

Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

I, Larry L. Wells, Business Manager,
being first duly sworn, depose and say
that I am the principal clerk of the
publisher of the Herald and News
a newspaper in general circulation, as
defined by Chapter 193 ORS, printed and
published at Klamath Falls in the
aforesaid county and state; that the

Legal#3548

Trustee's Notice of Sale

Michael Burt

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

(4) insertion(s) in the following issues:

October 19, 26, 2000

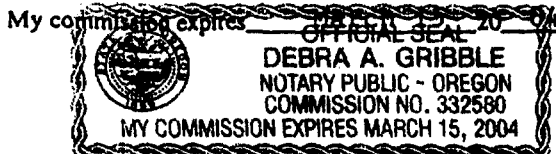
November 2, 9, 2000

Total Cost: \$864.00

Subscribed and sworn before me this 9th
day of November 20 00

Debra A. Gribble

Notary Public of Oregon



TRUSTEE'S NOTICE OF SALE

T.S. No: 0NMC053956

AKR

Loan No: 6380725/685/

Burt

The Trustee, under the
terms of the Trust
Deed described herein,
at the direction of the
Beneficiary, hereby
elects to sell the prop-
erty described in said
Trust Deed to satisfy
the obligations secured
thereby:

A. PARTIES IN THE DEED OF TRUST:

GRANTOR(S):

Michael E. Burt, a mar-
ried man

TRUSTEE: Ameri-

title

S U C C E S S O R

TRUSTEE: Fidelity Na-

tional Title Company of

Oregon

BENEFICIARY:

ComUnity Lending Inc.,

B. DESCRIPTION

OF PROPERTY:

Lot 4 of Sum-

mer's Lane Homes, ac-

cording to the official

plat thereof, on file on

the Office of the County

Clerk of Klamath Coun-

ty, Oregon.

Property com-

monly known as: 4303

Onyx Avenue Klamath

Falls, OR 97603

C. TRUST DEED IN-

FORMATION:

DATED: 05/07/1997

DATE: 05/15/1997

RECORDING

NUMBER: Instr.

#: 37711 Book: M97

Page: 14886

RECORDING

PLACE: Official

records of the County

of Klamath, State of Or-

egon

A. ASSIGNMENT:

09/05/1997 BK: M97

PG: 29207 to Norwest

Mortgage, Inc.

D. DEFAULT: The

Debtor(s) are in de-

fault and the Benefi-

ciary elects to foreclose

the Trust Deed for fail-

ure to pay:

1. Monthly Pay-

ments: Monthly install-

ments and late charges

from 06/01/1999 and all

subsequent installments

and late charges

TOTAL

MENTS AND LATE

CHARGES: \$11,940.19

2. Other Arrearag-

es: \$15.00

TOTAL AMOUNT

DUE: \$11,955.19 Plus all

accrued real property

taxes, interest or penal-

ties until paid.

3. Default(s) other

than payment of mon-

ey:

E. AMOUNT DUE:

The beneficiary has de-

clared all sums owing

on the obligation and

Trust Deed immediat-

ely due and payable, said

sums being:

Principal Balance:

\$92,888.19

In addition to said prin-

cipal, interest at the

rate of variable as pro-

vided in the Note or

other Instrument se-

secured, shall be payable

from 05/01/1999 at

8.500%, as well as all

Trustee's fees and

costs, Attorneys fees

and costs, and all fore-

closure costs.

F. ELECTION

TO

SELL: NOTICE IS

HEREBY GIVEN That

the Beneficiary, and

Trustee, by reason of

said default have elect-

ed and do hereby elect

to foreclose said Trust

Deed by advertisement

and sale pursuant to

Oregon Revised Sta-

tutes: Sections 86.705

et seq., and to cause to

be sold at public auc-

tion to the highest bid-

der, for cash or certifi-

ed funds, the interest

in the described prop-

erty which the

Debtor(s) had, or had

the power to convey, at

the time of the execu-

tion of the Trust Deed

together with any inter-

est the Grantor or suc-

cessors in interest ac-

quired after the execu-

tion of the Trust Deed

to satisfy the obliga-

tions secured by said

Trust Deed together

with the expenses of

the sale, including the

compensations of the

Trustee as provided by

law, and the reasonable

fees of the Trustee's

Attorney.

G. TIME AND

PLACE OF SALE:

TIME: 10:00 A.M.

Wednesday, 12/06/00

PLACE: On the

front steps to the Cir-

cuit Court 316 Main

Street, Klamath Falls,

OR

H. RIGHT TO REIN-

STATE: NOTICE IS

FURTHER GIVEN That

at any time prior to five

days before the sale,

this foreclosure pro-

ceeding may be dis-

missed and the Trust

Deed reinstated by pay-

ment to the Trustee of

the entire amount then

due (other than such

portion of the principal

as would not then be

due had no default oc-

curred) and by curing

any other default com-

plained of herein that is

capable of being cured

by tendering the perfor-

mance required under

the obligation or Trust

Deed, and in addition to

paying said sums or

tendering the perfor-

mance necessary to

cure the default, by

paying all costs and ex-

penses to the trustee

actually incurred by

Beneficiary and Trust-

ee in enforcing the ob-

ligation and Trust Deed,

together with Trustee's

fees and Attorney's

fees.

I. In construing this

notice, the singular in-

cludes the plural, the

word "grantor" includes

any successor in inter-

est to the grantor as

well as any other per-

son owing an obligation,

the performance of

which is secured by the

Trust Deed, and the

words "trustee" and

"beneficiary" include

their respective suc-

cessors in interest, if

any.

Dated: 07/17/2000

Fidelity National Title

Company of Oregon,

401 S.W. Fourth Avenue

Portland, OR 97204

(503) 223-8338

By: Thomas R. Moore,

Assistant Vice Presi-

dent

Fidelity National Title

Company of Oregon

**FAIR-DEBT
COLLECTION
PRACTICES ACT
NOTIFICATION**

Pursuant to and in compliance with the Fair-Debt Collection Practices Acts (Federal [15 USC 1692]) the Trustee/Agent named in the Notice of Default hereby provides the following notification(s):

"We are attempting to collect a debt and any information we obtain will be used for that purpose."

"The debt described in the Notice of Default is assumed to be valid unless debtor disputes within 30 days and that, if disputed, debt collector will obtain and furnish to debtor the verification."

"If written request is made within 30 days by debtor, name of original lender will be given if different than the current creditor."

"**IF YOU HAVE FILED A CHAPTER 7 BANKRUPTCY AND RECEIVED A DISCHARGE OF DEBTOR, YOU ARE NO LONGER PERSONALLY OBLIGATED TO MAKE PAYMENTS ON THE LOAN. However, the beneficiary still retains a security interest in the property and can exercise its rights to commence foreclosure unless a cure of the default under the security instrument is effected.

The following communication is mandatory and should not be read as requirement that you make payments on your loan. If you in fact follow the options specified in the attached communication and make payments, you should only do so if you are interested in preserving your rights to the property."

#3548 October 19, 26,
2000
November 2, 9, 2000

State of Oregon, County of Klamath
Recorded 11/29/00, at 3:23 p. m.
In Vol. M00 Page 42869
Linda Smith,
County Clerk Fee\$ 51⁰⁰