RUSTEE'S NOTICE OF SALE VOLMENT RUSTEES NOTICE OF SALE Montgomery Trucking Aspen Title & Escrow, Inc. but with full rights of survivorship, as grantor, as trust or of Bruce A. Kielsmeier and Nora B. Kielsmeier, not as tenants in common 4. as trust of dated January 20 Klamath	OT 67250	
and ed. Using y 20 Joint and the function of the set	Reference	COPYRIGHT 1988 STEVENS.NESS LAW PUB. CO
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Diver to convey at the time of the execution by him of the said trust deed, together with any interest which the execution of said trust deed, together with any interest which the principal as would not then be due had no default for endering the mance required under the offst and attorney's fees not exceeds and expenses and expenses at an expenses attorney at the first deed, together with any other default complained of therein that any time prior to five days before the beneficiary that to any other default complained of therein that any time prior to five days before the date last set for encoded, together with trustee's and expenses and expenses at and expenses at any time prior to five days before the date last set for encoded under the obligation or trust deed, and in addition to paying said sums or tendering the perior. In construing this notice, the masculine gender includes and expenses actually incurred in enforcing the position of the principal as would not then be due had no default. The construing this notice, the masculine gender includes the ferminine and the neuter, the singular includes the said trust deed, and the enter as words "trustee" and "pendering the obligation any the performance of which is secured by said trust deed, and the enter as words of the entering the obligation at the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation and the secures to the grantor as well as any other person owing an obligation or trust deed, and the words "trustee" and "heneficiary" includes the secure of which is secured by said trust deed, and the enter as any other person owing an obligation and the performance of which is secured by said trust deed, and the words "trustee" and "heneficiary" includes the obligation or trust deed, and the enter as words of the enter, the singular includes the obligation or trust deed, and the enter as any other person owing an obligation of the principal as any other person owing an obligation oreceasers in in	With Street Suite 215	K.M. in prosent trustee will on South the obligation the
antor or his successors in interest and the interest in the said described real property which the grantor had or had be reedy secured and the costs and expenses of sale, including a reasonable charge by the foregoing obligations which the grantor had or had that any person named in ORS 86.753 has the right, at any time prior to five days before the date the solution of said trust deed, to get the vertex. Notice is further than such portion of the principal as would not then be due had no default complained of the exceeding the therein that is capable of being cured by the foregoing obligations which the obligation or trust deed, to get the vertex days before the date last set for mance required under the obligation or trust deed, and the trust deed reinstated by payment to the beneficiary trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said no default. Complained of herein that is capable of being cured by tendering the performance of which is secured by said trust deed, and the neuter, the singular includes any successor in interest to the grantor as well as any other person only said trust deed, and the neuter, the singular includes the secure by said trust deed, and the neuter, the singular includes the secure by said trust deed, and the neuter, the singular includes the secure by said trust deed, and the neuter, the singular includes the secure by said trust deed, and the neuter, the singular includes the secure by said trust deed, and the neuter, the singular includes the secure by said trust deed, and the neuter includes any successor in interest to the grantor as well as my other person owing an obligation of the secure by said trust deed, and the neuter, the singular includes the secure by any other default. Secure by any successor in interest is any. The undersigned, certify that I am the attorney or one of the attorneys for the above named trustee and that the secure of sale. Attorneys is notice of sale.	action to the hist	it Interstate Bank Builder of time established in 19.93
ereby secured and the costs and expenses of sale, including a reasonable charge by the trustee which the grantor had or had or had any person named in ORS 86.733 has the right, at any time prior to five days before the date last set for the entire amount then due (other than such portion of the principal as would not then be due had no default complained of here in that is capable of being curred by tendering the performance of which is secured by sale trots deed, and in addition to paying said sums or thedering the performance of which is secured by sale trots deed, and in addition to paying said sums or the default. By any secure and the most the most the maculing any other the said trust deed is a secure by payment to the beneficiary of the costs and expenses of sale. Secure the default, by paying all costs and expenses actually incurred in entorcing the obligation or trust deed, and in addition to paying said sums or tendering the performance of which is secured by said trust deed, and the amount sprovided by said ORS 86.733. The word "grantor" includes any suities of the grantor and attorney's fees not exceeding the amounts provided by said ORS 86.733. The words "trustee" and "the said trust deed, and the said trust deed is any tother person owing an obligation or trust deed, and the amount sprovided by said ORS 86.733. The words "trustee" in interest, if any. DATED	convey at the start cash the	interest of
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cgoing is a copy to be served pursuant to 40 or ORS 86.750(1), fill in opposite and address of party to be served. SERVE:		
and address of party to be served.	egoing is a copy to be served	Attorney for said T
y to be served.	and address of party to the pursuant to	SERVE:
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of the Trust Deed, together with trustee's and attorney's fees, as provided by paragraph 13 of the Trust Deed. meets for a second state the

