

Reference is made to that certain trust deed made by NORTHERN PROPERTIES, a Limited Partnership, grantor, to KLAMATH COUNTY TITLE CO., trustee, which duties were reassigned to ROBERT W. PALMER, ESQ., an active member of the Oregon State Bar, on September 8, 1980, and recorded in Vol. M81, P. 4762 of the Mortgage Records of Klamath County, Oregon, which was reassigned to PETER J. RICHARD as successor trustee by a certain instrument dated March 25, 1986, recorded June 11, 1986, in Vol. M86, P. 10211 of the Mortgage Records of Klamath County, Oregon, who is now vested with all the powers of the original trustee; beneficiary KLAMATH SYCAN RIVER ESTATES, a Partnership composed of Recreational Land Company and National Forest Land Development Co., as beneficiary dated December 20, 1979, recorded May 22, 1980, in the Mortgage Records of Klamath County, Oregon, in Vol. M80, P. 9340, covering the real property situated in said County and State, and more particularly described on the attached Schedule "A", and incorporated herein by reference.

The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointment 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; further, that no action has been instituted to recover the debt, or any part thereof, now remaining secured by said trust deed, or, if such action has been instituted, such action has been dismissed.

There is a default by grantor or other person owing an obligation, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision; the default for which foreclosure is made is grantor's failure to pay when due the following sums:

DELINQUENT PRINCIPAL INSTALLMENT THROUGH 7/31/86	\$ 73,200.85
DELINQUENT INTEREST THROUGH 7/31/86 (1708 Days)	
PLUS PER DIEM \$65.50 PER DAY	111,865.58
DELINQUENT REAL PROPERTY TAXES 1980-1981, (PAID BY BENEFICIARY)	9,484.11
DELINQUENT REAL PROPERTY TAXES, PLUS INTEREST THEREON	
1981-1982, 1982-1983	
1983-1984, 1984-1985	
1985-1986	67,298.53

35  
1331  
882

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

UNPAID PRINCIPAL BALANCE	239,057.01
UNPAID INTEREST THROUGH 7/31/86	111,865.58
REAL PROPERTY TAXES PAID 1980-1981 (PLUS INTEREST THEREON)	9,484.11
ACCRUED INTEREST ON PRINCIPAL BALANCE AT 10% PER ANNUM (\$65.50 PER DAY FROM 7/31/86 UNTIL PAID)	

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby 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 grantor had, or had the power to convey, at the time of the execution by him of that trust deed, together with any interest grantor or his successors in that 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 the compensations of 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 P.M., Standard Time as established by Section 181.110 of the Oregon Revised Statutes, on April 10,

1987, at the following place: entrance of Klamath County Courthouse in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place fixed by 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 trustee in the trust deed, or any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except as shown on the attached Exhibit "B".

Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right, at any time prior to five days before the trustee conducts the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's fees and attorney's fees not exceeding the amounts provided by said ORS Section 86.753.

In construing this notice, 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 any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest if any.

DATED this 10 day of November, 1986.

Peter J. Richard  
PETER J. RICHARD, TRUSTEE

SUBSCRIBED AND SWORN TO before me this 12<sup>th</sup> day of November, 1986.

Deena R Swafford  
NOTARY PUBLIC FOR OREGON  
My commission expires: 8/20/90



AFTER RECORDING RETURN TO:  
ASPELL & DELLA-ROSE  
122 South Fifth Street, Suite 100  
Klamath Falls, Oregon 97601



