

21052  
45743

TRUSTEE'S NOTICE OF DEFAULT  
AND ELECTION TO SELL AND OF SALE

Vol. m90 Page 20092

Vol. m92 Page 12157

Reference is made to that Trust Deed wherein Larry D. Batsell as to an undivided 1/2 interest and Richard R. Batsell as to an undivided 1/2 interest (Batsell Brothers), is Grantor; Klamath County Title Company, is Trustee; and Asphalt Construction Company, is Beneficiary, recorded in Official/Microfilm Records, Vol. M87, Page 23274, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon:

(see reverse side for description)

No action is pending to recover any part of the debt secured by the trust deed.

The obligation secured by the trust deed is in default because the grantor has failed to pay the following:

\$10,253.25 due December 31, 1988, and a like payment due on the 31st day of each December thereafter until fully paid.

The sum owing on the obligation secured by the trust deed is:

\$63,000.00, plus interest from January 1, 1988,

plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

Beneficiary has and does elect to sell the property to satisfy the obligation pursuant to ORS 86.705 to 86.795.

The property will be sold as provided by law on February 13, 1991, at 10:00 o'clock A.m. based on standard of time established by ORS 187.110 at Room 301, 540 Main Street, Klamath Falls, Klamath County, Oregon.

Interested persons are notified of the right under ORS 86.753 to have this proceeding dismissed and the trust deed reinstated by payment of the entire amount then due, other than such portion as would not then be due had no default occurred, together with costs, trustee's and attorney's fees, and by curing any other default complained of in this Notice, at any time prior to five days before the date last set for sale.

Dated: October 4, 1990.

William L. Sisemore Successor Trustee

STATE OF OREGON, County of Klamath ss  
The foregoing was acknowledged before me on October 4, 1990 by William L. Sisemore.

Cover M. Farney Notary Public for Oregon — My Commission Expires: Feb 5, 1990

Certified to be a true copy:

Attorney for Trustee

STATE OF OREGON, County of Klamath ss  
Filed for record on October, 1990 at        o'clock        m.  
and recorded in M90 page        of mortgages.

       Klamath County Clerk by       , Deputy

After recording return to:

William L. Sisemore  
540 Main St., #301  
Klamath Falls, OR 97601

44  
#10000

12158

20093

The following described real property situate in Klamath County, Oregon:

A parcel of land situated in Lot 5, Section 25, Township 37 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at an iron rod monument on the Westerly right of way line of Shady Pine Road which bears S. 05°01'49" W. a distance of 1,335.29 feet from the brass cap monument marking the Northeast corner of said Section 25; said beginning point being the Southeasterly corner of parcel described in Volume M86 page 15572, Deed records of Klamath County, Oregon; thence Southeasterly along the Westerly line of Shady Pine Road to its intersection with the East line of said Section 25; thence S. 01°17' W. 5.0 feet, more or less, to the meander corner; thence S. 0°33' W. along the East line of said Section 25 a distance of 460.6 feet; thence West 466.6 feet, more or less, to a point on the Easterly right of way line of the relocated Dalles-California Highway; as the same is presently located and constructed; thence Northerly along said right of way line to the Southwest corner of parcel described in Volume M86 page 15572; Deed records of Klamath County, Oregon; thence N. 87°54' E. along the South line of said parcel a distance of 374.83 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of a strip of land 25 feet in width that lies within the above described property, said strip is described in Volume 128 page 279 Deed records of Klamath County, Oregon, and shown on record of survey No. 1545.

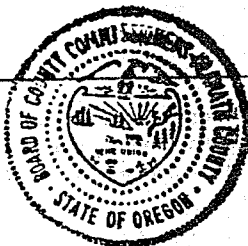
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Wm. L. Sisemore the 4th day  
of Oct. A.D., 19 90 at 11:47 o'clock A M., and duly recorded in Vol. M90,  
of Mortgages on Page 20092.

