

'02 JUL 31 PM3:37

Vol M02 Page 43572

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 43572-82
Linda Smith, County Clerk
Fee \$ 8.00 # of Pgs 11

AFTER RECORDING RETURN TO:

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

ORDER # 93531-930482 / K58190

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.

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

✓ ☒ **X AFFIDAVIT OF PUBLICATION OF NOTICE OF SALE**

✓ ☒ **X PROOF OF SERVICE**

Original Grantor on Trust Deed:

John Edward Salas and Raimie Ann Salas

Beneficiary:

Washington Mutual Bank

K71
+10-
81-

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

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

SALAS
91850-930482

AFFIDAVIT OF MAILING - TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

I, Katherine Pipel, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Washington, a competent person over the age of eighteen years, and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed made by JOHN EDWARD SALAS AND RAIMIE ANN SALAS, AS TENANTS BY THE ENTIRETY, as Grantors, to ASPEN TITLE, AN OREGON CORPORATION, as Trustee, in favor of WASHINGTON MUTUAL BANK, as Beneficiary, which is dated MAY 7, 1997, and recorded on MAY 8, 1997, in the Mortgage Records of Klamath County, Oregon, as INSTRUMENT NO. 37342, VOLUME M97, PAGE 14083, and covers the real and personal property described in the attached notice.

THE NORTHERLY ONE-HALF OF LOTS 4 AND 5, BLOCK 48, FIRST ADDITION
TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE
OF OREGON.

THE PROPERTY INCLUDES A 1997, 28 X 56 MOBILE HOME, MANUFACTURER GUERDON, MODEL S7-56541, SERIAL NO. GDSTOR159718988. 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 THEREWITH (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.

I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

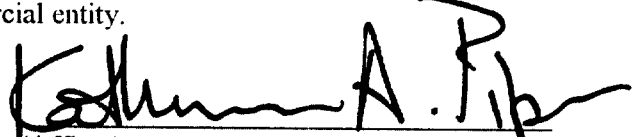
NAME	ADDRESS
John Edward Salas	310 Jefferson Street Klamath Falls, OR 97601
Raimie Ann Salas	310 Jefferson Street Klamath Falls, OR 97601
John Edward Salas	P.O. Box 184 Dallas, OR 97338
Raimie Ann Salas	P.O. Box 184 Dallas, OR 97338
John Edward Salas	331 Jefferson Street Klamath Falls, OR 97601

Raimie Ann Salas	331 Jefferson Street Klamath Falls, OR 97601
Occupants/Residents of Premises	310 Jefferson Street Klamath Falls, OR 97601
Klamath County Tax Collector	305 Main Street, Floor 1 Klamath Falls, OR 97601
Raimie Ann Salas, c/o District Attorney/Family Support	305 Main Street Klamath Falls, OR 97601
Susan G. Margiloff	706 Main Street Klamath Falls, OR 97601
Carter-Jones Collections, LLC c/o Neal G. Buchanan	435 Oak Avenue Klamath Falls, OR 97601-6154
City of Klamath Falls, Code Enforcement ATTN: Rick Bowman	P.O. Box 237 Klamath Falls, OR 97601
City of Klamath Falls Police Department Code Enforcement	P.O. Box 237 226 South Fifth Street Klamath Falls, OR 97601
State of Oregon, Dept of Human Resources	1495 Edgewater Street Northwest, #290 Salem, OR 97304
State of Oregon, Dept of Justice Support Enforcement Division	1515 Southwest Fifth, Suite No. 415 Portland, OR 97201
Hardy Myers, Attorney General State of Oregon	Justice Building Salem, OR 97310

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.

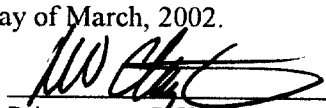
Each of the notices so mailed was certified to be a true copy of the original notice of sale by Jennifer L. Droz, attorney for the trustee named in the notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office at Seattle, Washington, on the 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

43575

RECORDED AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:

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

SALAS
91850-930482

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 \$8,327.31. 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 JOHN EDWARD SALAS AND RAIMIE ANN SALAS, AS TENANTS BY THE ENTIRETY, as Grantors, to ASPEN TITLE, AN OREGON CORPORATION, as Trustee, in favor of WASHINGTON MUTUAL BANK, as Beneficiary, which is dated MAY 7, 1997, and recorded on MAY 8, 1997, in the Mortgage Records of Klamath County, Oregon, as INSTRUMENT NO. 37342, VOLUME M97, PAGE 14083, covering the following described real and personal property (the "Property") situated in Klamath County, Oregon, to-wit:

THE NORTHERLY ONE-HALF OF LOTS 4 AND 5, BLOCK 48, FIRST ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

THE PROPERTY INCLUDES A 1997, 28 X 56 MOBILE HOME, MANUFACTURER GUERDON, MODEL S7-56541, SERIAL NO. GDSTOR159718988. 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 THEREWITH (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: 310 JEFFERSON STREET, KLAMATH FALLS, OR 97601

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:	
Monthly Payments from AUGUST 1, 2001 through MARCH 1, 2002	\$6,693.24
LATE CHARGES:	\$252.27
TOTAL AMOUNT DUE:	\$6,945.51

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	\$395.00
Process Service Charges	\$115.00
Copying / Faxing / Telephone	\$25.00
Trustee's/Attorney's Fee	\$675.00
Postage Fee	\$64.00
Recording Fees	\$85.00
Not Sufficient Funds Check Fees	\$.00
Miscellaneous Lender Fees	\$22.80
Publication Fees	<u>Varies</u> *
TOTAL CHARGES, COSTS AND FEES	\$1,381.80 **

*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 \$79,276.17 plus interest thereon at a rate of 11.375%, from August 13, 2001, until paid; plus late charges of \$42.00 for every month thereafter the regular monthly payment is more than 15 days late; plus reconveyance fees of \$65.00; plus attorney and trustee's fees and costs for this foreclosure, less any unapplied funds; and the amounts listed in paragraph 3 above.

