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 2 Hershner, Hunter, Moulton,
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 5 P.O. Box 1475
 6 Eugene, OR 97440
 7 Telephone: (503) 686-8511

8 Of Attorneys for Plaintiff.

9 Return: Mountain Fire Company
 10 222 So 6th St
 11 City 97601

CERTIFIED TO BE A TRUE
 AND COMPLETE COPY OF
 THE ORIGINAL HEREOF.

mwb

U.S. BANKRUPTCY COURT
 DISTRICT OF OREGON
 FILED

JUL 24 1995

TERENCE H. DUNN, CLERK

BY Be DEPUTY

Certified to be a true and correct
 copy of original filed in my office
 Dated: 07-24-95
 Terence H. Dunn, Clerk, U.S. Bankruptcy Court
 By: [Signature] Deputy

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF OREGON

12 In re	)	Case No. 691-60729-R7
13 CLENROE W. DAVIS,	)	
14 Debtor.	)	
15 MICHAEL A. GRASSMUECK, INC.,	)	
16 Trustee,	)	Adversary No. 95-6107aer
17 Plaintiff,	)	
18 vs.	)	
19 LEONA DAVIS; CLETRAC O. DAVIS;	)	
20 CLENROE W. DAVIS; CLEO C. DAVIS,	)	FINAL JUDGMENT AS TO
21 Defendants.	)	MICHAEL A. GRASSMUECK,
	)	INC.

22 Based upon the Order of Default entered against Defendants
 23 Leona Davis, Cletrac O. Davis and Cleo Davis and based upon the
 24 Order of Default entered against Defendant Clenroe W. Davis, and
 25 the court expressly determining that there is no just reason for
 26 delaying entry of a final judgment as to Plaintiff, the court
 directs that final judgment be entered as to Plaintiff.

26 /////

HERSHNER
 HUNTER
 MOULTON
 ANDREWS
 &
 NEILL
 LAW OFFICES

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 Eugene, Oregon 97440
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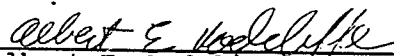
Page 1--FINAL JUDGMENT AS TO MICHAEL A. GRASSMUECK, INC.

1 IT IS HEREBY ORDERED AND ADJUDGED that:

2 (1) The mortgage, attached hereto as Exhibit A, is
3 satisfied and discharged and is ineffective against the
4 real property described in the mortgage and proceeds
5 from the sale of that real property currently held in
6 escrow by Plaintiff.

7 (2) The Plaintiff is authorized to distribute the proceeds
8 to other lienholders without liability to Defendants.

9 DATED this ____ day of July, 1995.

10
11 
12 Albert E. Radcliffe
13 Bankruptcy Judge

14 SUBMITTED BY:

15 HERSHNER, HUNTER, MOULTON
16 ANDREWS & NEILL

17 By


18 Michael W. Bortz, OSB No. 94477
19 Of Attorneys for Plaintiff
20
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26

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39-2-32 7600

SECOND
FORM No. 1—MORTGAGE
EX

9/22/60 (a-250) page 50

THIS INDENTURE, Made this April day of 1965,Between C. M. Davis and Geraldine M. Davis, Husband and Wife,

as mortgagor(s), and C. Lee Davis and/or Faith M. Davis, Husband and
Wife, or the survivor of either,

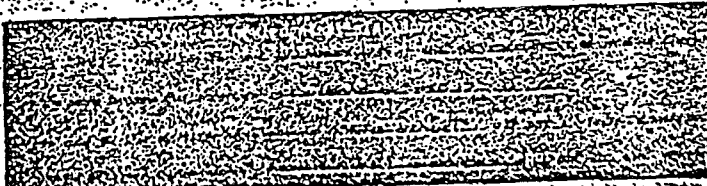
WITNESSETH, That the said mortgagor(s), for and in consideration of the sum of
Five and 00/100 Dollars (\$ 5.00), to them

paid by the said mortgagor(s), do hereby grant, bargain, sell and convey unto the said mortgagee, and
assign those certain premises situated in the County of Klamath, and State of