Evelyn Biehn - County Clerk

By Evelyn Biehn

FEE \$13.00



INDEXED

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William L. Sisemore  
 Attorney at Law  
 540 Main St., #301  
 Klamath Falls, OR 97601-6067  
 Telephone: (503) 882-7229

U.S. BANKRUPTCY COURT  
 DISTRICT OF OREGON  
 FILED

MAR 10 1992

Attorney for Asphalt Construction Company

TERENCE H. DUNN, CLERK  
 BY \_\_\_\_\_ DEPUTY

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

In re:

RICHARD R. BATSELL and LARRY D.  
 BATSELL, a partnership,

Debtors.

: Case NO. 690-63762  
 : substantively consolidated  
 : in Case No. 690-62348-R7  
 :  
 : ORDER FOR RELIEF FROM AUTOMATIC STAY

THIS MATTER having come before the Court upon the Motion for Relief from Automatic Stay filed by Asphalt Construction Company on or about November 26, 1991, concerning a parcel of real property which secured a promissory note dated December 31, 1987, in the amount of \$63,000.00; the Trustee having objected to movant's request for relief from automatic stay and upon further investigation the Trustee has determined that the estate does not appear to have any equity in the property at issue and the Trustee and movant having entered into a stipulated order regarding motion for relief from stay, the Trustee has filed Notice of Intent to Abandon Property; no objections have been filed to the Notice of Intent to Abandon Property,

NOW, THEREFORE, IT IS HEREBY ORDERED that the automatic stay provided by Chapter 11 USC Section 362 is hereby terminated as to Asphalt Construction Company and Asphalt Construction Company may continue to foreclose its trust deed

Order for Relief from Automatic Stay - Page 1.

WILLIAM L. SISEMORE  
 Attorney at Law  
 540 Main Street  
 KLAMATH FALLS, ORE.  
 97601

503/882-7229  
 O.S.B. #70133

1 against the property described on Exhibit A attached hereto which was started by  
2 Trustee's Notice of Default and Election to Sell and of Sale on October 4, 1990.

3 Dated this \_\_\_\_ day of February, 1992.

4 /s/ Albert E. Radcliffe  
Bankruptcy Judge

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25 Order for Relief from Automatic Stay - Page 2.

Val. No. Page 23274

**as Beneficiary.**

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

See attached Exhibit A

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTY THREE THOUSAND AND NO/100

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable December 31 1997.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees with

1. To protect, preserve and maintain said property in good condition and repair; and to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, decrees, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financial documents pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by listing offices or searching agencies as may be deemed desirable by the beneficiary.

**INSURABLE VALUE**

Notwithstanding anything herein contained to the contrary, if the grantor shall fail for any reason to procure any such insurance and be unable to do so at or before the expiration of the term of the policy, then the benefit of any policy of insurance now or hereafter placed on said buildings, the beneficiary may prosecute the same at grantor's expense.

The beneficiary shall have no claim against the estate of the grantor in any event upon any indebtedness secured hereby and in each case as beneficiary may determine, or at any time thereafter, he may elect to be satisfied by cash or value or other proceeds returned to grantor; such application of release shall not constitute a discharge of the obligation of the beneficiary.

not be deemed to be such notice. The bond from construction lines shall be paid all taxes, assessments and other charges that may be levied or assessed upon the property against said property before any part and promptly deliver receipts therefor. The bond shall be deemed to be such notice if the bond is not paid by the contractor, or beneficiary should the general fail to make payment of any taxes, assessments, or other charges that may be levied or assessed upon the property, or if by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may at its option make payment therefor. The contractor shall be deemed to have notice of the obligation to pay taxes, assessments, together with the obligations described in paragraphs 6 and 7 of this trust agreement, should the contractor fail to make payment of any taxes, assessments, or other charges, without written or any other writing from benefit of any of the covenants herein and for such payments, with interest as aforesaid, the property shall be deemed to be such notice. The contractor shall be deemed to have notice if it is stated that there are bonds for the payment of the obligation herein described and the contractor fails to make payment of any taxes, assessments, or other charges, and the nonpayment thereof shall, at the option of the beneficiary, render all sums owing by this trust due immediately due and payable and the contractor shall be deemed to have notice of the obligation herein described.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in entering this obligation and trustee's and attorney's fees actually incurred.

