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Vol M01 Page 62551

AFTER RECORDING RETURN TO:
Shapiro & Kreisman
201 NE Park Plaza Drive, #150
Vancouver, WA 98684
01-14821

State of Oregon, County of Klamath
Recorded 12/07/01 2:37 p. m.
Vol M01, Pg 62551-61
Linda Smith, County Clerk
Fee \$ 21.00 # of Pgs 11

OREGON AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, Kelly D. Sutherland, say and certify that:

I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or the successor in interest named in the Trust Deed described in the attached Notice of Sale.

I have given notice of sale of the real property described in the attached Notice of Sale by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

Daniel G. Brown
1380 Wild Plum Court
Klamath Falls, OR 97601

Elouise Brown
3121 Crosby Avenue
Klamath Falls, OR 97603

Elouise V. Brown
1380 Wild Plum Court
Klamath Falls, OR 97601

Klamath County Tax Collector
305 Main Street
Klamath Falls, OR 97601

Daniel G. Brown
885 Hanks Street
Klamath Falls, OR 97601-1244

National Bank of Alaska
PO Box 100600
Anchorage, AK 99510-0600

Elouise V. Brown
885 Hanks Street
Klamath Falls, OR 97601-1244

Stephen C. P. Carroll, Esq.
MULHEIM PALMER & WADE
800 Willamette Street, #700
Eugene, OR 97401

Daniel G. Brown
3121 Crosby Avenue
Klamath Falls, OR 97603

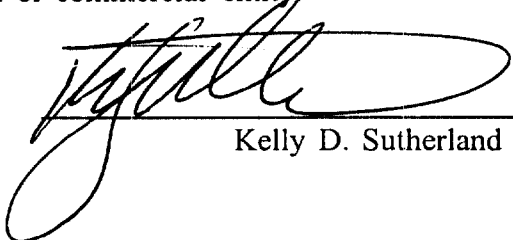
James C. Waggoner, Esq.
DAVIS WRIGHT TREMAINE
1300 S.W. 5th Avenue, #2300
Portland, OR 97201

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The persons mailed to include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or whose interest the trustee or the beneficiary has actual notice and any person requesting notice as provided in ORS 86.785 and all junior lien holders as provided in ORS 86.740.

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale by Kelly D. Sutherland, Shapiro & Kreisman, the trustee named in said notice; each copy was mailed in a sealed envelope, with postage prepaid, and was deposited by me in the United States post office at Vancouver, Washington, on July 17, 2001. Each notice was mailed after the date that the Notice of Default and Election to Sell described in said Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

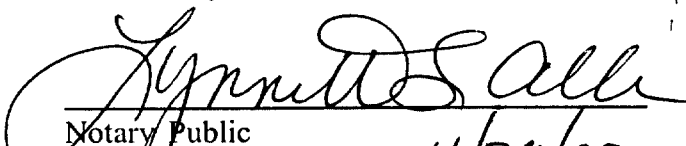

Kelly D. Sutherland

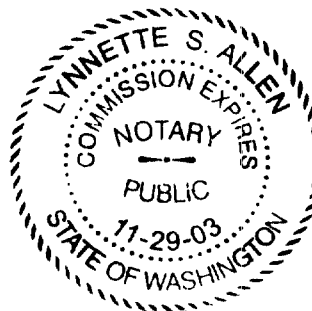
State of Washington)

County of Clark)

On this 17th day of July, in the year 2001, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal


Notary Public
My Commission Expires 11/29/03



Lender Loan #: 19335089

01-14821

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Daniel G. Brown and Elouise V. Brown, husband and wife, as grantor, to AmeriTitle, as Trustee, in favor of Sierra Pacific Mortgage Company, Inc., as Beneficiary, dated September 20, 1999, recorded September 28, 1999, in the mortgage records of Klamath County, Oregon, in Book No. M99, at Page 38479, beneficial interest having been assigned to Mortgage Electronic Registration Systems, Inc., covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"
COMMONLY KNOWN AS: 1380 Wild Plum Court, Klamath Falls, OR 97601

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments in the sum of \$2,494.34 from March 1, 2001, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

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

\$307,132.56, together with interest thereon at the rate of 9.000000% per annum from February 1, 2001, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on November 14, 2001, at the hour of 11:00 AM, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor has or had power to convey at the time of the execution of said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. 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 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 obligations or trust deed, and in addition to paying said 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's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

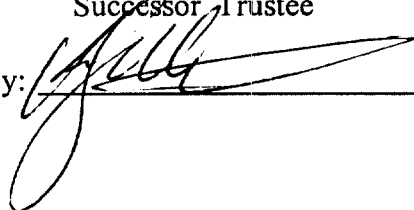
The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

KELLY D. SUTHERLAND
Successor Trustee

Dated

7/10/01

By:



State of Washington, County of Clark, ss:

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

SHAPIRO & KREISMAN
201 NE Park Plaza Drive, #150
Vancouver, WA 98684
(360) 260-2253

