

OK

11082

## AMENDED TRUSTEE'S NOTICE OF SALE (after release from stay)

Vol. m90 Page 2554

Reference is made to that certain trust deed made by RODRIGO R. GONZALEZ, JR., and TERESA G. GONZALEZ, husband and wife, as grantor, to ASPEN TITLE & ESCROW, an Oregon corporation, as trustee, in favor of FLORENCE L. STONE, as beneficiary, dated January 2, 1990, recorded January 30, 1987, in the mortgage records of Klamath County, Oregon, in book/reel/volume No. M-87 at page 1603, fee/file/instrument/microfilm/reception No. 70950 (indicate which), covering the following described real property situated in said county and state, to-wit:

Beginning at the Southwest corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence running East 264 feet; then North 165 feet; thence West 264 feet; thence South 165 feet to the place of beginning.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

- A. A portion of the monthly payments in the sum of \$215.00 due October 5, 1987, together with the entire monthly payment in the sum of \$430.00 due the 5th day of of each month thereafter.
  - B. Real property taxes as follows: 1987-88, \$641.12, plus interest; 1988-89, \$645.43, plus interest; 1989-90, \$691.11, plus interest
- 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:
- A. \$41,617.23, together with interest on the said sum at the rate of 9% per annum from June 22, 1988; unpaid interest in the sum of \$2,214.90
  - B. Real property taxes in the amounts as follows: 1987-88, \$641.12, plus interest; 1988-89, \$645.43, plus interest; 1989-90, \$691.11, plus interest.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on October 6, 1989, at the hour of 1:50 o'clock P.M., in accord with the standard of time established by ORS 187.110, at 601 Main Street, Suite 215, Klamath Falls, Oregon in the City of Klamath Falls, County of Klamath, State of Oregon; however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the court or by proceedings under the National Bankruptcy Act or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on January 2, 1990, by Non-Judicial Relief

WHEREFORE, notice hereby is given that the undersigned trustee will on February 5, 1990, at the hour of 1:50 o'clock, P.M., in accord with the standard of time established by ORS 187.110 at 601 Main Street, Suite 215, State of Oregon, (which is the new

date, time and place set for said sale) sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. 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 to 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 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 January 5, 1990.

NEAL G. BUCHANAN

Successor Trustee

State of Oregon, County of Klamath, ss:

I, the undersigned, certify that I am the attorney or one of the attorneys for the above named trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale as amended.

Attorney for said Trustee

90 FEB 6 PM 4 46

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA**

P 2907  
JAN 8 1990

In re TERESA G. SHELP,  
aka TERESA GONZALES  
Debtor

Bankruptcy No.: 589-04279WCM-SE  
R.S. No.: 90020  
Hearing Date:  
Time:

**Relief From Stay Cover Sheet**

Instructions: Complete caption and Section A for all motions. Complete Section B for mobile homes, motor vehicles, and personal property. Complete Section C for real property. Utilize Section D as necessary. If moving party is not a secured creditor, briefly summarize the nature of the motion in Section D.

**A** Date Petition Filed: September 20, 1989 Chapter: 7  
Prior hearings on this obligation: None Last Date to File §523/§727 Complaints:

**B** Description of personal property collateral (e.g. 1983 Ford Taurus):

Secured Creditor            or lessor           

Fair market value: \$                     

Contract Balance: \$                     

Monthly Payment: \$                     

Insurance Advance: \$                     

Source of value:                                     

Pre-Petition Default: \$                     

No. of months:                     

Post-Petition Default: \$                     

No. of months:                     

**C** Description of real property collateral (e.g. Single family residence, Oakland, CA.):  
Single family residence, Klamath Falls, Oregon  
Fair market value: \$ 34,160.00 Source of value: Klamath County Assessor's Office, True Cash Value Appraisal

If appraisal, date:                                     

Moving Party's position (first trust deed, second, abstract, etc.): Contract balance

Approx. Bal: \$ 51,861.09

As of (date):                     