lost actually insured. T. to appeal. T. and defend any action or proceeding purporting to affect the title or powers of beneficiary of trust and in any suit, action or proceeding in which the beneficiary of trust may appear, including any suit for the enforcement of this deed, he pay all costs and expenses, including reasonable attorney's fees mentioned in this paragraph 7 in all cases shall be liabed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantee further agrees to pay the costs and expenses of the appeal and shall be responsible for the beneficiary's of trust's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said beneficiary shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it be so, to require that all or any portion of the amount payable as compensation for such taking, which are in excess of the amount recovered for any other portion of the property, be paid to beneficiary and applied by it in full upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indemnities received hereby and grantor agrees, at its request, to execute such assignment, and to execute such assignment, promptly upon beneficiary's request.

2. At any time and from time to time upon written request of beneficiary, payment of his loss and prosecution of this deed and the costs for enforcement (in case of full reimbursement, for annuities), without allocating the liability of any person for the payment of the brideprice, trustee may at the option of the beneficiary of said annuities (b) join in

granting any document or creating any restriction thereon (c) join in any subordination of either aforesaid document to the bond or the lien or charge thereon; (d) convey, without warranty, all or any part of the property. The grantee in any conveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fee for any of the

10. Upon any demand by grantor heretofore, hereafter, beneficially may at any time without notice, either in person, by agent or by a receiver to be appointed by a court of competent jurisdiction, cause to be made a full and complete audit of the books and records of the partnership and of the accounts of any partner or partners, and of the business of said partnership at any part thereof, in its own name and of otherwise criticize the same, losses and profits, including those past due and unpaid, and apply the same, loss costs and expenses of operation and collection, including reasonable attorney's fees and disbursements incurred hereby, and in such order as to beneficiary or beneficiaries.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation of awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

18. Upon payment by trustee of any individual secured hereby or by any agreement hereunder, time being of the essence with respect to both payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his discretion may proceed to foreclose the trust deed securing the loan made by the trustee under the trust deed so advertised and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the exercise of its power herein conferred upon it, the trustee shall execute its written notice of default and its election to sell said debt described tool property to satisfy the obligation secured hereby whereupon the trustee shall list the time and place of sale, give notice thereof as required by law, and conduct the same in the manner provided by law. C.A.S. § 6-123; see also C.A.S. § 6-124.

[illegible]

14. *Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale of the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels in question to the highest bidder or bidders, payable at the time and place designated in the notice of sale. It does not appear to be required by law conveying the property to said, but without any assurance or warranty, express or implied. The trustee in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, receiving the money, but including*

11. When Transacts sells pursuant to the powers provided herein, Transacts shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Transacts and a reasonable charge by Transacts attorney, (2) to the obligation incurred by the trust deed, (3) to all amounts having priority over the obligations of the trust deed, (4) to the obligations of the trust deed and (5) the balance may appear in the order of their priority and the trust deed, in any, to the grantor or to his successors in interest entitled to such surplus.

16. Beneficiary may bring it to time against a trustee or successor to a trust named herein or to any subsequent trustee appointed hereunder. Upon such appointment, and without concurrence to the success-  
 tration, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Endowed by beneficiaries  
 and substituted beneficiaries, the said trust instrument shall be binding upon  
 which the property is situated, shall be conclusive proof of proper appointment  
 of the successor trustee.

17. Trustee accepts this deed when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party having a pending sale under any other deed trust or of any action or proceeding in which grantor, beneficiary or trust shall be a party within such notice or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to issue bonds to the property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or a responsible licensed under ORS 646.005 to 646.125

The grantor covenants, agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:  
(a) primarily for grantor's personal, family or household purposes (see Important Notice below),  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In executing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a resident of this state, the beneficiary MUST comply with the Act and Regulations by making required disclosures (for this purpose use Stevens-Hess Form No. 1319, or equivalent). If compliance with the Act is not required, disregard this notice.

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

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on December 23, 1987, by Larry D. Batsell and Richard R. Batsell.  
Notary Public for Oregon  
(SEAL) My commission expires 6-21-88

STATE OF OREGON,

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_

Notary Public for Oregon  
(SEAL) My commission expires \_\_\_\_\_

# REQUIREMENT FOR FULL RECONVITANCE

To be used only when all obligations have been paid.