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restant de substate Miller, en la servicie de la substate des sols de la sola de la sola de la sola de la sola La substate de la substate des sols anderes des sols des sols de la sola de la sola de la sola de la sola de la Astronomia de la substate de la substate de la substate de la substate de la sola de la sola de la sola de la s

FORM No. 1169—AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE—Oregon Trust Deed Series. COPYRIGHT 1989 STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 9720 22111 AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE STATE OF OREGON, County of _____Klamath_____, ss: Neal G. Buchanan I, 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 beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice. I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit: King Arthur Montgomery dba Montgomery Trucking ADDRESS 240 Spring Street Klamath Falls, Oregon 97601 King Arthur Montgomery dba Montgomery Trucking 967 Bluebell San Luis Obispo, CA 93401 Lawrence Montgomery 2-3850 E. Cliff Drive Santa Cruz, CA 95062 Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any 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 person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after the notice of default As used herein, the singular includes the plural, trustee includes successor trusted, and person includes corpo-and any other legal or commercial entity. ration and any other legal or commercial entity. NEAL G. BUCHANAN (SEAL) Marsha, Cabene COMMISSION NO. 010787 MY COMMISSION EXPIRES NOV. 07, 1995 Intern Public for Oregon. My commission expires 11-7.95 * More than one form of affidavit may be used when the parties are numerous or when the mailing is done on more than one date. PUBLISHER'S NOTE: An original notice of the sale, bearing the trustee's actual signature, should be attached to the foregoing allidavit. AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE STATE OF OREGON, RE: Trust Deed from I certify that the within instrument King Arthur Montgomery dba was received for record on the day Montgomery Trucking of, 19....., IDON'T USE THIS Grantor SPACE: RESERVED in book/reel/volume No. on FOR RECORDING Aspen Title & Escrow, Inc. LABEL IN COUN. page on as fee/file/instru-(Neal G. Buchanan as Successor) TIES WHERE ment/microfilm/reception No....., USED.) Record of Mortgages of said County. Trustee Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. Neal G. Buchanan 601 Main Street, Suite 215 Klamath Falls, Oregon 97601 -----TITLE

P.a

By Deputy

FORM No. 1172-TRUSTEE'S AFFIDAVIT AS TO NON-OCCUPA	NCY-Oregon Trust Deed Series.	STEVENS-NESS LAW PUB. CO., PORTLAND, OR. 97204
œ		22112
TRUSTE	E'S AFFIDAVIT AS TO NON-	
STATE OF OREGON,)	
County ofKlamath	> ss.	
	J	
I, Neal G. Buchanan		
being first duly sworn, depose, say and cer	tify that:	
King Arthur Montgomery dba Mon	ntgomery Trucking	nat certain trust deed executed and delivered by as grantor
to Aspen Title & Escrow, Inc.	Nora B. Kielsmeier n	as trustee, **
'Alght's of survivorship, is beneficiary, recorded on	cy24, 19.92., in the	as grantor as trustee,** Dt as tenants in common, but with ful mortgage records ofKlamath
County, Oregon, in book/reel/volume lyo.		or as fee fite /instrument immediated
tion No40178 (indicate which), co	Block 2 DAILDOAD AN	real property situated in said county: DDITION TO THE CITY OF KLAMATH FALLS,
in the County of Klamath, Stat	te of Oregon.	JUITION TO THE CITY OF KLAMATH FALLS,
CODE 1 MAP 3809-33BB TL 1000		
***By Appointment of Successor	a Thuston dated Annil 1	
page 7998, Neal G. Buchanar	, attorney at law, was	15, 1993 and recorded in Vol. M93, appointed as Successor Trustee.
	(1997년) (1997년) (1997년) 1997년 - 대한국 제품 (1997년)	
Annil	20	
The word "trustee' as used in this	affidavit means any success	above described real property was not occupied.
first mentioned above.	Alial	O Kup banan
	NEAL G. BI	JCHANAN Successor Trustee
Subscribed swarp to and colonyly	added had any this 29+	bday ofApril 1993
		•
OFFICIAL SEAL MARSHA COBINE		Notary Public for Oregon
(SEAL) NOTARY PUBLIC - ORE COMMISSION NO. 010 MY COMMISSION EXPIRES NOV.	707	sion expires: 11-17-95
	.07, 1995 My Commis	sion expires: //////
TRUSTEE'S AFFIDAVIT	an an an Anna a Anna an Anna an	STATE OF OREGON,
As TO NON-OCCUPANCY		County of
RE: Trust Deed from King Arthur Montgomery dba		was received for record on the day
Montgomery Trucking		of, 19, at
to	(DON'T USE THIS SPACE; RESERVED	in book/reel/volume No on
Aspen Title & Escrow, Inc. (Neal G. Buchanan as Successor)	FOR RECORDING LABEL IN COUNTIES	pageor as fee/file/instru- ment/microfilm/reception No
		Record of Mortgages of said County.
AFTER RECORDING RETURN TO		Witness my hand and seal of County affixed.
Neal G. Buchanan 601 Main Street, Suite 215		
Klamath Falls, Oregon 97601		NAME
		ByQeputy



Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

1, Sarah Parsons, 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 #5600

TRUSTEE'S NOTICE OF SALE

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

FOUR

<u>4</u> insertions) in the following issues: JULY 2, 9, 16, 23, 1993

Total Cost:	\$632.32		
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*****	WWWWWWWWWWWWWWWWWWWWWWWWWWWWW	TORNE CA

STATE OF OREGON: COUNTY OF KLAMATH:

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trustideed made by King Arthur Montgomery dba Montgomery Trucking, as grantor, to Aspen Title & Escrow, Inc. **** but with full rights of survivorship as the elev in favor of Bruce A. Kleisme ier and Nora B. Kleismeler, not as tenants in common as beneficiary dated January 24, 1992, in the mortgage January 24, 1992, in the mortgage for, in volume No. M92 at page covering the following described real property situated in said coun-ty and state, to with Bolck 2, RAILROAD ADDITION TO THE CITY OF KLAMATH Yey at the time of the execution by him of the said de-scribed real property which the scribed real property stributed in scribed real property which the scribed real property stributed in scribed real property which the scribed real property stributed in scribed real property which the scribed real property stributed in scribed real property which the scribed real property stributed in scribed real property which the scribed real property stributed in scribed real property which the scribed real property stributed in scribed real property which the scribed real propert ty and state, to with an and county ty and state, to with an and county block 2, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath. State of Oregon.

Code 1 Map 3809-33BB TL 1000

***By Appointment of Successor Trustee dated April 15, 1993 and recorded in Vol. M93, page 7998. Neal G. Buchanan, attorney at law, was appointed Successor Trustee.

Both the beneficiary and the trus.) tee have elected to sell the said real property to satisfy the obliga-tions secured by said trust deed and a notice of default has been recorded pursuant to Oregon Re-vised Statutes 86.735(3); the de-fault for which the foreclosure is fault for which the foreclosure is made is grantor's failure to pay when due the following sums:

monthly payment due the 24th day of January, 1993 in the sum of S436.12, together with the monthly s436.12, together with the monthly payment in a like amount due and every month thereafter; failure to pay when due the installment on the real property taxes due Febru-ary 15, 1993; failure to maintain fire and other hazard insurance on the premises as required by para-graph 4 of the 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: 1. Unpaid balance of Promissory Note in the sum of

\$31,122.39, together with interest on said sum at the rate of 10% per annum from December 21, 1992 until paid; 2. Real property taxes now due; 3. Reimbursement for live and other hazard insurance place on the premises at bene-ficiaries' expense in the sum of \$992.51, 42 All costs and expenses

Reference is made to that certain actually incurred in enforcing the actually incurred in enforcing the obligation of the Trust Deed, to-gether, with trustee's and attor-ney's fees, as provided by para-graph 13 of the Trust Deed.

yey 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 ac-quired after the execution of said trust deed, to satisfy the foregoing trust deed, to satisfy the toregoing obligations thereby secured and the costs and expenses of sale, in-cluding 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 data 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 entire amount then due (other than such portion of the principal as would not then be due had no de-fault occurred) and by curing any other default complained of herein that is capable of being cured by fendering the performance re-quired under the obligation or trust deed, and in addition to paying said sums or tendering the perfor-mance necessary to cure the de-fault, by paying all costs and ex-penses actually incurred in enforc-ing the obligation and trust deed, to gether with trustee's and attor gether with trustee's and attor-ney'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 in-cludes the plural, the word "gran-tor" includes any successor in intor includes any soccessful in in-terest to the grantor as well as any other person owing an obligation, the performance of which is se-cured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. DATED APRIL 29, 1993 NEAL G. BUCHANAN Successor Trustee #5600 July 2, 9, 16, 23, 1993

cc: client 9-2-93

SS.

31st Neal G. Buchanan _ the . dav Filed for record at request of _ 2:09 o'clock P_M., and duly recorded in Vol. M93 A.D., 19 93 at _ Aug. of on Page _____22109 Mortgages of Evelyn Biehn · County Clerk By Dauline Mulendare FEE \$30.00