19	08-3313-2800-1800
Sly 415 ft. of the Wly. 1035 ft. of		1	08-3313-2800-1600
Nly 415 ft. of the Wly. 1035 ft. of		5	08-3313-3300-5400
Nly 415 ft. of the Wly. 1035 ft. of		6	08-3313-3300-0900
Nly 415 ft. of the Wly. 1035 ft. of		6	08-3313-3300-1200
Nly 415 ft. of the Ely. 1035 ft. of		8	08-3313-3300-1900
Nly 415 ft. of the Wly. 1035 ft. of		8	08-3313-3300-3200
Nly 415 ft. of the Ely. 1035 ft. of		11	08-3313-3300-3100
Nly 415 ft. of the Wly. 1035 ft. of		12	08-3313-3400-2900
Sly 415 ft. of the Ely. 1035 ft. of		12	08-3313-3400-2100
Sly 415 ft. of the Ely. 1035 ft. of		14	08-3313-3400-2000
Nly 415 ft. of the Wly. 1035 ft. of		14	08-3313-3400-0500
South 415 ft. of the Ely. 1035 ft. of		14	08-3313-3400-0400
South 435.4 ft. of the North 1520.24 of the West 1035 ft. of		15	08-3313-3400-0700
		16	08-3313-2700-0700
		16	08-3313-2700-0300
		16	08-3313-2700-0100

4559

SCHEDULE A, Page 4

15

ADDRESS: 08-3313-2300-1300
08-3313-2300-1300
08-3313-2300-1300

ILLK. NO.

SCHEDULE A, Page 4

LOT DESCRIPTION	ACRES
East 1035 ft. of the West 1035 ft. of North 480 ft. Beginning at the	

the Northeast corner of Lot 2. thence South
630 ft; thence Northeast along

...along said line to the Easterly line
at a point which bears S. 40° 02' 28" W. 400 ft.
thence N. 54° 02' 28" W. 400 ft. to the point
...thence N. 54° 02' 28" W. 400 ft. to the point
...thence N. 54° 02' 28" W. 400 ft. to the point

hence S. 34°23'58" W. to a point on the most Easterly corner of the lot. From the most Easterly corner of the lot S. 35°57'32" W. 1000 feet to the point of intersection of the line with the line of the lot.

... 35°57'32" W. to the Southerly line of Lot 2 from the point

the Sely. 415 ft. of the

the Nly. 500 ft. of the Nwly. 415 ft. and the beginning at a ... 975 ft. of

... point that is S. 89°59'20" E. measured along the Northwest corner of said lot.

...erior lines of said Lot 10; thence Northwesterly and N...
...in; thence E... E. 480 ft. and

North 460 ft. of the West, and Northerly
South 460 ft. of the West, that is West of the
point of beginning, and Northerly
East to the point of beginning.

South 460 ft
East 1 1/2 of
West 1 1/2 of

South 460 ft. of the West 1/2 of
415 ft. of the West 1/2

415 ft. of the South 1037.5 ft. of
415 ft. of the North 1037.5 ft. of

415 ft.	of	the North	1037.5 ft.	of
415 ft.	of	the South	1037.5 ft.	of

115 ft. of the North 1037.5 ft. of
t 10, except 1035 ft. of

t 10, except the North 400 ft. and the North 400 ft.

... 430 ft. of the West 1059.15 ft. and the East 1035 ft. ...
... 3, except the South 1035 ft. ...
... 15 ft. ...

00 ft. of the East 1/2 of

1002.18 ft. of

10



4560

16

Beginning at a point on the East line of Lot 1 that is North 900 ft. from the Southeast corner thereof; thence West to the West line thereof; thence Northerly, Easterly and Southerly along the exterior lines of said Lot to the point of beginning. Beginning at a point on the East line of Lot 1 that is North 430 ft. from the Southeast corner thereof; thence North along East line 470 ft.; thence West to the Westerly line of said Lot; thence Southerly along the Westerly line of said Lot to a point West of the point of beginning; thence East to the point of beginning.

Lot 1 08-3313-2300-0900

16

Beginning at the Southeast corner of Lot 1; thence North along the East line 430 ft.; thence West to the Easterly line of said Lot; thence Southerly and Easterly along the exterior lines of said Lot to the point of beginning.

" 1 08-3313-2300-1500

16

Beginning at a point 450 ft. North and 700 ft. West of the Southeast corner of Lot 2; thence North to the Northerly line of said Lot; thence Easterly and Southerly along the exterior lines of said Lot to a point East of the point of beginning. The South 450 ft. of the East 870 ft. of beginning.

" 1 08-3313-2300-1600

16

The East 1/2 of the West 1/2 of
The West 1/2 of the West 1/2 of
The East 1/2 of the East 1/2 of
The West 490 ft. of
The East 500 ft. of

2 08-3313-2300-2000
2 08-3313-2300-2100
3 08-3313-2400-4800
3 08-3313-2400-4700
3 08-3313-2400-4600
4 08-3313-2400-4500
4 08-3313-2400-4400
4 08-3313-2400-4300

16

Beginning at a point on the West 990 ft., measured along North line of the Northeast corner thereof; thence South 850.11 ft.; thence West to the Easterly line of White Ash Lane; thence North-ly and Westerly along said line to a point 1110 ft. West of the East line of said Lot; thence North to the North line of said Lot; thence East 550 ft. to the point of beginning.