TO:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Full reconveyance and documents to

DATED: \_\_\_\_\_ 19\_\_\_\_

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

## TRUST DEED

(FORM No. 811)

STEVENS-HESS LAW FIRM, P.C., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO

KCTC

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_

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/life/instrument/microfilm/reception No. \_\_\_\_\_. Record of Mortgages of said County.

Witness my hand and seal of County, allixed.

NAME TITLE  
By \_\_\_\_\_ Deputy

EXHIBIT A-  
Page 2 of 3

23276

Order No. K-40231

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A parcel of land situated in Lot 5, Section 25, Township 37 South, Range 8 East, of the Willamette Meridian, described as follows:

Beginning at an iron rod monument on the Westerly right of way line of Shady Pine Road which bears S. 05°01'49" W. a distance of 1,335.29 feet from the brass cap monument marking the Northeast corner of said Section 25; said beginning point being the Southeasterly corner of parcel described in Volume M86 page 15572, Deed records of Klamath County, Oregon; thence Southeasterly along the Westerly line of Shady Pine Road to its intersection with the East line of said Section 25; thence S. 01°17' W. 5.0 feet, more or less, to the meander corner; thence S. 0°33' W. along the East line of said Section 25 a distance of 460.6 feet; thence West 466.6 feet, more or less, to a point on the Easterly right of way line of the relocated Dallas-California Highway; as the same is presently located and constructed; thence Northerly along said right of way line to the Southwest corner of parcel described in Volume M86 page 15572; Deed records of Klamath County, Oregon; thence N. 87°54' E. along the South line of said parcel a distance of 374.83 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of a strip of land 25 feet in width that lies within the above described property, said strip is described in Volume 128 page 279 Deed records of Klamath County, Oregon, and shown on record of survey No. 1545.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 31 day  
of DEC A.D. 1987 at 2:37 o'clock P. M., and duly recorded in Vol. M 87  
of 23274 mortgages  
by County Clerk John A. Hatch

FEE 15.00

INDEXED

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CERTIFICATE OF MAILING

I hereby certify that I am attorney for Asphalt Construction Company in the within-entitled cause; I served the within and foregoing Order for Relief from Stay on:

Richard R. Batsell  
10403 Wildwood Lane  
Klamath Falls, OR 97603

Larry D. Batsell  
13030 Lisa Road  
Klamath Falls, OR 97603

Carolyn G. Wade  
McGavie & Boyd, P. C.  
700 Lawrence Street  
Eugene, OR 97401-2545

Debra E. Posen  
Harrang, Long, Watkinson,  
Arnold & Laird, P. C.  
P.O. Box 11620  
Eugene, OR 97440

Ronald R. Sticka  
1257 High Street  
Eugene, OR 97401

Bruce Huffman  
Attorney at Law  
409 Pine Street  
Klamath Falls, OR 97601

Paul J. Garrick  
U. S. Trustee  
Suite 500  
44 W. Broadway  
Eugene, OR 97401

Ronald C. Becker  
Herschner, Hunter, Moulton,  
Andrews & Neill  
P.O. Box 1475  
Eugene, OR 97440

Certificate of Mailing - Page 1.



1                   Wilson Muhlheim  
2                   Harrang, Long, et al.  
3                   101 East Broadway, Suite 400  
                  Eugene, OR 97401

4       in Klamath County, Oregon, on the 10 day of February, 1992, by placing a true  
5       and correct copy thereof, duly certified as such copy by me, as such attorney,  
6       in a sealed envelope plainly addressed to the above-named persons at their  
      respective addresses, with postage fully prepaid, and deposited the same in the  
      U. S. Mail at Klamath Falls, Oregon.

7                   William L. Sisemore  
8                   William L. Sisemore,  
9                   Attorney for Asphalt Construction Company  
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Certificate of Mailing - Page 2.

