NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



NOTICE OF DEFAULT AND ELECTION TO SELL

RE: Trust Deed from Ernst Brothers, LLC PO Box 637
Gilchrist, OR 97737
To Grantor
William P. Brandsness 411 Pine Street
Klamath Falls, OR 97601
Trustee
After recording, return to (Name, Address, Zip): James R. Uerlings
Boivin, Uerlings & Dilaconi, P.C.
803 Main Street, Ste 201
Klamath Falls, OR 97601

2011-013348 Klamath County, Oregon



SPACE RES FOR

12/01/2011 03:16:17 PM

Fee: \$57.00

RECORDER'S USE

Witness my hand and seal of County affixed.

By _____, Deputy.

Reference is made to that certain trust deed made byErnst_Brothers, LLC	
	, as grantor, to
William P. Brandsness	, as trustee,
in favor of South Valley Bank & Trust	, as beneficiary,
dated May 28, 1997 recorded on February 19, 1998	, in the Records of
Klamath County, Oregon, in 图数数数数图数数 图 volume NoM98	at page <u></u>
KARARARA XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	湖南縣, covering the following
described real property situated in the above-mentioned county and state, to-wit:	

See Exhibit A, attached hereto and incorporated by this reference.

James R. Uerlings was appointed Successor Trustee on August 12, 2011 and recorded August 15, 2011 in Volume No. 2011-009409 in the Microfilm Records of Klamath County, Oregon.

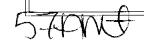
The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the Records of the county or counties in which the abovedescribed real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums:

See Exhibit B, attached hereto and incorporated by this reference.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to-wit:

See Exhibit C, attached hereto and incorporated by this reference.





bidder f grantor deed, to provide	Notice hereby is given that the beneficiary a deed by advertisement and sale pursuant to creash the interest in the described propert of the trust deed, together with any interest satisfy the obligations secured by the trust by law, and the reasonable fees of trustee' he sale will be held at the hour of	o ORS 86.705 to 86.795, and to y which grantor had, or had the grantor or grantor's successor is deed and the expenses of the s attorneys.	o cause to be sold at pube power to convey, at the in interest acquired after ale, including the competor with the standard of 03 Main Street, Samath Falls the hour, date and place in the standard of the court of the sour date and place in the standard of the court date and place in the sour date and place in the source of the sour	lic auction to the highest time of the execution by the execution of the trust nsations of the trustee as time established by ORS te 201 County of ast set for the sale.
(omer man as snown of record, neither the b	eneficiary nor the trustee has a	ny actual notice of any n	arcon having or alaiming
to nave	my lien upon or interest in the real property	hereinabove described subsequ	uent to the interest of the	trustee in the trust dood
or of an	successor in interest to grantor or of any I	essee or other person in posses	sion of or occupying the	property, except:
	Name and Last Known Address		Nature of Right, Lien or In	terest
S	ee Exhibit D, attached hereto	and incorporated by	this reference.	
	; ;			
		ı		
	•			
set for the amount to default co and in aco ally incu ed by OF In as well a	otice is further given that any person name e sale, to have this foreclosure proceeding do nen due (other than such portion of the prin omplained of herein that is capable of being dition to paying the sums or tendering the pred in enforcing the obligation and trust do as 86.753. Construing this notice, the singular includes any other person owing an obligation, the ary" include their respective successors in its sale.	ismissed and the trust deed rein cipal as would not then be due cured by tendering the perforn erformance necessary to cure the ed, together with trustee's and s the plural, the word "grantor" performance of which is secure	istated by payment to the had no default occurred) nance required under the he default, by paying all attorney fees not exceed includes any successor.	beneficiary of the entire and by curing any other obligation or trust deed, costs and expenses actu- ing the amounts provid-
	ATED November 30, 20		& Ulul	•
	ATED		Jerlings, Success	or Trustee
		0	. \	
			☐ Trustee ☐ Beneficia	ry (indicate which)
	This instrument w by This instrument w by as	ounty of Klamath as acknowledged before me on lings, Successor Trus as acknowledged before me on Notary Public for	Stylen	
	JULIE A. STENKAMP NOTARY PUBLIC-OREGON COMMISSION NO. 442030 MY COMMISSION EXPIRES OCT. 21, 20	92	xpires 10/11/201	3

PARCEL 1:

A parcel of land the same containing portions of the SW1/4 SW1/4 and the SE1/4 SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, the said parcel of land being described as follows:

