

LAW OFFICES OF STEVEN J. MELMET, INC.  
2912 S. Daimler Street  
Santa Ana, CA 92705-5811

State of Oregon, County of Klamath  
Recorded 05/03 /2002 2:46 p. m.  
Vol M02. Pg 26628-30  
Linda Smith. County Clerk  
Fee \$ 3.00 # of Pgs 3

TRUSTEE'S SALE NO.: 2002-28667-D  
LOAN NO.: 1001132115

~~FIDELITY NATIONAL TITLE~~

Space Above This Line For Recorder's Use

2410046

## NOTICE OF DEFAULT AND ELECTION TO SELL

Pursuant to O.R.S. 86.705 et seq. and O.R.S. 79.5010, et seq.

Reference is made to that certain Trust Deed made by: JUST M. COLE AND ARLIE K. COLE, AS TENANTS BY THE ENTIRETY, as Grantor to ASPEN TITLE, as Trustee, in favor of INDYMAC BANK, F.S.B., as Beneficiary, dated 11/22/2000 recorded 11/28/2000, in the mortgage records of KLAMATH County, Oregon, as Instrument No. , Book VOL MOO, Page 42614, covering the following described real property situated in said county and state, to-wit:

**PARCEL 1 OF LAND PARTITION 45-97 BEING A PORTION OF LOT 59 OF FAIR ACRES SUBDIVISION NO. 1, SITUATED IN THE NW 1/4 SE 1/4 OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.**

The street address or other common designation, if any, of the real property described above is purported to be:

**1270 HOMEDALE ROAD  
KLAMATH FALLS, OR 97603**

The undersigned trustee, FIDELITY NATIONAL TITLE INSURANCE COMPANY, 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 mortgage records of the county or counties in which the above described real property is situate; further, that no action has been instituted to recover debt, or any part thereof, now remaining secured by the said Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by O.R.S. 86.735 (4).

There is a default by the Grantor or other person owing an obligation, the performance of which is secured by said Trust Deed, or by their 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:

<u>FROM</u>	<u>INT. RATE</u>	<u>NO. PMT</u>	<u>AMOUNT</u>	<u>IMPOUND</u>	<u>TOTAL</u>
11/1/2001	11.75	11	\$757.06	\$60.26	\$8,990.52

**Late Charges:** \$416.35

<b>ADVANCES:</b>	<b>AMOUNT</b>
ADDL LATE FEES	\$37.85

**Grand Total:** \$9,444.72

31/4

**TOGETHER WITH ANY DEFAULT IN THE PAYMENT OF RECURRING OBLIGATIONS AS THEY BECOME DUE.**

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:

The unpaid principal balance of **\$74,761.28** together with interest thereon at the current rate of **11.75%** per annum from **10/1/2001** until paid, plus all accrued late charges, escrow advances, attorney fees and costs, and any other sums incurred or advanced by the beneficiary pursuant to the terms and conditions of said deed of trust.

Notice hereby is given that the beneficiary and current trustee, **FIDELITY NATIONAL TITLE INSURANCE COMPANY**, by reason of said default, have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to O.R.S. 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the said described property which the Grantor had, or had the power to convey, at the time of execution by him of the Trust Deed, together with any interest the Grantor or his successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said 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.

Said sale will be held at the hour of **10:00 AM** in accord with the standard of time established by O.R.S. 187.110 on **9/18/2002** at the following place:

**AT THE MAIN ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET,  
KLAMATH FALLS, OREGON**


County of **KLAMATH**, State of **Oregon**, which is the hour, date and place last set for said sale.

Notice is further given that any person named in O.R.S. 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 of 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 O.R.S. 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes 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: **May 01, 2002**

**FIDELITY NATIONAL TITLE INSURANCE  
COMPANY**

By 

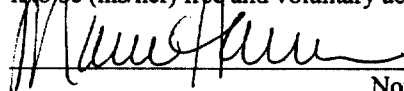
26630

For further information, please contact:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
401 S.W. 4th AVENUE  
PORTLAND, OR 97204  
C/O LAW OFFICES OF STEVEN J. MELMET, INC.  
(949) 263-1000

STATE OF CA }  
COUNTY OF OR } ss.

On 5/2/02, I certify that I know or have satisfactory evidence that ANDY FRAGASSI is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

  
\_\_\_\_\_, Notary Public  
My Commission Expires:



**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL  
BE USED FOR THAT PURPOSE.**