Affidavit of Publication

STATE OF OREGON,  
COUNTY OF KLAMATH

I, Deanna Azevedo, Office Manager  
being first duly sworn, depose and say that  
I am the principal clerk of the publisher of  
the Herald and News

a newspaper of general circulation, as  
defined by Chapter 193 ORS, printed and  
published at Klamath Falls in the  
aforesaid county and state; that the \_\_\_\_\_

LEGAL # 2100  
TRUSTEE'S NOTICE OF DEFAULT  
ASPHALT CONSTRUCTION COMPANY VS.  
BATSELL

a printed copy of which is hereto annexed,  
was published in the entire issue of said  
newspaper for FOUR

( 4 insertions) in the following issues: \_\_\_\_\_  
OCTOBER 12, 1990  
OCTOBER 19, 1990  
OCTOBER 26, 1990  
NOVEMBER 2, 1990

Total Cost: \$233.04  
Deanna Azevedo

Subscribed and sworn to before me this 2ND  
day of NOVEMBER, 19 90  
[Signature]  
Notary Public of Oregon  
My commission expires Jan 15 94

TRUSTEE'S NOTICE OF DEFAULT  
AND ELECTION TO SELL  
(COP AND OF SALE E)  
Reference is made to that Trust Deed wherein  
Larry D. Batzell as to an undivided 1/2 interest  
and Richard R. Batzell as to an undivided 1/2 in-  
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in Official/Microfilm Records, Vol. M87, Page  
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Deed records of Klamath County, Oregon;  
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line of said Section 25; thence S. 01°17' W. 5.0  
feet, more or less, to the meander corner; thence  
S. 09°33' W. along the East line of said Section 25 a  
distance of 460.6 feet; thence West 466.6 feet,  
more or less, to a point on the Easterly right of  
way line of the relocated Dalles-California  
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The property will be sold as provided by law on  
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standard of time established by ORS 187.110 at  
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and the trust deed reinstated by payment of the  
entire amount then due, other than such portion  
as would not then be due had no default oc-  
curred, together with costs, trustee's and at-  
torney's fees, and by curing any other default  
complained of in this Notice, at any time prior to  
five days before the date last set for sale.  
Dated: October 3, 1990.  
/s/ William L. Sisemore, Successor Trustee  
#2100 Oct. 12, 19, 26, Nov. 2, 1990

12167

SHERIFF'S RETURN OF SERVICE

State of Oregon       )  
County of Klamath    )  
                                    Court Case No.  
                                    Sheriff's Case No. 903488-01  
                                    Received for Service 10/04/90

I hereby certify that I received for service on  
LARRY                   D BATSELL

the within:

TRUSTEE'S NOTICE OF SALE

See attached page if Other Process Served if marked [ ]

LARRY                   D BATSELL  
was served personally and in person at  
2300 S 6TH ST  
KLAMATH FALLS                   , OR on 10/08/90 at 10:00 hours.

All search and service was made within Klamath County,  
State of Oregon.

Carl R. Burkhart, Sheriff  
Klamath County, Oregon

By

  
MOCABEE, NORMAN

Copy To:

SIEMORE                   , WILLIAM                   L  
540 MAIN  
KLAMATH FALLS           OR 97601

## SHERIFF'S RETURN OF SERVICE

State of Oregon        )        Court Case No.  
County of Klamath    )        Sheriff's Case No. 903488-02  
                         Received for Service 10/04/90

I hereby certify that I received for service on  
RICHARD                R BATSELL

the within:

TRUSTEE'S NOTICE OF SALE

See attached page if Other Process Served if marked [ ]

RICHARD                R BATSELL  
was served personally and in person at  
2300 S 6TH ST  
KLAMATH FALLS                , OR on 10/08/90 at 10:00 hours.

All search and service was made within Klamath County,  
State of Oregon.

