

'02 JUL 31 PM 3:37

Vol M02 Page 43561

RECORDING COVER SHEET
FOR NOTICE OF SALE PROOF
OF COMPLIANCE, PER ORS 205.234
THIS COVER SHEET HAS BEEN PREPARED BY THE
PERSON PRESENTING THE ATTACHED INSTRUMENT FOR
RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

State of Oregon, County of Klamath
Recorded 07/31/2002 3:37 p. m.
Vol M02, Pg 43561-71
Linda Smith, County Clerk
Fee \$ 81.00 # of Pgs 11

AFTER RECORDING RETURN TO:

H & L Services, Inc
1111 Third Avenue Suite 3400
Seattle, WA 98101-3299

ORDER #93531-930738 / K58319

MARK NAME(S) OF ALL THE TRANSACTIONS described in the attached instrument . Fill in the Original Grantor on the Trust Deed and the Beneficiary as indicated. Each Affidavit of Mailing Notice of Sale or affidavit of Publication Notice of Sale or Proof of Service will be considered a transaction.

AFFIDAVIT OF MAILING NOTICE OF SALE (must have
Trustee's Notice of Sale attached)

AFFIDAVIT OF PUBLICATION OF NOTICE OF SALE

PROOF OF SERVICE

Original Grantor on Trust Deed:

Virgle Lee Scott and Elsie Scott, as Husband and Wife

Beneficiary:

Washington Mutual Bank, A Washington Corporation

K71
+10
81

Elsie Scott
aka Elsie M. Scott

13101 Algoma Road
Klamath Falls, OR 97601

Cindy L. Temple

13101 Algoma Road
Klamath Falls, OR 97601

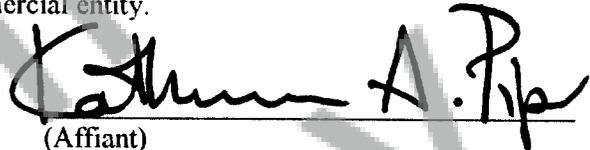
Jeweley A. Orth

13101 Algoma Road
Klamath Falls, OR 97601

The above persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Jennifer L. Droz, attorney for the trustee named in the notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office at Seattle, Washington, on March 21st, 2002. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of the notices was/were mailed after the notice of default and election to sell described in said notice of sale was recorded.

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


(Affiant)

Subscribed and sworn to before me this 25th day of March, 2002.




Print name: R. W. Clayton
Notary Public in and for the State of Washington
Residing at Edmonds
My Commission Expires: April 19, 2002

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43564

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

Roger Clayton
H&L Services, Inc.
1111 Third Avenue, #3400
Seattle, WA 98101

SCOTT
93531-930738

WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If within thirty (30) days of your receipt of this notice you give notice to the undersigned, in writing, that you dispute the debt referred to, or any portion of it, we will mail a verification of such debt to you. In addition, if you make the request within said thirty (30) days in writing, we will provide you with the name and address of the original creditor, if other than the present creditor shown. Notices under this paragraph should be sent to H&L Services, Inc., Attention: Debt Verification Department, 1111 Third Avenue, Suite 3400, Seattle, WA 98101. Unless within thirty (30) days of your receipt of this notice, we receive notice that you dispute the debt, or some portion of the debt, we will assume the debt amount is valid. The purpose of this notice is to collect the indebtedness due, or in the alternative, to repossess the Property (as defined below) which is the security of said debt.

IMPORTANT!

PLEASE READ!