Lender Loan #: 19335089

Exhibit A

Lots 6 and 7, Block 10, Tract 1173, being a subdivision of Lot 1, Block 10, LYNNEWOOD, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM a parcel of land being a portion of said Lot 7, being more particularly described as follows:

Beginning at the pin which marks the Northeast corner of Lot 2, Tract 1173; thence Westerly 16 feet, more or less, along the Northerly lot line of said lot to a point which is 16 feet Southwesterly and parallel to lot line running between Lots 7 and 8 to the true point of beginning; thence Northwesterly 14 feet along a line which is 16 feet Southwesterly and parallel to lot line running between Lots 7 and 8 to a point; thence in a Southwesterly direction to the Northwest corner of aforesaid Lot 2; thence Easterly along the Northerly lot line of said Lot 2 to the true point of beginning.

AFTER RECORDING RETURN TO:

Shapiro & Kreisman
201 NE Park Plaza Drive, #150
Vancouver, WA 98684
01-14821

TRUSTEE'S AFFIDAVIT AS TO NON-OCCUPANCY

State of Washington)

County of Clark)

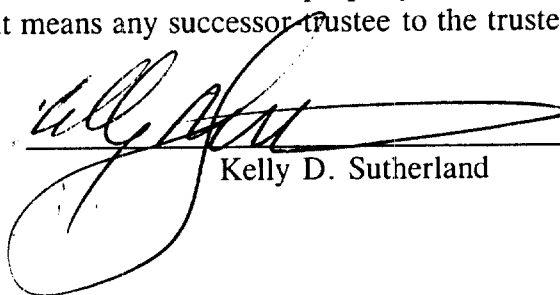
I, Kelly D. Sutherland, being first duly sworn, depose, say and certify that:

I am the Successor trustee in that certain trust deed executed and delivered by Daniel G. Brown and Elouise V. Brown, husband and wife, as grantor to AmeriTitle as trustee, in which Sierra Pacific Mortgage Company, Inc. is beneficiary, recorded on September 28, 1999, in the mortgage records of Klamath County, Oregon in Book/Reel/Volume No. M99, at Page 38479, Document/Instrument/Recorder's Fee No. None, covering the following described real property situated in said county:

See complete Legal Description attached hereto as Exhibit "A"

Commonly known as: 1380 Wild Plum Court, Klamath Falls, OR 97601

I hereby certify that on July 16, 2001, the above described real property was not occupied. The word "trustee" as used in this affidavit means any successor trustee to the trustee named in the trust deed first mentioned above.



Kelly D. Sutherland

State of Washington)

County of Clark)

On this 6th day of December, in the year 2001, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal


Notary Public
My Commission Expires 5/29/05
Lender Loan #: 19335089

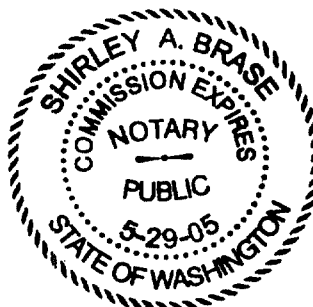


Exhibit A

Lots 6 and 7, Block 10, Tract 1173, being a subdivision of Lot 1, Block 10, LYNNEWOOD, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM a parcel of land being a portion of said Lot 7, being more particularly described as follows:

Beginning at the pin which marks the Northeast corner of Lot 2, Tract 1173; thence Westerly 16 feet, more or less, along the Northerly lot line of said lot to a point which is 16 feet Southwesterly and parallel to lot line running between Lots 7 and 8 to the true point of beginning; thence Northwesterly 14 feet along a line which is 16 feet Southwesterly and parallel to lot line running between Lots 7 and 8 to a point; thence in a Southwesterly direction to the Northwest corner of aforesaid Lot 2; thence Easterly along the Northerly lot line of said Lot 2 to the true point of beginning.

AFTER RECORDING RETURN TO:
 Shapiro & Kreisman
 201 NE Park Plaza Drive, #150
 Vancouver, WA 98684
 (360) 260-2253
 01-14821

CERTIFICATE OF NON-MILITARY SERVICE

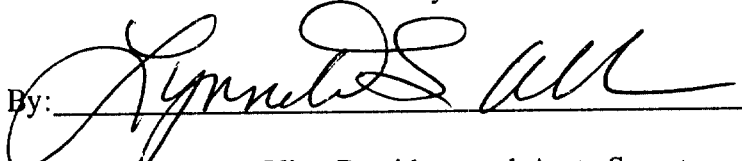
STATE OF WASHINGTON)
) SS.
 County of CLARK)