BLK. NO.	LOT DESCRIPTION	LOT NO.
7	W. 415 ft. of the W. 1035 ft. of	8
7	N. 415 ft. of the W. 1035 ft. of	8
7	S. 415 ft. of the E. 1035 ft. of	9
7	N. 415 ft. of the E. 1035 ft. of	9
7	S. 415 ft. of the E. 1035 ft. of	10
7	N. 415 ft. of the E. 1035 ft. of	10
7	All of Lot 11, Except the N. 415 ft. and the E. 1035 ft.	11
7	N. 415 ft. of the W. 1035 ft. of	13
7	W. 1035 ft. of the North 1/2 of	17
7	All Lot 19, Except the N. 415 ft. and the W. 1035 ft.	18
7	S. 415 ft. of the W. 1035 ft. of	19
7	W. 500 ft. of the W. 1035 ft. of	19
7	South line of	20
9	All Lot 20, Except the W. 1535.01 ft. measured along South line	20
10	The W. 510 ft. of	1
10	S. 415 ft. of the W. 1035 ft. of	5
10	N. 415 ft. of the W. 1035 ft. of	6
10	S. 415 ft. of the W. 1035 ft. of	6
10	N. 415 ft. of the E. 1035 ft. of	8
10	S. 415 ft. of the E. 1035 ft. of	8
10	N. 415 ft. of the W. 1035 ft. of	8
10	S. 415 ft. of the W. 1035 ft. of	11
10	N. 415 ft. of the E. 1035 ft. of	12
10	S. 415 ft. of the E. 1035 ft. of	12
10	N. 415 ft. of the W. 1035 ft. of	14
10	S. 415 ft. of the W. 1035 ft. of	14
10	N. 415 ft. of the E. 1035 ft. of	14
10	S. 415 ft. of the E. 1035 ft. of	14
10	N. 415 ft. of the W. 1035 ft. of	14
10	S. 415 ft. of the W. 1035 ft. of	14
10	N. 415 ft. of the E. 1035 ft. of	15
10	S. 415 ft. of the E. 1035 ft. of	15
10	N. 415 ft. of the W. 1035 ft. of	15
10	S. 415 ft. of the W. 1035 ft. of	15
10	N. 415 ft. of the E. 1035 ft. of	16
10	S. 415 ft. of the E. 1035 ft. of	16
11	East 575 ft. of the West 1035 ft. measured along North line of Lot 1	16
11	East 1035 ft. of North 480 ft., measured along North and	1
11	East line of	1
11	Beginning at the Northeast corner of Lot 2; thence West along the	1
11	North of said Lot, 630 ft.; thence South to the Easterly line of said	1
11	Lot; thence Northerly along said line to the point of	1
11	Beginning of Lot	2
11	Beginning at a point which bears S. 35°57'32" W., 1000 ft. and	2
11	N. 54°02'28" W., 400 ft. from the more Easterly corner of Lot 3;	2
11	thence N. 54°02'28" W. to a point on the Westerly line of Lot 3;	2
11	thence S. 34°23'58" W. to the Southwesterly corner of Lot 3;	2
11	thence along the Southerly line of Lot 3 to a point which is	2
11	S. 35°57'32" W. from the point of beginning; thence N. 35°57'32" E.	2
11	to the point of beginning of Lot	3

BLK. NO.	LOT DESCRIPTION	LOT NO.
11	The S. 415 ft. of the N. 715 ft. of	4
11	All Lot 5, Except the N. 415 ft. and the W. 915 ft. Lot 5	4
11	The N. 500 ft. of the E. 780.59 ft. measured along	5
11	North line	5
11	Beginning at a point that is S. 89°59'20" E., 480 ft. and South 600 ft.	10
11	line of said Lot 10; thence Northwesterly and Northerly along the	10
11	exterior lines of said lot to a point that is West of the point of	10
11	beginning; thence East to the point of beginning.	10
12	The North 460 ft. of the West 1 of	2
12	The South 460 ft. of the East 1 of	2
12	The North 460 ft. of the West 1 of	3
12	The South 460 ft. of the East 1 of	3
12	The North 460 ft. of the West 1 of	4
12	The South 460 ft. of the East 1 of	4
12	The North 460 ft. of the West 1 of	5
12	The South 460 ft. of the East 1 of	5
14	West 415 ft. of the South 1037.5 ft. of	3
14	West 415 ft. of the North 1037.5 ft. of	4
14	East 415 ft. of the South 1037.5 ft. of	4
14	East 415 ft. of the North 1037.5 ft. of	4
14	S. 415 ft. of the W. 1035 ft. of	4
14	N. 415 ft. of the W. 1035 ft. of	5
14	All Lot 10, Except the North 400 ft. and the West 1035 ft.	9
14	All Lot 10, Except the North 400 ft. and the East 1035 ft.	9
15	The North 430 ft. of the West 1059.15 ft. of	3
15	All Lot 3, Except the South 430 ft. and the West 1059.15 ft.	3
15	North 415 ft. of the East 1/2 of	9
15	North 400 ft. of the East 1067.18 ft. of	9
16	Beginning at a point on the East line of Lot 1 that is North	1
16	900 ft. from the Southeast corner thereof; thence West to	1
16	along the West line thereof; thence Northerly, Easterly and Southerly	1
16	beginning.	1
16	Beginning at a point on the East line of Lot 1 that is North	1
16	430 ft. from the Southeast corner thereof; thence North	1
16	along East line 470 ft.; thence West to the Westerly line of said	1
16	Lot; thence Southerly along the Westerly line of said Lot to a	1
16	point West of the point of beginning; thence East to the point	1
16	of beginning.	1
16	Beginning at the Southeast corner of Lot 1; thence North along	1
16	the East line 430 ft.; thence West to the Easterly line of said	1
16	Lot; thence Southerly and Easterly along the exterior lines of said	1
16	Lot to the point of beginning.	1