5. TRUSTEE'S SALE

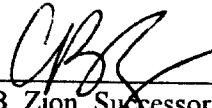
WHEREFORE, notice hereby is given that the undersigned trustee will on FRIDAY, AUGUST 2, 2002, at the hour of 10:00 o'clock A.M., in accordance with the standard of time established by ORS 187.110, at the front entrance of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, 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.

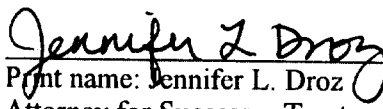


Cory B. Zion, Successor Trustee
C/O H&L SERVICES, INC.
1111 THIRD AVENUE, #3400
Seattle, Washington 98104-7006
(206) 386-5470

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

43579

SALAS
93531-930482
0008016107

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.

AFFIDAVIT OF SERVICE

43580

Trustee's Sale No.: 93531-930482
Trustee's Sale Date: August 2, 2002
Grantor/Successor: Salas

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

I hereby certify and swear that I am now and at all times herein mentioned a citizen of the United States and resident of the State of Oregon, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness herein.

I made service of the attached Trustee's Notice of Sale upon the occupants of 310 Jefferson St Klamath Falls, OR 97601, pursuant to ORC §6.745 and ORCP 7 D(2) and 7D(3):

PERSONAL SERVICE UPON OCCUPANTS OF PROPERTY

Upon Occupant by delivering a copy to Raimie Salas personally and a person, on 4/1/02, at 5:39am/pm.

SUBSTITUTED SERVICE UPON OCCUPANTS OF PROPERTY

Upon Occupant, Chris Moore by delivering such true copy(s) at his/her dwelling house or usual place of abode, to Raimie Salas, who is a person over the age of 14 years and an occupant of residence, on 4/1/02, at 5:39 am/pm.

SUBSTITUTE SERVICE MAILER

That on the 2nd day of April, 2002, I deposited by regular/registered/certified mail with the United States Post Office a properly addressed, postage prepaid envelope containing a copy of said Trustee's Notice of Sale, addressed to Occupant(s), at the address stated in said Notice of Trustee Sale, with a statement of the date, time and place at which substitute service was made.
() Substitute Service Mailer attached as a separate document.

NON-OCCUPANCY

I certified that I received the within document for service on the ____ day of _____, 20____. After due search, careful inquiry and diligent attempts at the address listed in the Trustee's Notice of Sale, I have been unable to effect process upon the occupant being served due to non-occupancy of said property (address listed above). The following attempts were made:

By: Ed Foreman
Print Name: Ed Foreman

Subscribed and Sworn before me this 2nd day of April, 2002.



Margaret A. Nielsen
Notary Public and for the State of Oregon
Commission Expires: 4-12-04

Affidavit of Publication

43581

STATE OF OREGON, COUNTY OF KLAMATH

93531 - 930482

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 # 4923

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

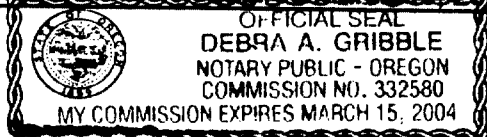
Total Cost: \$1,471.50

Larry L. Wells
Subscribed and sworn

before me on: June 26, 2002

Debra A. Gribble
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 dis-

missed and the trust deed reinstated is estimated to be \$8,327.31. 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 98101 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 JOHN EDWARD SALAS AND RAIMIE ANN SALAS, as tenants by the entirety, as Grantors, to ASPEN TITLE, an Oregon Corporation, as Trustee, in favor of WASHINGTON MUTUAL BANK, as Beneficiary, which is dated May 7, 1997, and recorded on May 8, 1997, in the Mortgage Records of Klamath County, Oregon, as Instrument No. 37342, Volume M97, Page 14083, covering the following described real and personal property situated in Klamath County, Oregon to wit: The Northerly one-half of Lots 4 and 5, Block 48, First Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon. The property includes a 1997, 28X56 mobile home, manufacturer Guerdon, model S7-56541, Serial No. GDSTOR 159718988. 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 attach-

ed to, located in or used or intended to be used in connection therewith (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 properties more commonly known as 310 Jefferson Street, Klamath Falls, OR 97601.

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 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: Monthly Payments from August 1, 2001 through March 1, 2002 - \$6,693.24; Late Charges: \$252.27; Total Amount Due: \$6,945.51.

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, \$395.00; Process Service Charges, \$115.00; Copying/Faxing/Telephone, \$25.00; Trustee's/Attorney's Fee, \$675.00; Postage Fee, \$64.00; Recording Fees, \$85.00; Not Sufficient Funds Check Fees, \$0.00; Miscellaneous Lender Fees, \$22.80; Publication Fees, Varies; Total Charges, Cost and Fees, \$1,381.80.

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 be-

fore 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 Owed 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 3. As of the date of this notice, the obligation secured by the Trust Deed includes an unpaid principal balance of \$79,276.17 plus interest thereon at a rate of 11.375% from August 13, 2001, until paid; plus late charges of \$42.00 for every month thereafter the regular monthly payment is more than 15 days late; plus reconveyance fees of \$65.00; plus attorney and trustee's fees and costs for this foreclosure, less any unapplied funds; 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

87.110, 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 no-

tice should be directed to the undersigned.

Dated: March 19, 2002. By: Cory B. Zion, Successor Trustee, H&L Services, Inc.
#4923 June 5, 12, 19, 26, 2002.

43582