" 4 08-3313-2400-4200

16

Beginning at the Northeast corner of Lot 4; thence West along the North line of said Lot 560 ft.; thence South 850.11 ft.; thence East 560 ft. to the East line of said Lot; thence North 850 ft. to the point of beginning.

The North 550 ft. of the West 900 ft. of
The West 350 ft. of
The East 400 ft. of

16

Beginning at the Northeast corner of Lot 6; thence West along the North line of said Lot 941.48 ft.; thence South 450 ft.; thence Easterly along the Easterly line of said Lot; thence Northeast-ly along said Easterly line to the point of beginning.

" 4 08-3313-2400-4100
5 08-3313-2400-4000
6 08-3313-2400-4900
6 08-3313-2400-5000

16

" 6 08-3313-2400-5100

SCHEDULE A, Page 6

BLK. NO.

LOT DESCRIPTION

16 The Ely. 725 ft. of the Nly. 635 ft. of
 16 The Ely. 725 ft. of the Sly. 635 ft. of
 16 The Wly. 725 ft. of the Sly. 635 ft. of
 16 The Sly. 635 ft. of the Ely. 686 ft. of
 17 The North 415 ft. of
 17 The North 900 ft. of the East 450 ft. of
 18 All Lot 1, except the West 1100 ft. and the South 490 ft.
 18 The South 490 ft. of Lot 1, except the West 1100 ft. thereof
 18 The West 1100 ft., except the South 415 ft. of
 18 The Sly. 415 ft. of the West 1100 ft. of
 18 The North 415 ft. of the West 1100 ft. of
 18 The North 415 ft. of the East 1/2 of
 18 The South 415 ft. of the East 1/2 of
 18 The South 415 ft. of the East 1/2 of
 18 The South 415 ft. of the East 1/2 of
 18 The South 415 ft. of the East 1/2 of
 18 The North 415 ft. of the West 1/2 of
 18 The North 415 ft. of the West 1/2 of
 18 The North 415 ft. of the West 1/2 of
 18 The South 415.03 ft. of the East 1/2 of
 18 The South 415 ft. of the East 1/2 of
 18 The North 415 ft. of the West 1/2 of
 18 The North 415 ft. of the West 1/2 of
 18 The East 500 ft. of the East 1/2 of
 18 The East 400 ft. of the West 1/2 of
 18 The East 400 ft. of the West 1700 ft. of
 18 The East 400 ft. of the West 1200 ft. of
 18 The West 400 ft. of the West 800 ft. of
 18 The West 415 ft. of
 18 The East 415 ft. of the North 1035 ft. of
 18 The West 415 ft. of the North 1035 ft. of
 18 The West 415 ft. of the South 1035 ft. of
 18 The East 415 ft. of the North 1035 ft. of
 18 The East 415 ft. of the North 1035 ft. of
 18 The West 415 ft. of the South 1035 ft. of
 18 The West 415 ft. of the South 1035 ft. of
 18 The East 415 ft. of the North 1035 ft. of
 18 The East 415 ft. of the North 1035 ft. of
 18 The West 415 ft. of the North 1035 ft. of
 18 The West 415 ft. of the South 1035 ft. of
 18 The North 460 ft. of the South 1035 ft. of
 18 The South 430 ft. of the South 800 ft. of