BLK. NO.	LOT DESCRIPTION	LOT NO.
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 the South 450 ft. of the point of beginning; thence West to the West } of the East 870 ft. of	2
16	The East } of the West } of	2
16	The West } of the East } of	3
16	The East } of the East } of	3
16	The West 900 ft. of the East 500 ft. of	4
16	Beginning at a point on the North line of Lot 4 which is 560 ft. West of the Northeast corner thereof; thence South 850.11 ft; thence Easterly along said line to a point 1110 ft. West of the East thence East 550 ft. to the point of beginning.	4
16	North line of said Lot 560 ft; thence West along the East 560 ft. to the East line of said Lot; thence North 550 ft. to the point of beginning.	4
16	The North 550 ft. of the West 900 ft. of	4
16	The East 400 ft. of the West 750 ft. of	5
16	Beginning at the Northeast corner of Lot 6; thence West along the North line of said Lot 911.48 ft; thence South 450 ft; thence East to the Easterly line of said lot; thence Northwesterly along said Easterly line to the point of beginning.	6
16	The Ely. 725 ft. of the N.Y. 635 ft. of	6
16	The N.Y. 725 ft. of the S.Y. 635 ft. of	7
16	The S.Y. 635 ft. of the Ely. 686 ft. of	7
17	The North 415 ft. of	8
18	All Lot 1, except the West 1100 ft. and the South 490 ft.	5
18	The South 490 ft. of Lot 1, except the West 1100 ft. thereof	1
18	The West 1100 ft. except the South 415 ft. of	1
18	The S.Y. 415 ft. of the West 1100 ft. of	4
18	The North 415 ft. of the West } of	4
18	The South 415 ft. of the East } of	5
18	The South 415 ft. of the West } of	5

BLK. NO.	LOT DESCRIPTION	LOT NO.
18	The South 415 ft. of the West } of	6
18	The North 415 ft. of the West } of	6
18	The South 415.03 ft. of the East } of	7
18	The North 415 ft. of the West } of	7
18	The North 415 ft. of the West } of	7
18	The East 500 ft. of the West 1700 ft. of	8
18	The East 400 ft. of the West 1200 ft. of	9
18	The West 400 ft. of the West 800 ft. of	9
18	The West 415 ft. of the North 1035 ft. of	9
18	The East 415 ft. of the South 1035 ft. of	10
18	The West 415 ft. of the North 1035 ft. of	10
18	The East 415 ft. of the South 1035 ft. of	10
18	The West 415 ft. of the North 1035 ft. of	11
18	The East 415 ft. of the South 1035 ft. of	11
18	The West 415 ft. of the North 1035 ft. of	11
18	The East 415 ft. of the South 1035 ft. of	12
18	The North 460 ft. of the South 890 ft. of	12
18	The South 410 ft. of	13
18	The West 415 ft. of the East 1660 ft.	13
18	The West 415 ft. of the East 1155 ft. of	14
18	The East 415 ft. of the East 830 ft. of	14
18	Beginning at the Northeast corner of Lot 15; thence South 1000 ft; thence North to the Northerly line of said lot; thence East along Northerly line to the point of beginning.	14
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
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 said lot; thence Easterly to the Southeast corner of said lot; thence Northwesterly along Westerly line of said lot to a point West of the point of beginning; thence East to the point of beginning.	16
18	The East 1000 ft. of the North 415 ft. of	16
18	All Lot 16, except the North 415 ft. thereof	16
18	The South 415 ft. of the East 1000 ft. of	17
18	The South 415 ft. of the East 1000 ft. of	17
18	The North 415 ft. of the East 1000 ft. of	17