Beginning at a point on the East line of the said SW1/4 SW1/4 of said Section 30, which point is marked by a 30 inch steel bar monument and which point is located South 0° 17' 46" West a distance of 331.74 feet from the Northeast corner of the said SW1/4 SW1/4 of Section 30 (said corner being also marked by a 30 inch steel bar monument); thence South 89° 10' 03" East for 77.42 feet along the South line of the N1/2 of the NW1/4 of the SE1/4 of the SW1/4 to an intersection with the Westerly boundary of the right of way of The Dalles-California State Highway, said right of way having a total width of 60 feet, to a 30 inch steel bar monument; thence in a Southwesterly direction along the curved Westerly boundary of said right of way, the said curve having a radius of 1,940.00 feet, for a distance of 145.10 feet (the chord of said portion of said curve bearing South 32° 35' 42" West for a distance of 145.06 feet) to a 30 inch steel bar monument located on the East boundary of the SW1/4 of the SW1/4 of Section 30; thence North 0° 17' 46" East along the said subdivision line for a distance of 38.66 feet to a steel bar monument, which point is further located South 0° 17' 46" West a distance of 84.72 feet from the point of beginning above described; thence South 39° 33' 20" West for 157.82 feet to a 30 inch steel bar monument; thence North 50° 26' 40" West for 154.53 feet to a 30 inch steel bar monument located on the Southeasterly boundary of the right of way of the Gilchrist Lumber Company Railroad, said right of way having a width of 100 feet; thence North 39° 37' 00" East along said right of way boundary for a distance of 346.42 feet to a 30 inch steel bar monument located on the East line of the said SW1/4 of the SW1/4 of Section 30, which point is also located South 0° 17' 46" West, a distance of 172.90 feet from the Northeast corner of the said SW1/4 of the SW1/4 of said Section 30; thence along said subdivision line South 0° 17' 46" West, a distance of 158.84 feet to the point of beginning.

PARCEL 2:

That portion of Lot 4 (SW1/4 SW1/4) of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point on the East side of said Lot 4, which is South 0° 17' 46" West, a distance of 430.76 feet from the Northeast corner of said Lot 4, which point is also the intersection of the relocated Westerly right of way line of The Dalles-California Highway with the Easterly line of said Lot 4; thence North 0° 17' 46" East a distance of 14.3 feet to a point; thence South 39° 33' 20" West along the Easterly line of property conveyed to Standard Oil Company of California by Deed recorded in Volume 125 at page 318, Deed Records of Klamath County, Oregon, a distance of 132.82 feet; thence South 50° 26' 40" East a distance of 34.0 feet, more or less, to the relocated Westerly right of way line of The Dalles-California Highway; thence Northeasterly along said Westerly right of way line to the point of beginning.

EXCEPTING THEREFROM that portion of the SW1/4 of theSW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point which is South 0° 17' 46" West, a distance of 416.46 feet, and South 39° 33' 20" West, a distance of 132.82 feet from the Northeast corner of said SW1/4 of the SW1/4 of Section 30; thence South 39° 33' 20" West, a distance of 25 feet to a point; thence 50° 26' 40" West, a distance of 154.53 feet to a point; thence North 39° 37' East, a distance of 25 feet to a point; thence South 50° 26' 40" East, a distance of 154.53 feet, more or less, to the point of beginning.

EXCEPT from the above described Parcel 1 that portion conveyed to the State of Oregon, by and through its State Highway Commission by Bargain and Sale Deed recorded December 11, 1943, in Volume 160 page 405, Deed Records of Klamath County, Oregon.

Including all improvements, fixtures, buildings and appurtenances thereon and thereto.

EXHIBIT B

Failure to make payments due: 1)

Principal past due: \$83,952.08 \$20,041.24 Interest past due:

Late charges past due:

\$ 320.00

Plus principal, interest and late charges due after 08/15/2011

- Failure to pay property taxes and provide proof of payment to beneficiary. 2)
- Failure to pay liens filed against collateral. 3)
- Failure to pay advances made by beneficiary to protect collateral. 4)
- Failure to remediate probability of hazardous substance and/or environmental contamination 5) of property and provide proof of such to beneficiary.
- Failure to provide proof of insurance on collateral to beneficiary. 6)
- Failure to provide current financial information on Grantor from 2008 to present. 6)

EXHIBIT C

1)	Principal	\$316,916.38
2)	Accrued interest to 07/26/2011	\$ 5,581.17
3)	Late charges to 07/26/2011	\$ 320.00
4)	Expenses advanced by beneficiary to protect collateral	\$134,213.47
5)	Attorney fccs, as incurred	

- Trustee fees, as incurred 6)
- Plus interest, late fees, foreclosure costs and other advances after 07/26/2011 7)

EXHIBIT D

Name and Last Known Address

1) Ed Staub & Sons Petroleum, Inc. aka, Ed Staub and Sons Petroleum, Inc. c/o David Staub, Reg Agt PO Box 506 Tulelakc, CA 96134

> Ed Staub & Sons Petroleum, Inc. aka, Ed Staub and Sons Petroleum, Inc. 136350 Hwy 97 N Crescent, OR 97733

Nature of Right, Lien or Interest

Lease agreement and option to purchase Dated 08/30/2001 (Tenant)