

Vol. m89 Page 13570

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 22050 1116 8 ESCROW

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 ASPEN 04033542

NOTICE OF DEFAULT AND ELECTION TO SELL

WHICH RECORDING HELD IN

Reference is made to that certain trust deed made by
 AND WIFE

ARTHUR W. MERKL AND JOYCE E. MERKL, HUSBAND

WILLIAM P. BRANDSNESS

in favor of CLOYCE E. BARNES AND SUE B. BARNES, HUSBAND AND WIFE

dated June 6, 1980

recorded July 29, 1980

in the mortgage records of

Klamath County, Oregon, in book/roll No. M-80

at page 14110

or as

property situated in said county and state, to-wit:

See attached Exhibit

ELECTION TO SELL

NOTICE OF DEFAULT AND

"A" for Legal Description

2116 OF 02020W
 2116 OF 02020W

(2987)

Mortgage Deed for Oregon

With commission Exhibit

Mortgage Deed for Oregon

PERSON

22500 1116 8 ESCROW, INC.

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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; further, that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by the 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: Monthly installments of principal and interest due for the months of April, May, June, and July of 1989, in the amounts of \$845.80 each; and subsequent installments of like amounts; subsequent amounts for assessments due under the terms and provisions of the Note and Trust Deed.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to-wit: \$12,116.04 plus interest and late charges, thereon from March 1, 1989, at the rate of TEN (10%) PER CENT PER ANNUM until paid and all sums expended by the Beneficiary pursuant to the terms and provisions of the Note and Trust Deed.

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 ORS 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 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 10:00 o'clock, A.M., in accordance with the standard of time established by ORS 187.110 on or December 8, 1989, at the following place: ASPEN TITLE & ESCROW, INC., 600 Main Street, Klamath Falls, Oregon, in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for said sale.

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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 the following:

2nd NAME AND LAST KNOWN ADDRESS: 1000 O'CONNOR VETERAN LIFE ESCROW

1220 S. W. Morrison #820 Second Trust Deed

Portland, Oregon 97205

Notice is given that the beneficiary and trustee of said property have agreed that on payment

LATER PAGE

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for 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 of 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 and attorney's fees not exceeding the amounts provided by said ORS 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: July 25, 1989, by ASPEN TITLE & ESCROW, INC.

BY: Andrew A. Patterson Trustee Beneficiary (State which)

STATE OF OREGON, County of Klamath

The foregoing instrument was acknowledged before me this July 25, 1989, by ANDREW A. PATTERSON

Assistant Secretary of ASPEN TITLE & ESCROW, INC.

a Oregon corporation, of the hall of the corporation.

Notary Public for Oregon My commission expires: 7/23/93

(SEAL) My commission expires: 7/23/93

NOTICE OF DEFAULT AND ELECTION TO SELL

(FORM No. 884) STEVENS-NESE LAW PUB. CO., PORTLAND, OR.

Re: Trust Deed From

Arthur W. Merkl, Grantor

Joyce E. Merkl, Grantor

Aspen Title & Escrow, Inc.

Successor Trustee

AFTER RECORDING RETURN TO

Aspen Title & Escrow, Inc.

600 Main Street

Klamath Falls, OR 97601

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the

25th day of July, 1989,

at 3:33 o'clock P.M., and recorded

in book/reel/volume No. M89 on

page 13570 or as fee/file/instrument/

microfilm/reception No. 2987

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Evelyn Biehn, County Clerk

By: Pauline M. Mulholland Deputy

Fee \$13.00