Carl R. Burkhart, Sheriff  
Klamath County, Oregon

By 

MOCALEE, NORMAN

Copy To:

SIEMORE                , WILLIAM                L  
340 MAIN  
KLAMATH FALLS                OR 97601

12169

NON-JUDICIAL RELIEF  
FROM THE AUTOMATIC STAY  
OF 11 U.S.C. §362(a)

750 (1/28/85)

23276

Order No. K-40231

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A parcel of land situated in Lot 5, Section 25, Township 37 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at an iron rod monument on the Westerly right of way line of Shady Pine Road which bears S. 05°01'49" W. a distance of 1,335.29 feet from the brass cap monument marking the Northeast corner of said Section 25; said beginning point being the Southeasterly corner of parcel described in Volume M86 page 15572, Deed records of Klamath County, Oregon; thence Southeasterly along the Westerly line of Shady Pine Road to its intersection with the East line of said Section 25; thence S. 01°17' W. 5.0 feet, more or less, to the meander corner; thence S. 0°33' W. along the East line of said Section 25 a distance of 460.6 feet; thence West 466.6 feet, more or less, to a point on the Easterly right of way line of the relocated Dalles-California Highway; as the same is presently located and constructed; thence Northerly along said right of way line to the Southwest corner of parcel described in Volume M86 page 15572; Deed records of Klamath County, Oregon; thence N. 87°54' E. along the South line of said parcel a distance of 374.83 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of a strip of land 25 feet in width that lies within the above described property, said strip is described in Volume 128 page 279 Deed records of Klamath County, Oregon, and shown on record of survey No. 1545.

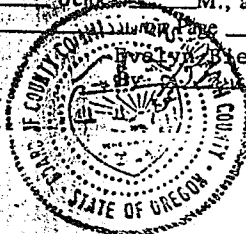
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 31 day  
of Dec A.D., 1987 at 2:37 o'clock P. M., and duly recorded in Vol. M 87  
of mortgages 23274

FEE 15.00

INDEXED

D ✓ ✓



County Clerk

121171

RECEIVED APR 29 1992

## UNITED STATES BANKRUPTCY COURT

## FOR THE DISTRICT OF OREGON

In re: :  
 : Case No. 692-60590-R07  
 RICHARD P. BATSELL and :  
 KATHERINE A. BATSELL, : NON-JUDICIAL RELIEF FROM THE AUTOMATIC  
 : STAY OF 11 U.S.C. §362 (a)  
 Debtors. :

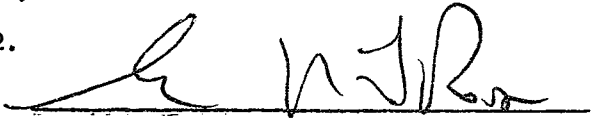
The following creditor has a purchase money security interest or a perfect security interest in the following property; there appears to be no equity in the property for the estate, and the debtors do not object to relief from the stay as to the property; therefore,

The Trustee hereby authorizes non-judicial relief from the automatic stay 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: ASPHALT CONSTRUCTION COMPANY

PROPERTY RELEASED: More particularly described in Exhibit A attached hereto.

Dated: \_\_\_\_\_, 1992.

  
 Eric Roost, Trustee

WILLIAM L. SISEMORE  
 Attorney at Law  
 540 Main Street  
 KLAMATH FALLS, ORE.  
 97601

503/882-7229

O.S.B. #70133

23276

Order No. K-40231

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A parcel of land situated in Lot 5, Section 25, Township 37 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at an iron rod monument on the Westerly right of way line of Shady Pine Road which bears S. 05°01'49" W. a distance of 1,335.29 feet from the brass cap monument marking the Northeast corner of said Section 25; said beginning point being the Southeasterly corner of parcel described in Volume M86 page 15572, Deed records of Klamath County, Oregon; thence Southeasterly along the Westerly line of Shady Pine Road to its intersection with the East line of said Section 25; thence S. 01°17' W. 5.0 feet, more or less, to the meander corner; thence S. 0°33' W. along the East line of said Section 25 a distance of 460.6 feet; thence West 466.6 feet, more or less, to a point on the Easterly right of way line of the relocated Dalles-California Highway; as the same is presently located and constructed; thence Northerly along said right of way line to the Southwest corner of parcel described in Volume M86 page 15572; Deed records of Klamath County, Oregon; thence N. 87°54' E. along the South line of said parcel a distance of 374.83 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of a strip of land 25 feet in width that lies within the above described property, said strip is described in Volume 128 page 279 Deed records of Klamath County, Oregon, and shown on record of survey No. 1545.