No. payment: \$430.00

Notice of Default (date): 5/26/89

Notice of Trustee's Sale: 5/26/89

Pre-Petition Default: \$ 9,670.00

No. of months: 22 1/2

Post-Petition Default: \$ 1,290.00

No. of months: 3

Advances Senior Liens: \$ 2,037.20

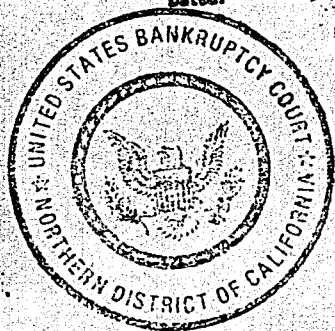
Specify name and status of other liens and encumbrances, if known (e.g. trust deeds, tax liens, etc.):

Position	Amount	No. Payment	Defaults
1st Trust Deed:			
2nd Trust Deed:			
87-88 real property taxes	\$ 674.86		\$ 674.86
88-89 real property taxes	671.23		671.23
89-90 real property taxes	691.11		691.11
	(Total)		(Total)
	\$2037.20		\$2037.20

**D** Other pertinent information:

Dated: January 5, 1990

*Neal G. Buchanan*  
Signature: NEAL G. BUCHANAN, OSB# 77127  
601 Main, Ste. 215, Klamath Falls, OR 976  
PH: 303-882-660  
Type of Print Name: FLORENCE L. STONE  
Attorney for:



We hereby certify that the enclosed instrument is a true and correct copy of the original on file in our office. Dated JAN 0 8 1990

Clerk  
United States Bankruptcy Court  
San Jose, California

By *[Signature]* Deputy Clerk

UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

2556

In re TERESA G. SHELPS, aka TERESA GON-  
ZALES

) Case No. 589-04279WCM-SE  
) R.S. No. 90020  
) NON-JUDICIAL RELIEF  
) FROM THE AUTOMATIC STAY  
) OF 11 U.S.C. §362(a)  
)

Debtor(s).

The following creditor has a purchase money security interest or a perfected security interest in the following property; there appears to be no equity in the property for the estate, and the debtor(s) do not object to relief from the stay as to the property; therefore,

The trustee hereby authorizes non-judicial relief from the automatic stay as to the specific property named below and the creditor may foreclose the security interest as provided in the security agreement or applicable law provided, however, the creditor shall account to the trustee for any surplus over the balance due which may be realized upon foreclosure.

Name of Creditor: FLORENCE L. STONE

Property Released:

Beginning at the Southwest corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence running East 264 feet; thence North 165 feet; thence West 264 feet; thence South 165 feet to the place of beginning.

DATED: January 2, 1990.

James H. Rubin  
Trustee

See attached copy of Estoppel Deed  
Debtor/Debtor's Attorney\*

\*The debtor or attorney's signature  
may be required by the trustee.

750 (1/28/85)

OK

## ESTOPPEL DEED

2557



**THIS INDENTURE** between TERESA G. SHELPI, who took title as Teresa G. Gonzalez hereinafter called the first party, and FLORENCE L. STONE hereinafter called the second party; **WITNESSETH:**

Whereas, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinafter named, in book/reel/volume No. M-87 at page 1603 thereof or as fee/tile/instrument/microfilm/reception No. 70950 (state which), reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$ 51,861.09, the same being now in default and said mortgage or trust deed being now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request.

**NOW, THEREFORE**, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by said mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and assigns, all of the following described real property situate in KLAMATH County, State of OREGON, to-wit:

Beginning at the Southwest corner of the NE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section 12, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence running East 264 feet; thence North 165 feet; thence West 264 feet; thence South 165 feet to the place of beginning.

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

(CONTINUED ON REVERSE SIDE)

Teresa G. Shelp, fka Teresa G. Gonzalez

GRANTOR'S NAME AND ADDRESS

Florence L. Stone, c/o Neal G. Buchanan  
601 Main Street, Ste. 201  
Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:  
Neal G. Buchanan, Attorney at Law  
601 Main Street, Ste. 215  
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Florence L. Stone  
P.O. Box 14  
Adin, CA 96006

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/tile/instrument/microfilm/reception No. \_\_\_\_\_, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_ Deputy