AS OF THE DATE OF THIS NOTICE, THE TOTAL AMOUNT NECESSARY TO HAVE THIS FORECLOSURE PROCEEDING DISMISSED AND THE TRUST DEED REINSTATED IS ESTIMATED TO BE \$4,634.97. THIS IS THE AMOUNT LISTED IN PARAGRAPHS 2 AND 3 BELOW AND IS REFERRED TO IN THIS NOTICE AS THE REINSTATEMENT AMOUNT. BECAUSE OF INTEREST, LATE CHARGES, AND OTHER CHARGES THAT MAY ACCRUE SUBSEQUENT TO THE DATE OF THIS NOTICE, THE AMOUNT DUE ON THE DAY YOU ACTUALLY PAY WILL PROBABLY BE GREATER OR LESS DEPENDING ON WHEN YOU CURE. PLEASE CONTACT OUR REINSTATEMENT DEPARTMENT AT (206) 386-5470 BEFORE SENDING YOUR CHECK TO DETERMINE THE EXACT REINSTATEMENT AMOUNT. IN ORDER TO HAVE THE FORECLOSURE PROCEEDING DISMISSED, YOU MUST PAY THE REINSTATEMENT AMOUNT AT ANY TIME PRIOR TO FIVE DAYS BEFORE THE DATE LAST SET FOR THE SALE. THEREAFTER, AND PURSUANT TO PARAGRAPH 4 BELOW, YOU WILL HAVE TO PAY YOUR ENTIRE LOAN BALANCE PLUS ALL OTHER CHARGES LISTED IN PARAGRAPH 3 OF THIS NOTICE IN FULL IN ORDER TO STOP THE FORECLOSURE SALE. FOR FURTHER INFORMATION, ON REINSTATEMENT OR PAYOFFS, WRITE US AT H&L SERVICES, INC., ATTENTION: REINSTATEMENT DEPARTMENT, 1111 THIRD AVENUE, SUITE 3400, SEATTLE, WA 98001 OR CALL US AT (206) 386-5470. UNLESS OTHERWISE AGREED WITH THE CREDITOR, ALL REINSTATEMENT AND PAYOFF FUNDS MUST BE IN THE FORM OF A CASHIER'S OR CERTIFIED CHECK.

The creditor to whom this amount is owed is WASHINGTON MUTUAL BANK.

THE INFORMATION ABOVE IS PROVIDED IN COMPLIANCE WITH THE FEDERAL FAIR DEBT COLLECTION PRACTICES ACT.

TRUSTEE'S NOTICE OF SALE

1. DEFAULT:

Reference is made to that certain trust deed made by VIRGLE LEE SCOTT AND ELSIE SCOTT, AS HUSBAND AND WIFE, as Grantors, to ASPEN TITLE AND ESCROW, AN OREGON CORPORATION, as Trustee, in favor of WASHINGTON MUTUAL BANK, A WASHINGTON CORPORATION, as Beneficiary, which is dated AUGUST 21, 1997, and recorded on AUGUST 22, 1997, in the Mortgage Records of Klamath County, Oregon, as INSTRUMENT No. 44051, VOLUME M97, PAGE 27658, covering the following described real and personal property (the "Property") situated in Klamath County, Oregon, to-wit:

LOTS 18 AND 19, BLOCK 10, SECOND ADDITION TO NIMROD RIVER PARK, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

The property includes a 1974 28 X 60 mobile home. Manufacturer Silvecrest, Serial No. WS922XGWS922U. The mobile home shall be permanently affixed to the real estate and nor severed or removed therefrom without the prior written consent of the Beneficiary. Together with all personal property, which is now or may hereafter be attached to, located in or used or intended to be used in connection herewith (collectively 'The Property').

The Beneficiary has elected to treat the property as real estate and to sell it as real estate at the trustee's sale.

The Property is more commonly known as: 32656 HARNEY ROAD, SPRAGUE RIVER, OR 97639

2. ELECTION TO SELL & AMOUNTS PAST DUE

The Beneficiary has elected to proceed as to both the personal property and the real property in accordance with the rights with respect to the real property and as permitted by O.R.S. 79.5010(4). Both the beneficiary and the trustee have elected to sell the said Property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.753(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

MONTHLY PAYMENTS:	
Number of monthly payments	6
Amount of each monthly payment (SEPTEMBER 21, 2001 through FEBRUARY 21, 2002)	\$524.64
	Monthly Payments subtotal \$3,147.84
LATE CHARGES:	
	Late Charges subtotal \$ 188.53
TOTAL MONTHLY PAYMENTS AND LATE CHARGES:	\$3,336.37

3. OTHER CHARGES, COSTS AND FEES:

In addition to the amounts in arrears specified above, in order to reinstate the loan, you are obliged to pay the following charges, costs and fees to reinstate the Deed of Trust:

Title Reports	\$314.00
Process Service Charges	\$115.00
Copying / Faxing / Telephone	\$50.00
Trustee's/Attorney's Fee	\$675.00
Postage Fee	\$52.00
Recording Fees	\$85.00
Not Sufficient Funds Check Fees	\$.00
Miscellaneous Lender Fees	\$7.60
Publication Fees	Varies *
TOTAL CHARGES, COSTS AND FEES	\$1,298.60 **

*Publication fees can vary from \$600 to \$2000 depending on the county, newspaper, and number of words to be published. The cost of publication for this sale is not yet ascertainable, but the

information will be available 20 days before the scheduled sale date by calling the number listed above.