NAME/ADDRESS

NATURE OF RIGHT, LIEN OF INTEREST

Northern Properties, a Limited Partnership 19762 MacArthur Blvd., No. 300 Irvine, California 96715	Grantor or Assignee
Northern Properties, a Limited Partnership 1901 S. Bascom Avenue, Suite 905 Campbell, California 95008	Grantor or Assignee
Northern Properties, a Limited Partnership P. O. Box 650 Rocklin, California 95677	Grantor or Assignee
Northern Properties, a Limited Partnership c/o Joseph Bills, General Partner 346 Jamacha Road El Cajon, California 92020	Grantor or Assignee
Northern Properties, a Limited Partnership c/o Brown Investment Company, a Trust (Limited Partner) 19762 MacArthur Blvd., No. 300 Irvine, California 96715	Grantor or Assignee
Northern Properties, a Limited Partnership c/o Acorn Investments, A Trust (Limited Partner) 1901 S. Bascom Avenue, Suite 905 Campbell, California 95008	Grantor or Assignee
Northern Properties, a Limited Partnership c/o James Sullivan, Esq. 2225 N. Santa Cruz Avenue Los Gatos, California 95030	Grantor or Assignee
Northern Properties, a Limited Partnership c/o James Vogt, General Partner 19762 MacArthur Blvd., No. 300 Irvine, California 96715	Grantor or Assignee
Northern Properties, a Limited Partnership c/o Barry Rosenick, General Partner 19762 MacArthur Blvd., No. 300 Irvine, California 96715	Grantor or Assignee
Gerald Stroke P. O. Box 3415 Newport Beach, California 92663	Unknown
Vivian C. Fitzmaurice, Esq. Finley, Kumble, Wagner, Heine, Underberg, Manley 101 W. Broadway #1500 San Diego, California 92101	Unknown
Barrister Financial, Ltd. 19762 MacArthur Blvd. #300 Irvine, California 92715	Unknown
Edgar Scheck, Esq. 610 Newport Center Drive #1000 Newport Beach, California 92660	Unknown
Jay Brown P. O. Box 20080 Fountain Valley, California 92708	Unknown

NAME/ADDRESS

NATURE OF RIGHT, LIEN OF INTEREST

Don Mac Adam  
Monarch Land & Cattle Co.  
19762 McArthur, Suite 300  
Irvine, California 96715

Unknown

Martin J. Goldberg  
Chapter 11 Trustee  
c/o Vivien C. Fitzmaurice, Esq.  
Finley, Kumble, Wagner, Heine,  
Underberg, Manley  
101 W. Broadway #1500  
San Diego, California 92101

Unknown

Jon Howard, Esq.  
Maino, Marward & Sutton  
(for Acorn Investments)  
1901 S. Bascome Avenue  
Suite 1050  
Campbell, CA 95008

Unknown

Christine Lieber, Esq.  
silver Law Corporation  
10880 Wilshire #1007  
Los Angeles, California 90024-4111

Unknown

Jeffrey A. Davis, Esq.  
Gray, Cary, Ames & Frye  
1700 First Interstate Plaza  
401 B Street  
San Diego, California 92101

Unknown

Martin E. Steele, Esq.  
530 B St., Suite 2150  
San Diego, California 92101

Unknown

William Elving, Esq.  
Four North Second Street  
San Jose, California 95113

Unknown

Martin Goldberg, Trustee  
6611 Convoy Court  
San Diego, California 92111

Unknown

Nevada Wildwood Corp.  
c/o Gary Rudolf, Esq.  
Finley, Kumble, Wagner, Heine,  
Underberg, Manley  
101 W. Broadway #1500  
San Diego, California 92101

Unknown

Pacific Hawaiian Corp.  
c/o Gary Rudolf, Esq.  
Finley, Kumble, Wagner, Heine,  
Underberg, Manley  
101 W. Broadway #1500  
San Diego, California 92101

Unknown

Martin C. Peets, President  
Northern Properties, Inc.  
1001 S.W. 5th Avenue, Suite 1700  
Portland, Oregon 97204

Unknown

Robert H. Peets, Secretary  
Northern Properties, Inc.  
1001 S.W. 5th Avenue, Suite 1700  
Portland, Oregon 97204

Unknown

NAME/ADDRESS

NATURE OF RIGHT, LIEN OF INTEREST

20720

Frederick T. Usher, Inc.  
dba Northern Properties, a Limited Partnership Grantor or Assignee  
dba TRIAD PROPERTIES  
37 Magnolia Avenue  
San Anselmo, California 94960

The undersigned, on behalf of KLAMATH SYCAN RIVER ESTATES, a partnership, certifies that the above listed names are the only persons known to trustee claiming to be the grantor, successors to grantor, persons requesting notice or interested in the property as of this 12<sup>th</sup> day of November, 1986, to the best of trustee's knowledge and belief.

  
PETER J. RICHARD, TRUSTEE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of \_\_\_\_\_ November \_\_\_\_\_ A.D., 19 86 at \_\_\_\_\_ 1:53 o'clock \_\_\_\_\_ P. M., and duly recorded in Vol. \_\_\_\_\_ M86,  
of \_\_\_\_\_ Mortgages \_\_\_\_\_ on Page 20713.

FEE \$33.00

Evelyn Biehn, County Clerk  
By 