Oregon, and described as follows:

A tract of land situated in the NW 1/4 of Section 2, Township 39 N,
Range 9 East of the Willamette Meridian more particularly described
as follows:
Beginning at the brass plug marking the West quarter corner of said
Section 2, thence South 0° 13' East along the Westerly line of said
Section 2 a distance of 57 feet; thence North 89° 47' East a distance
of 30 feet to an iron pin on the Easterly Right-of-Way line of Summers
Lane, and the true point of beginning; thence continuing North 89° 47'
East to the Westerly Right-of-Way line of the U.S.N.R. "A" Canal;
thence S.E. along the Westerly Right-of-Way line of said canal to the
N.E. corner of that certain tract conveyed to Smith and Westvold by
deed recorded January 28, 1964 in Deed Volume 350, at page 590; thence
South 89° 47' West 82.38 feet to the Westerly Right-of-Way line of
Summers Lane; thence North 0° 13' West along the Right-of-Way line 159
feet more or less to the point of beginning.

Excepting therefrom that portion conveyed to the State of Oregon by
and through its State Highway Department by deed recorded May 6, 1964
in Deed Volume 352 at page 573. Records of Klamath County, Oregon.



STATUTE 88-180

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits
therefrom, and any and all claims upon said premises at the time of the execution of this mortgage as at any

time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, and

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of

Fifteen Thousand and 00/100 (\$15,000.00) Dollars

(\$15,000.00) in accordance with the terms of a promissory note of which the following is substantially a copy to-wit:

\$15,000.00 April 1965

For value received we promise to pay to the order of C. Lee Davis and/or Edith M. Davis, husband and wife, or the survivor of either, at Eugene, Oregon, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 6 per cent per annum from date until paid, payable in monthly installments of not less than \$80.00 per month in any one payment, including interest the full amount of interest due on this note at time of payment of each installment. The first payment to be made on the 1st day of May, 1965, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said installments are not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note.

In case suit or action is instituted to collect this note, or any portion thereof, we promise to pay such additional sum as the Court may, at judge, reasonable, as attorney's fees in said suit or action.

(Sgd.) C. M. Davis

(Sgd.) Geraldine M. Davis

This indenture is further conditioned upon the faithful observance by the mortgagor of the following covenants hereby, entered into by the mortgagor, to-wit:

That they are lawfully seized of said premises, and now have a valid and undisturbed title therein, except a first mortgage, recorded in Klamath County Mortgage Records, Volume 236, page 157, and those exceptions and reservations of record on this date.

and that they will forever warrant and defend the same against the claims and demands of all persons whomsoever.

That they will pay the said promissory note and all installments of interest thereon promptly as the same become due, according to the terms of said note.

That so long as this mortgage shall remain in force they will pay all taxes, assessments, and other charges of every nature which may be levied or assessed upon or against the said premises when due and payable, according to law, and before the same become delinquent, and will also pay all

taxes which may be levied or assessed on this mortgage or the debt thereby secured, and will promptly pay and satisfy any mortgage lien or other incumbrance that might by operation of law or otherwise become a lien upon the mortgaged premises superior to the lien of this mortgage.

That they will keep all the improvements erected on said premises in good order and repair, and will not convert or suffer any waste of the premises hereby mortgaged.

That so long as this mortgage shall remain in force they will keep the buildings now erected on the premises in good order and repair, and will not convert or suffer any waste of the premises hereby mortgaged.

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That so long as this mortgage shall remain in force they will keep the buildings now erected on the premises in good order and repair, and will not convert or suffer any waste of the premises hereby mortgaged.