**As described in the introduction to this notice, there may be additional costs not yet ascertainable at this time due to interest, late charges, and other charges that accrue subsequent to the date of this notice. The total amount necessary to cure may be greater or less depending on when you cure the default. Please call us at the number listed above to determine the exact reinstatement amount.

4. DECLARATION OF ALL SUMS OWING IF DEFAULT IS NOT CURED AT LEAST FIVE DAYS PRIOR TO TRUSTEE'S SALE

By reason of said default, the beneficiary declares all sums owing on the obligation secured by the trust deed due and payable in full (including principal, interest, late fees, and other charges) if the Grantor fails to cure default at least FIVE DAYS PRIOR TO the sale date listed in Section 5. As of the date of this notice, the obligation secured by the Trust Deed includes an unpaid principal balance of \$52,872.24 plus interest thereon at a rate of 11.250% from September 4, 2001, until paid; plus late charges of \$26.23 for every month thereafter the regular monthly payment is more than 15 days late; plus reconveyance fees of \$65.00, and the amounts listed in paragraph 3 above.

5. TRUSTEE'S SALE

WHEREFORE, notice hereby is given that the undersigned trustee will on FIRDAY, AUGUST 2, 2002, at the hour of 10:00 o'clock A.M., in accordance with the standard of time established by ORS 187.110, at the front entrance of the Klamath County Courthouse, 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 Property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or the grantor's successors in interest acquired after the execution of grantor of the 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 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 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 singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing the 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.

6. INQUIRIES

Inquiries regarding reinstatement, payoff or debt verification should be directed to the addresses and telephone numbers shown on the first page of this notice. All other inquiries concerning this notice should be directed to the undersigned.

DATED: March 19, 2002.

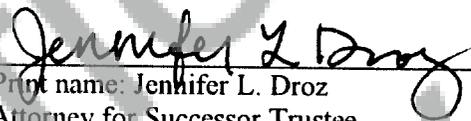


Cory B. Zion, Successor Trustee
C/O H&L SERVICES, INC.
1111 THIRD AVENUE, #3400
Seattle, Washington 98104-7006
(206) 386-5470

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I, the undersigned, certify that I am the attorney or one of the attorneys for the above named successor trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale.

FOSTER PEPPER & SHEFELMAN PLLC



Print name: Jennifer L. Droz
Attorney for Successor Trustee

Unofficial Copy

SCOTT
93531-930738
0008254450

Rights of Military Personnel on Active Duty re Mortgage Foreclosures/Trust Deeds

Under the Soldiers' and Sailors' Civil Relief Act, active duty persons in military service and dependant family members have certain financial protections. One of these protections specifically covers mortgage foreclosures to include the action for which you are receiving this notice. Under the Act, if a service member owned real property prior to his or her active duty service, that property may not be foreclosed upon during his or her active duty service or three months thereafter absent certain special circumstances.

If you or your immediate family member is on active duty military service, and he or she purchased this property before entering active duty, please notify us IMMEDIATELY so that we may postpone any foreclosure process upon verification of active duty status.

Please both contact our office by phone at 206-447-5473 and send a fax to 206-749-2020 or letter to 1111 Third Avenue, Suite 3400, H&L Services, Seattle, WA 98101-3299 with the following information:

1. Address of property
2. Enclose a copy of this notice of sale
3. The name, branch of service, rank, and date of birth of the person on military service
4. A copy of the person's active duty orders

We are happy to work with members of the Armed Forces and their families to assist them in satisfying their financial obligations while fulfilling their military service. Your prompt notification will help ensure you are afforded these rights.