THIS IS TO CERTIFY THAT I, Lynnette S. Allen, am the Vice President and Asst. Secretary of Mortgage Electronic Registration Systems, Inc., as serviced by HomeSide Lending, Inc., the current beneficiary in that certain trust deed in which Daniel G. Brown and Elouise V. Brown, husband and wife,, as grantor, conveyed to AmeriTitle, as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated September 20, 1999, and recorded September 28, 1999, in the mortgage records of said county, in Book No. M99, at Page 38479, Document/Instrument/Recorder's Fee No. None; thereafter a Notice of Default with respect to said trust deed was recorded July 6, 2001, Book No. None, Page No. None, Document/Instrument/Recorder's Fee No. M01-33018, of said mortgage records; thereafter the said trust deed was duly foreclosed by advertisement and sale and the real property covered by said trust deed is scheduled to be sold at the trustee's sale on December 19, 2001; I reasonably believe at no time during the period of three months and one day immediately preceding the day of said sale and including the day thereof, was the real property described in and covered by said trust deed, or any interest therein, owned by a person in the military service as defined in Article I of the "Soldiers' and Sailor's Civil Relief Act of 1940," as amended, or legally incompetent under the laws of the State of Oregon.

In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary named in said trust deed.

Mortgage Electronic Registration Systems, Inc., as
 serviced by HomeSide Lending, Inc.

Beneficiary

By: 
 Lynnette S. Allen, Vice President and Asst. Secretary

STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

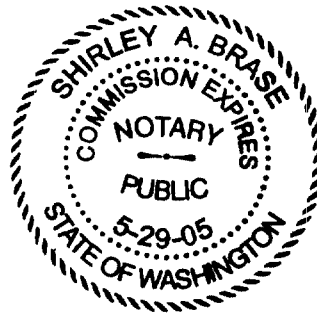
On this 6th day of December, 2001, before me the undersigned a Notary Public appeared Lynnette S. Allen, personally known to me or proved to me on the basis of satisfactory evidence to be the Vice President and Asst. Secretary of the corporation that executed the within instrument, also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the date first hereinabove written.

Shirley A. Brase

Notary Public for State indicated above
My commission expires: 5/29/05

Loan #: 19335089



Affidavit of Publication

62560

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 # 4465

Notice of Sale/Daniel G. Brown

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: (4)

Four

Insertion(s) in the following issues:

November 2, 9, 16, 23, 2001

Total Cost: \$904.50

Subscribed and sworn

before me on: November 23, 2001

Notary Public of Oregon

My commission expires March 15, 2004

AMENDED TRUSTEE'S NOTICE OF SALE (After Release From Stay)

Reference is made to that certain trust deed made by Daniel G. Brown and Elouise V. Brown, husband and wife, as grantor to AmeriTitle, as trustee, in favor of Sierra Pacific Mortgage Company, Inc., as beneficiary, dated September 20, 1999, recorded September 28, 1999, in the mortgage records of Klamath County, Oregon in Book No. M99, at Page 38479, beneficial interest having been assigned to Mortgage Electronic Registration Systems, Inc., as serviced by HomeSide Lending, Inc., covering the described real property in said county

and state, to-wit:

Exhibit "A"

Lots 6 and 7, Block 10, Tract 1173, being a subdivision of Lot 1, Block 10, LYNNEWOOD, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM a parcel of land being a portion of said Lot 7, being more particularly described as follows:

Beginning at the pin which marks the Northeast corner of Lot 2, Tract 1173; thence Westerly 16 feet, more or less, along the Northerly lot line of said lot to a point which is 16 feet Southwesterly and parallel to lot line running between Lots 7 and 8 to the true point of beginning; thence Northwesterly 14 feet along a line which is 16 feet Southwesterly and

parallel to lot line running between Lots 7 and 8 to a point; thence in a Southwesterly direction to the North-west corner of aforesaid Lot 2; thence Easterly along the Northerly lot line of said Lot 2 to the true point of beginning. COMMONLY KNOWN AS: 1380 Wild Plum Court, Klamath Falls, OR 97601.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

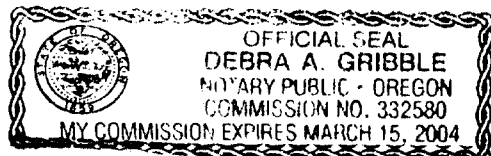
Monthly payments in the sum of \$2,494.34 from March 1, 2001, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to-wit: \$307,132.56, together with interest thereon at the rate of 9.00% per annum from February 1, 2001, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

The Notice of Default and original Notice of Sale given

pursuant thereto stated that the property would be sold on November 14, 2001, at 11:00 AM, in accord with the standard of time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon; however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the court or by proceedings under the National Bankruptcy Act or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on October 18, 2001.

WHEREFORE, notice hereby is given that the undersigned trustee will on December 19, 2001, at 11:00 AM, in accord with the standard of time established by ORS 187.110 at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, (which is the new date, time and place set for sale) sell at public auction to the highest bidder foreclose the interest in the said described real property which the grantor has or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligation.



tions thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. 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 reinstate by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then to 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 said 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's fees not exceeding the amount provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 10/25/01.

By: Kelly D. Sutherland, Successor Trustee.

The Fair Debt Collection Practice Act requires that we state the following:

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

#4465 November 2, 9, 16, 23, 2001.