NOW, THEREFORE, if the said mortgagor 2, shall pay said promissory note 1, and shall fully satisfy and comply with the covenants hereinbefore set forth, then this mortgage shall be void, but

otherwise to remain in full force and virtue as a mortgage to secure the payment of said promissory note 1 in accordance with the terms thereof and the performance of the covenants and agreements herein contained; it being agreed that any failure to make any of the payments provided for in said note 1 or this mortgage when the same shall become due or payable, or to perform any agreement herein contained, shall give to the mortgagee 2, the option to declare the whole amount due on said note 1 or unpaid thereof or on this mortgage, at once due and payable and this mortgage by reason thereof may be foreclosed at any time thereafter. And if the said mortgagor 2, shall fail to pay any taxes or other charges or any fire or life insurance premiums as herein provided to be done, the mortgagee 2, shall have the option to pay the same and any payment so made shall be added to and become a part of the debt secured by this mortgage, and draw interest at the rate of ten per cent per annum, without waiver, however, of any right arising from breach of any of the covenants herein.

In case a complaint is filed in a suit brought to redeem this mortgage, the court shall, upon motion of the holder of the mortgage, without respect to the condition of the property herein described, appoint a receiver to collect the rents and profits arising out of said premises, and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of such trust.

In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all costs and disbursements allowed by law and such sum as the court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, together with the reasonable costs incurred by the mortgagee for title reports and title search, all such sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

IN WITNESS WHEREOF, the said mortgagor 2, hath hereunto set his hand and seal the day and year first above written.

Executed in the presence of

C. W. Davis (Seal)

Ernest L. H. Davis (Seal)

(Seal)

(Seal)

STATE OF OREGON,

County of Clatsop

BE IT REMEMBERED, That on this April day of 1965, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named C. W. Davis and Geraldine M. Davis

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Margaret C. Fisk
Notary Public for Oregon

My Commission expires 12-13-66



MORTGAGE

Recorded in Book _____
Page _____

to

STATE OF OREGON,

County of Clatsop

I certify that the within instrument was recorded in the _____
Book _____
Page _____
of the _____
County of _____
State of _____
on the _____
day of _____
A.D. 1965.

Witness my hand and seal of
County aforesaid.

Notary Public

C. W. Davis
By Geraldine M. Davis

Pro B. 50

Hall is

C. Lee Davis

Examiner-Deputy

5024 S. Cantrell Ave

Phoenix, Arizona

53

L.B.R. 9021(b)(1) LIST OF INTERESTED PARTIES

In re Clenroe W. Davis
U.S. Bankruptcy Court Case No. 691-60729-R7

The list of persons who should receive a copy of the attached proposed FINAL JUDGMENT AS TO MICHAEL A. GRASSMUECK, INC., pursuant to L.B.R. 9021(b)(1) include the following (prepaid, preaddressed envelopes are attached to the proposed order):

Mr. Clenroe W. Davis
P.O. Box 5158
Klamath Falls, OR 97601-0121

Debtor

Ms. Leona Davis
1763 W. Alcott
Mesa, AZ 85201

Defendant

Mr. Cletrac O. Davis
26214 S. Greencastle Drive
Sun Lakes, AZ 85248

Defendant

Mr. Cleo C. Davis
412 East Park
Riverton, WY 85201

Defendant

Mr. Allen G. Drescher
Drescher & Arnold
P.O. Box 760
Ashland, OR 97520-0760

Of Attorneys for Debtor

Mr. David N. Hicks, Jr.
Attorney at Law
Department of Justice
1162 Court Street, N.E.
Salem, OR 97310

Of Attorneys for Oregon Department of Revenue

Mr. Michael A. Grassmueck, Trustee
 Michael A. Grassmueck, Inc.
 P.O. Box 1783
 Medford, OR 97501-0140

Trustee

Mr. Paul J. Garrick
 Attorney at Law
 U.S. Trustee's Office
 44 W. Broadway, Suite 500
 Eugene, OR 97401

Mr. Michael W. Bortz
 Attorney at Law
 Hershner, Hunter, Moulton, Andrews & Neill
 P.O. Box 1475
 Eugene, OR 97440

Of Attorneys for Trustee

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 24th day
 of Aug A.D., 19 95 at 3:19 o'clock P M., and duly recorded in Vol. M95,
 of Misc (PerMTC) on Page 22897.

FEE \$40.00

By Bernetha G. Leitch Bernetha G. Leitch, County Clerk