SCOTT 93531930738

43569

**JEFFERSON STATE ADJUSTERS
RECOVERY IS OUR BUSINESS**

1135 Pine Street
Klamath Falls, Oregon 97601
Phone: (541) 882-8036 Fax: (541) 883-2129

AFFIDAVIT OF NON-OCCUPANCY

STATE OF OREGON
COUNTY OF KLAMATH

I, Robert Cudo, being first duly sworn, depose and say: That I am and have been at all material times hereto, a competent person over the age of eighteen years and a resident of the county of Klamath, State of Oregon. I am not a party to, an attorney for, or interested in any suit or action involving the property described below.

That on the 26th day of March 2002, after personal inspection, I found the following described real property to be unoccupied.

Commonly described as (Street address) 32656 Harney Rd Sprague River, Oregon 97639

I declare under the penalty of perjury that the above statements are true and correct.

[Signature]

3-27-02

(Signed and Dated)

Subscribed and Sworn to before me this 27th day of March, 2002



Margaret A. Nielsen
NOTARY PUBLIC OF OREGON
MY COMMISSION EXPIRES: 4-12-04

Affidavit of Publication

43570

STATE OF OREGON, COUNTY OF KLAMATH

93531-930738

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 # 4924

Trustee's Notice of Sale

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:

June 5, 12, 19, 26, 2002

Total Cost: \$1,485.00

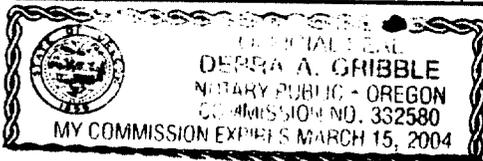
Subscribed and sworn

before me on: June 26, 2002

Debra A. Snibbe

Notary Public of Oregon

My commission expires March 15, 2004



TRUSTEE'S NOTICE OF SALE

We are a debt collector. This communication is an attempt to collect a debt and any information obtained will be used for that purpose. If within thirty (30) days of your receipt of this notice you give notice to the undersigned, in writing, that you dispute the debt referred to, or any portion of it, we will mail a verification of such debt to you. In addition, if you make the request within said thirty (30) days in writing, we will provide you with the name and address of the original creditor, if other than the present creditor shown. Notices under this paragraph should be sent to H&L Services, Inc., Attention: Debt Verification Department, 1111 Third Avenue, Suite 3400, Seattle, WA 98101. Unless within thirty (30) days of your receipt of this notice, we receive notice that you dispute the debt, or some portion of the debt, we will assume the debt amount is valid. The purpose of this notice is to collect the indebtedness due, or in the alternative, to repossess the Property (as defined below) which is the security of said debt.

IMPORTANT! PLEASE READ!

As of the date of this notice, the total amount necessary to have this foreclosure proceeding dismissed and the trust

deed reinstated is estimated to be \$4,634.97. This is the amount listed in paragraphs 2 and 3 below and is referred to in this notice as the reinstatement amount. Because of interest, late charges, and other charges that may accrue subsequent to the date of this notice, the amount due on the day you actually pay will probably be greater or less depending on when you cure. Please contact our reinstatement department at (206) 386-5470 before sending your check to determine the exact reinstatement amount. In order to have the foreclosure proceeding dismissed, you must pay the reinstatement amount at any time prior to five days before the date last set for the sale. Thereafter, and pursuant to paragraph 4 below, you will have to pay your entire loan balance plus all other charges listed in paragraph 3 of this notice in full in order to stop the foreclosure sale. For further information on reinstatement or payoffs, write us at H&L Services, Inc., Attention: Reinstatement Department, 1111 Third Avenue, Suite 3400, Seattle, WA 98001 or call us at (206) 386-5470. Unless otherwise agreed with the creditor, all reinstatement and payoff funds must be in the form of a cashier's or certified check. The creditor to whom this amount is owed is

Washington Mutual Bank. The information above is provided in compliance with the Federal Fair Debt Collection Practices Act.