OK

12173

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

Reference is made to that certain trust deed made by Larry D. Batsell, as to an undivided 1/2 interest, and Richard R. Batsell, as to an undivided 1/2 interest, as grantor, to Klamath County Title Company, as trustee, in favor of Asphalt Construction Company, as beneficiary, dated December 31, 1987, recorded December 31, 1987, in the mortgage records of Klamath County, Oregon, in book/reel/volume No. M87 at page 23274, ~~the instrument, instrument, instrument~~ (indicate which), covering the following described real property situated in said county and state, to-wit:

More particularly described on Exhibit A attached hereto.

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:

\$10,253.25 due December 31, 1988, and a like payment due on the 31st day of each December thereafter until fully paid.

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:

\$63,000.00, plus interest from January 1, 1988.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on February 13, 1991, at the hour of 10:00 o'clock A.M., in accord with the standard of time established by ORS 187.110, at Room 301, 540 Main St., 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 April 29, 1992.

WHEREFORE, notice hereby is given that the undersigned trustee will on June 5, 1992, at the hour of 10:00 o'clock, A.M., in accord with the standard of time established by ORS 187.110 at Room 301, 540 Main Street in the City of Klamath Falls, County of Klamath, 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 May 14, 1992

*William J. Seaman*

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

Order No. K-40231

DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A parcel of land situated in Lot 5, Section 25, Township 37 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at an iron rod monument on the Westerly right of way line of Shady Pine Road which bears S. 05°01'49" W. a distance of 1,335.29 feet from the brass cap monument marking the Northeast corner of said Section 25; said beginning point being the Southeasterly corner of parcel described in Volume M86 page 15572, Deed records of Klamath County, Oregon; thence Southeasterly along the Westerly line of Shady Pine Road to its intersection with the East line of said Section 25; thence S. 01°17' W. 5.0 feet, more or less, to the meander corner; thence S. 0°33' W. along the East line of said Section 25 a distance of 460.6 feet; thence West 466.6 feet, more or less, to a point on the Easterly right of way line of the relocated Dalles-California Highway; as the same is presently located and constructed; thence Northerly along said right of way line to the Southwest corner of parcel described in Volume M86 page 15572; Deed records of Klamath County, Oregon; thence N. 87°54' E. along the South line of said parcel a distance of 374.83 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion of a strip of land 25 feet in width that lies within the above described property, said strip is described in Volume 128 page 279 Deed records of Klamath County, Oregon, and shown on record of survey No. 1545.

OC

12175

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

(after release from stay)

STATE OF OREGON, County of.....Klamath....., ss:

I, William L. Sisemore, 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

Larry D. Batsell	13030 Lisa Rd., Klamath Falls, OR 97603
Richard R. Batsell	10403 Wildwood Lane, Klamath Falls, OR 97603
Thomas A. Huntsberger, Trustee	870 West Centennial Blvd., Springfield, OR 97477-2855
Eric Roost, Trustee	1280 Pearl St., Eugene, OR 97401-3540
Ronald C. Becker, Attorney at Law	P. O. Box 1475, Eugene, OR 97440
Ronald R. Sticka	1257 High St., Eugene, OR 97401
Paul J. Garrick, U.S. Trustee	44 W. Broadway, Suite 500, Eugene, OR 97401
Robert A. Stewart	Klamath Pacific Corp., 2918 Edison Ave., Klamath Falls, OR 97603

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.....

William L. Sisemore, 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 May 15, 1992, 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.

Subscribed and sworn to before me this 15<sup>th</sup> day of May, 1992.

(SEAL)

Gloria M. Foley  
Notary Public for Oregon.

My commission expires 2-5-93

NOTE: 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

Grantor

to

Trustee

AFTER RECORDING RETURN TO

William L. Sisemore  
540 Main St.,  
Klamath Falls, OR 97601

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

STATE OF OREGON,  
County of Klamath } ss.

I certify that the within instrument was received for record on the 5<sup>th</sup> day of June, 1992, at 9:49 o'clock A.M., and recorded in book/reel/volume No. M92 on page 12157 or as fee/file/instrument/microfilm/reception No. 45743, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk  
NAME TITLE

By D. Andrew M. Mulholland Deputy

Fee \$100.00