Vol. <u>M99.</u> Page. 9031 09-AQ-13176 (0027) TRSTSD

SEND ALC TAX STATEMENTS TO AND WHEN RECORDED MALL TOP MAR 16 AIO:41

AMERIQUEST MORTGAGE CO ATTN: WENDELL ETHERLY 505 SOUTH MAIN, #6000 ORANGE, CA. 92868

TRUSTEE'S SALE NO: 09-AQ-13176 LOAN NO: 7132673 CONV FHA/VA/PMI NO:

## TRUSTEE'S DEED

THIS INDENTURE, made on March 11, 1999, between REGIONAL TRUSTEE SERVICES CORPORATION, hereinafter called the trustee, and NORWEST BANK MINNESOTA, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF SALOMON BROTHERS MORTGAGE SECURITIES VII, INC. UNDER THE APPLICABLE POOLING AND SERVICING AGREEMENT, hereinafter called the grantee; and the true and actual consideration paid for this transfer is the sum of \$66,765.64.

## WITNESSETH:

RECITALS: GARY L. INGRAM, JR., AN ESTATE IN FEE SIMPLE, as grantor, executed and delivered to beneficiary a certain trust deed dated March 26, 1997, duly recorded on March 31, 1997, in the mortgage records of KLAMATH County, Oregon, in Instrument No. 35181 VOLUME M97, PAGE 9304. In said trust deed the real property therein and hereinafter described was conveyed by said grantor to said trustee to secure, among other things, the performance of certain obligations of the grantor to the said beneficiary. The said grantor thereafter defaulted in his hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the beneficiary therein named, or his successor in interest, declared by said trust deed, being the beneficiary therein named, or his successor in interest, declared all sums so secured immediately due and owing; a notice of default, containing an election to sell the said real property and to foreclose said trust deed by advertisement and sale to satisfy grantor's said obligations was recorded in the mortgage records of said county on October 16, 1998, in Book M98, Page 38119, to which reference now is made.

After the recording of said notice of default, as aforesaid, the undersigned trustee gave notice of the time for and place of sale of said real property as fixed by trustee as required by law; copies of the Trustee's Notice of Sale were served pursuant to OPCP 7D. (2) and 7D. (3) by law; copies of the Trustee's Notice or Sale were served pursuant to OPCP 7D.(2) and 7D.(3) or mailed by both first class and certified mail with return receipt requested, to the last-known address of the persons or their legal representatives, if any, named in ORS 85.740(1) and (2)(a), at least 120 days before the date the property was sold, and the Trustee's Notice of Sale was mailed by first class and certified mail with return receipt requested, to the last-Sale was mailed by first class and certified mail with return receipt requested, to the last-known address of the guardian, conservator or administrator or executor of any person named in ORS 86.740(1), promptly after the trustee received knowledge of the disability, insanity or death of any such person; the Notice of Sale was served upon occupants of the property described in the trust deed in the manner in which a summons is served pursuant to ORCP 7D.(2) and 7D.(3) at least 120 days before the date the property was sold, pursuant to ORCP 7D.(2) and 7D.(3) Sale in the form required by ORS 86.755(6) were mailed by registered or certified mail to the last-known address of those persons listed in ORS 86.740 and 86.750(1) and to the address within 30 days after the release from the stay. Further, the trustee published a copy of said provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay. Further, the trustee published a copy of said notice of sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said notice occurred more than twenty days prior to the date of such sale.

The mailing, service and publication of said notice of sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of said county, said affidavits and proofs, together with the said notice of default and election to said and the trustee's notice of sale being now referred to and incorporated in and made a part sell and the trustee's notice of sale, being now referred to and incorporated in and made a part sell and the trustee's notice or sale, being now referred to and incorporated in and made a part of this trustee's deed as fully as if set out herein verbatim. The undersigned trustee has no actual notice of any person, other than the persons named in said affidavits and proofs as pursuant to ORS 86.740(1) (b) or (1)(c).

Pursuant to said notice of sale, the undersigned trustee on March 5, 1999, at the hour of 10:00 A.M., of said day, in accord with the standard of time established by ORS 187.110, (which was A.M., of said day, in accord with the standard of time established by ORS 86.755(2)) or (which date and hour to which said sale was postponed as permitted by ORS 86.755(2)) or (which was the day and hour set in the amended Notice of Sale) and at the place so fixed for sale, as the day and hour set in the amended Notice of Sale) and at the place so fixed for sale, as the day and hour set in the amended Notice of Sale) and at the place so fixed for sale, as the place so fixed for sale, and after a property in one parcel at public auction aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers was the day and hour set in the amended Notice of Sale) and at the place so fixed for sale, and the place so fixed for sale and sale

NOW THEREFORE, in consideration of the said sum so paid by grantee in cash, the receipt whereof is acknowledged, and by the authority vested in said trustee by the laws of the State of Oregon and by said trust deed, the trustee does hereby convey unto grantee all interest which the and by said trust deed, the trustee does hereby convey unto granter's execution of said trust deed, and by said trust deed, the time of grantor's execution of said trust deed grantor or his successors in interest acquired after the together with any interest the said grantor or his successors in interest, to-wit: execution of said trust deed in and to the following described real property, to-wit:

LOT 2 IN BLOCK 41 OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CURTY CLERK OF KLAMATH COUNTY, OREGON.

TO HAVE AND TO HOLD the same unto grantee, his heirs, successors-in-interest and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural; the word "grantor" includes any successor in interest to the grantor as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed, the word "trustee" includes any successor trustee, the word "beneficiary" includes any successor in interest includes any successor trustee, the word "person" includes corporation and any other of the beneficiary first named above, and the word "person" includes corporation and any other legal or commercial entity.

IN WITNESS WHEREOF, the undersigned trustee has caused its corporate name to be signed by its officers duly authorized thereunto by order of its Board of Directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIPED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIPED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LANS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK AND REGULATIONS. BEFORE STORTING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUITED WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

WITH T	March 11,			Successor	h Kaufman	
COUNTY	OF Washing OF KING Oregoing ARY of R	instrument EGIONAL TRUS	was acknowled	iged before me Mar RPORATION, A Washing Notary Pu My Commis	cch 11, 1999, by IEBON Ston Corporation, on be Bric for Washington Sion expires: CINDY HOWE STATE OF WASHING NOTARY PUBL MY COMMISSION EXPIRES II-	TON

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Filed for record a	ON: COUNTY OF KLAMATH:  1 request of	ss. spen Title & Escre 10:41o'cloc	owthe	ounty Clerk	_day
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