1. Default: Reference is made to that certain trust deed made by VIRGLE LEE SCOTT AND ELSIE SCOTT, as husband and wife, as Grantors, to ASPEN TITLE AND ESCROW, an Oregon Corporation, as Trustee, in favor of WASHINGTON MUTUAL BANK, a Washington Corporation, as Beneficiary, which is dated August 21, 1997, and recorded on August 22, 1997, in the Mortgage Records of Klamath County, Oregon, as Instrument No. 44051, Volume M97, Page 27658, covering the following described real and personal property (the "Property") situated in Klamath County, Oregon, to-wit: Lots 18 and 19, Block 10, Second Addition to Nimrod River Park, in the County of Klamath, State of Oregon.

The property includes a 1974 28X60 mobile home. Manufacturer Silvercrest, Serial No. WS922XGWS922U. The mobile home shall be permanently affixed to the real estate and not severed or removed therefrom without the prior written consent of the beneficiary. Together with all personal property, which is now or may hereafter be attached to, located in or used or intended to be used

in connection herewith (collectively "The Property"). The beneficiary has elected to treat the property as real estate and to sell it as real estate at the trustee's sale. The Property is more commonly known as: 32656 Harney Road, Sprague River, OR 97639.

2. Election To Sell & Amounts Past Due:

The Beneficiary has elected to proceed as to both the personal property and the real property in accordance with the rights with respect to the real property and as permitted by ORS 79.5010(4). Both the beneficiary and trustee have elected to sell the said property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to ORS 86.753(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:
 Monthly Payments: Number of Monthly Payments, 6;
 Amount of each Monthly Payment, (September 21, 2001 through February 21, 2002), \$524.64;
 Monthly Payments Subtotal, \$3,147.84;
 Late Charges: Late Charges Subtotal, \$188.53; Total Monthly Payments and Late Charges: \$3,336.37.

3. Other Charges, Costs and Fees:

In addition to the amounts in arrears specified above, in order to reinstate the loan, you are obligated to pay the following charges, costs and fees to reinstate the Deed of Trust: Title Reports, \$314.00; Process Service Charges, \$113.00; Copying/Faxing/Telephone, \$50.00; Trustee's/Attorney's Fees, \$675.00; Postage Fee, \$52.00; Recording Fees, \$85.00; Not Sufficient Funds Check Fees, \$0.00; Miscellaneous Lender Fees, \$7.60; Publication Fees, Varies; Total Charges, Costs and Fees, \$1,298.60.

Publication fees can vary from \$600 to \$2,000 depending on the county, newspaper, and number

of words to be published. The cost of publication for this sale is not yet ascertainable, but the information will be available 20 days before the scheduled sale date by calling the number listed above. As described in the introduction to this notice, there may be additional costs not yet ascertainable at this time due to interest, late charges, and other charges that accrue subsequent to the date of this notice. The total amount necessary to cure may be greater or less depending on when you cure the default. Please call us at the number listed above to determine the exact reinstatement amount.

4. Declaration of all Sums Owning if Default is Not Cured at Least Five Days Prior to Trustee's Sale.

By reason of said default, the beneficiary declares all sums owing on the obligation secured by the trust deed due and payable in full (including principal, interest, late fees, and other charges) if the Grantor fails to cure default at least five days prior to the sale date listed in Section 5. As of the date of this notice, the obligation secured by the trust deed, includes an unpaid principal balance of \$52,877.24 plus interest thereon at a rate of 11.250% from September 4, 2001, until paid; plus late charges of \$26.23 for every month thereafter the regular monthly payments is more than 15 days late; plus reconveyance fees of \$65.00 and the amounts listed in paragraph 3 above.

5. Trustee's Sale:

WHEREFORE, notice hereby is given that the undersigned trustee will on Friday, August 2, 2002 at the hour of 10:00 AM in accordance with the standard of time established by ORS 187.110 at the front entrance of the Klamath County Courthouse, 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 property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or the grantor's successors in interest acquired after the execution of grantor of the 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 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 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 singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing the 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.

6. Inquiries:

Inquiries regarding reinstatement,

payoff or debt verification should be directed to the addresses and telephone numbers shown on the first page of this notice. All other inquiries concerning this notice should be directed to the undersigned.

Dated: March 19, 2002. By: Cory B. Zion, Successor Trustee, H&L Services, Inc.
 #4924 June 5, 12, 19, 26, 2002.

Official Copy