SPACE RESERVED  
FOR  
RECORDER'S USE

**TO HAVE AND TO HOLD** the same unto said second party, his heirs, successors and assigns forever.

And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of incumbrances except said mortgage or trust deed and further except NONE OTHER

that the first party will warrant and forever defend 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; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said premises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the second party, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE

⓪ However, the actual consideration consists of or includes other property or value given or promised which is ~~XXXXXX~~ consideration (indicate which) ⓪ being in lieu of foreclosure the whole

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

**IN WITNESS WHEREOF**, the first party above named has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Dated 6 DECEMBER, 19 89

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Teresa G. Shelp  
TERESA G. SHELPS; fka Teresa G. Gonzalez

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

STATE OF OREGON, CALIFORNIA

(ORS 194.570)

County of MONTEREY } ss.

The foregoing instrument was acknowledged before me this 6 DECEMBER, 19 89, by

Teresa G. Shelp

Teresa G. Shelp

(SEAL)

Notary Public for  
California  
My commission expires: 16 AUG 91

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this

, 19\_\_\_\_, by

\_\_\_\_\_, president, and by

\_\_\_\_\_, secretary of

\_\_\_\_\_, corporation, on behalf of the corporation.

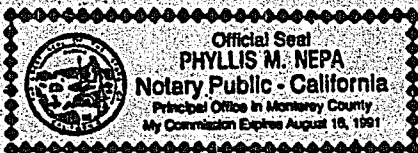
Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation, affix corporate seal)

NOTE—The sentence between the symbols ⓪, if not applicable, should be deleted. See ORS 93.030.



2559



## AFFIDAVIT OF MAILING AMENDED TRUSTEE'S NOTICE OF SALE

(after release from stay)

STATE OF OREGON, County of Klamath, ss:I, NEAL G. BUCHANAN,

being first duly sworn, depose, and say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached Amended Trustee's Notice of Sale by mailing a copy thereof by registered or certified mail to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

NAME

ADDRESS

James W. Nelson, Trustee in Bankruptcy  
for Teresa G. Shelp, aka Teresa Gonzales

17561 Vierra Canyon Road, #7  
Salinas, CA 93907-3310

Teresa G. Shelp, aka Teresa Gonzales  
c/o Attorney Richard T. Wilsdon

2100 Garden Road, #A-207  
Monterey, CA 93940-5316

Rodrigo R. Gonzalez

2919 Orindale Road  
Klamath Falls, OR 97601

AND

4460 Vrain Street  
Denver, Colorado 80212

Said Amended Trustee's Notice of Sale was given in compliance with ORS 86.755(6), within 30 days after release from a stay of the foreclosure proceedings, and the above named persons include all of those persons listed in ORS 86.740 and ORS 86.750(1).

Each of the notices so mailed was certified to be a true copy of the original notice of sale by.....

NEAL G. BUCHANAN, attorney for the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on January 5, 1990, which was within 30 days after release from a stay of the foreclosure proceeding set forth therein.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

Neal G. Buchanan  
NEAL G. BUCHANAN, Successor Trustee

Subscribed and sworn to before me this 5 day of January, 1990.

(SEAL)

VIVIENNE I. HUSTEAD  
NOTARY PUBLIC-OREGON

Vivienne I. Hustead  
Notary Public for Oregon.

My commission expires 4/11/93.

NOTE: My Commission Expires.....  
An original amended notice of the sale, bearing the trustee's actual signature, should be attached to the foregoing affidavit.

**AFFIDAVIT OF MAILING  
AMENDED TRUSTEE'S NOTICE OF SALE**  
(after release from stay)

Re: Trust Deed From

RODRIGO R. GONZALEZ, JR.,  
and TERESA G. GONZALEZ  
Grantor

to

ASPEN TITLE & ESCROW, INC.  
Trustee

AFTER RECORDING RETURN TO

NEAL G. BUCHANAN  
Attorney at Law  
601 Main St. Suite 215  
Klamath Falls, OR 97601

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 6th day of Feb., 1990, at 4:46 o'clock P.M., and recorded in book/reel/volume No. M90 on page 2554 or as fee/file/instrument/microfilm/reception No. 11082, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By Pauline Mullendore Deputy

Fee \$33.00