14 - NOTICE OF DEFRUIT AND ELECTION TO SELL	
55445	8 MAR 30 M1 :09 Vol. <u>M98 Page</u> 10108
NOTICE OF DEFAULT	
AND ELECTION TO SELL	
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<u>fornia Corporation</u>	o'clock on page and/or as fee/file/instru-
a second a s	Grantor SPACE RESERVED and/or as ice/microfilm/reception No,
	RECORDER'S USE Records of said County.
Iton D. Warren	RECORDERS USE Records of said County. Witness my hand and seal of County
N.E. 126110 Acount	affixed.
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	deed made by Diversified Assets, Inc., a California, as grantor, to
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## 10109

Notice hereby is given that the beneficiary and trustee, by reason of the default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to OPS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for each the interest in the described property which grantor had, or had the power to convey, at the time of the execution by grantor of the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

CUARNE

The sale will be held at the hour of 11:00 o'clock, ....A.M., in accord with the standard of time established by ORS 187.110 on <u>August 14</u>, 1998, at the following place: front main door of the Klamath County Courthouse in the City of Klamath Falls, County of Klamath Klamath

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

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Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying the 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 fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, 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 the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest; if any.

Dated March 27 , 19-98	Ville	in protectaria.
Carlton I	Warren	an an ghatan, 19
Find, eigen is mentio to their constitutions doed, under $b_{f}=24.5$	Trustee 🔲 Beneficiary	(indicate which)
STATE OF OREGON, County of Multinomah This instrument was ecknowledged before me on by Carlton D. Warren		
yes served used to be a server this instrument was acknowledged before me on	Here	, 19,
by. <b>as</b> <b>as</b> <b>by</b> <b>as</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b> <b>by</b>	te de <b>M</b> ESSER e Cart	
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The SW 1/4 SW 1/4 of Section 27, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

The NW 1/4 NW 1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING the following described parcels of land:

Beginning at the 1/16 section corner in the center of the NW 1/4 of Section 34; thence North 89 degrees 25' West 561.1 feet; thence North 0 degrees 19' West 776.3 feet; thence South 89 degrees 25' East 561.1 feet; thence South 0 degrees 19' East 776.3 feet to the point of beginning.

Beginning at the Southwest corner of the said NW 1/4 NW 1/4; thence North 0 degrees 28' West 253 feet to the Northerly right of way line of the State Highway; thence along said right of way line South 73 degrees 47' 15" East on the long chord of a curve to the right a distance of 188.1 feet; thence on a 1592.4 foot radius curve right (the long chord of which bears South 67 degrees 29' 15" East 182.1 feet) a distance of 182.2 feet; thence South 73 degrees 31' East 368.5 feet to the North line of a county road; thence South 89 degrees 46' East 70 feet to the East line of I.L.C. Gooding property; thence South 0 degrees 19' East 30 feet to the South line of said NW 1/4 NW 1/4; thence North 89 degrees 46' West 775.9 feet along the South line of said NW 1/4 NW 1/4 to the place of beginning.

ALSO SAVING AND EXCEPTING that portion deeded to the State of Oregon by and through its State Highway Commission by deed recorded January 29, 1965 in Book 359 at Page 112, Deed Records of Klamath County, Oregon.

AND FURTHER SAVING AND EXCEPTING the North 60 feet of the NW 1/4 NW 1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

AND FURTHER SAVING AND EXCEPTING that portion deeded to Klamath County by deed recorded September 3, 1992 in Book M-92 at Page

CODE 156 MAP 3809-2700 TL 600 19 CODE 154 MAP 3809-34BB TL 200 9

Permitted Encumbrances: Rights of the public in and to any portion of the property lying within the boundaries of roads or highways; Easement recorded August 1, 1942 at Book 149 Page 54; Easement recorded February 4, 1944 at Book 162 Page 113; Easement recorded December 23, 1960 at Book 327 Page 289; Reservation in deed recorded January 29, 1965 at Book 359 Page 112; Trust Deed recorded October 3, 1990 at Book M-90 Page 19987

All book and page references are to the real property records of the County of Klamath, State of Oregon.

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## STATE OF OREGON: COUNTY OF KLAMATH : 55.

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