Page 6

ADDITIONAL PARCEL NO.
 08-3313-2400-1200
 08-3313-2400-1300
 08-3313-2400-1400
 08-3313-2400-1500
 08-3313-2400-1600
 08-3313-2400-1700
 08-3313-2400-1800
 08-3313-2400-1900
 08-3313-2400-2000
 08-3313-2400-2100
 08-3313-2400-2200
 08-3313-2400-2300
 08-3313-2400-2400
 08-3313-2400-2500
 08-3313-2400-2600
 08-3313-2400-2700
 08-3313-2400-2800
 08-3313-2400-2900
 08-3313-2400-3000
 08-3313-2400-3100
 08-3313-2400-3200
 08-3313-2400-3300
 08-3313-2400-3400
 08-3313-2400-3500
 08-3313-2400-3600
 08-3313-2400-3700
 08-3313-2400-3800
 08-3313-2400-3900
 08-3313-2400-4000
 08-3313-2400-4100
 08-3313-2400-4200
 08-3313-2400-4300
 08-3313-2400-4400
 08-3313-2400-4500
 08-3313-2400-4600
 08-3313-2400-4700
 08-3313-2400-4800
 08-3313-2400-4900
 08-3313-2400-5000
 08-3313-2400-5100
 08-3313-2400-5200
 08-3313-2400-5300
 08-3313-2400-5400
 08-3313-2400-5500
 08-3313-2400-5600
 08-3313-2400-5700
 08-3313-2400-5800
 08-3313-2400-5900
 08-3313-2400-6000
 08-3313-2400-6100
 08-3313-2400-6200
 08-3313-2400-6300
 08-3313-2400-6400
 08-3313-2400-6500
 08-3313-2400-6600
 08-3313-2400-6700
 08-3313-2400-6800
 08-3313-2400-6900
 08-3313-2400-7000
 08-3313-2400-7100
 08-3313-2400-7200
 08-3313-2400-7300
 08-3313-2400-7400
 08-3313-2400-7500
 08-3313-2400-7600
 08-3313-2400-7700
 08-3313-2400-7800
 08-3313-2400-7900
 08-3313-2400-8000
 08-3313-2400-8100
 08-3313-2400-8200
 08-3313-2400-8300
 08-3313-2400-8400
 08-3313-2400-8500
 08-3313-2400-8600
 08-3313-2400-8700
 08-3313-2400-8800
 08-3313-2400-8900
 08-3313-2400-9000
 08-3313-2400-9100
 08-3313-2400-9200
 08-3313-2400-9300
 08-3313-2400-9400
 08-3313-2400-9500
 08-3313-2400-9600
 08-3313-2400-9700
 08-3313-2400-9800
 08-3313-2400-9900
 08-3313-2400-10000

4562

LOT DESCRIPTION

BLK. NO.	LOT DESCRIPTION	Lot	Page 7	ASSIGNMENT PARCEL NO.
18	The South 410 ft. of Lot 14, except the East 1660 ft. thereof	Lot 14		08-3313-2400-0200
18	The West 415 ft. of the East 1660 ft. of	"		08-3313-2400-0300
18	The West 415 ft. of the East 1245 ft. of	"		08-3313-2400-0400
18	The East 415 ft. of	"		08-3313-2400-0500
18	Beginning at the Northeast corner of Lot 15; thence South 415 ft.; thence West 1000 ft.; thence North to the Northerly line of said Lot; thence East along Northerly line to the point of beginning. "	15		08-3313-1300-5500
18	Beginning at the Southeast corner of Lot 15; thence North 415 ft.; thence West 1000 ft.; thence South to the Southerly line of said Lot; thence East along Southerly line to the point of beginning. "	15		08-3313-1300-6000
18	Beginning at a point South 415 ft. and West 1000 ft. from the Northeast corner of Lot 15; thence South to the Southerly line of the point of beginning; thence West 1000 ft. from the point of beginning; thence East to the Southwest corner of said Lot; thence North 415 ft. except the North 415 ft. thereof of	15		08-3313-1300-5900
18	The East 1000 ft. of the North 415 ft. and the East 1000 ft. of	16		08-3313-1300-4500
18	The North 415 ft. of the East 1000 ft. of	16		08-3313-1300-5000
18	The South 415 ft. of the East 1000 ft. of	17		08-3313-1300-4900
18	The North 415 ft. of the East 1000 ft. of	17		08-3313-1300-3500
	-----END DESCRIPTIONS-----	18		08-3313-1300-4000
				08-3313-1300-2500

SCHEDULE B

4564

Northern Properties, a Limited Partnership

Grantor under trust deed to Klamath County Title Company, as trustee, for Klamath Sycan River Estates, a partnership composed of Recreational Land Company and National Forest Land Development Co., dated December 20, 1979, recorded May 22, 1980, in Volume M80, Page 9345, Mortgage Records of Klamath County, Oregon, to secure the payment of \$262,650.00.

Last Known Addresses:

19762 MacArthur Blvd., No. 300
Irvine, California 96715

1901 S. Bascom Avenue, Suite 905
Campbell, California 95008

P. O. Box 650
Rocklin, CA 95677

c/o Joseph Bills, General Partner
346 Jamacha Road
El Cajon, California 92020

c/o Brown Investment Company, a Trust
(Limited Partner)
19762 MacArthur Blvd., No. 300
Irvine, California 96715

c/o Acorn Investments, a Trust
(Limited Partner)
1901 S. Bascom Avenue, Suite 905
Campbell, California 95008

c/o James Sullivan, Esq.
225 N. Santa Cruz Avenue
Los Gatos, California 95030

c/o James Vogt, General Partner
19762 MacArthur Blvd., No. 300
Irvine, California 96715

c/o Barry Rosenick, General Partner
19762 MacArthur Blvd., No. 300
Irvine, California 96715

Gerald Stroke

Interest unknown.

Last known addresses:

P. O. Box 2449
Del Mar, CA 92014

1049 Camino Del Mar #H
Del Mar, CA 92014

State of OREGON: COUNTY OF KLAMATH: ss.
I hereby certify that the within instrument was received and filed for record on the

12 day of April A.D., 1982 at 4:43 o'clock P M., and duly recorded in
Vol M 82 of Mtge on page 4555.

Fee \$ 40.00

EVELYN EIEHN
COUNTY CLERK

By Joyce M. Thura deputy