		_	_	_	_	-
Vol	M02	_Page				

AFFIDAVIT OF MAILING OF NOTICE OF SALE

K-58604	State of Oregon, County of Klamath
STATE OF OREGON)	Recorded 08/05/2002 11:50 a. m. Vol M02, Pg 4/4068-74
) ss	
COUNTY OF LANE)	ree \$ # of Pgs

- I, MICHAEL C. AROLA, being first duly sworn, depose and say:
- 1. I am the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.
- 2. I served the attached Trustee's Notice of Sale upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on May 6, 2002:

Owen E. Moore Registered Agent Bekco, Inc. 10712 Kestre1 Klamath Falls OR 97601

3. The above copies were enclosed in sealed envelopes addressed to the parties named above at the addresses set forth below their names which, to the best of my knowledge, were their last known addresses as of the date of mailing. The copies were mailed by certified mail, return receipt requested, and by first class mail, with postage prepaid.

Michael C. Arola

Signed and sworn to before me on May 6, 2002, by MICHAEL C. AROLA.

Notary Public for Oregon

My Commission Expires: 11-23-03

OFFICIAL SEAL
CAROL B MART
NOTARY PUBLIC-OREGON
COMMISSION NO. 228154
MY COMMISSION EXPIRES NOV 23, 2003

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

$_{ m I,}$ Dave Shuck ,	being first duly sworn, depose and say: T	That I am and have been
at all material times hereto, a competent per	son over the age of eighteen years and a re	esident of the county of
Klamath , State of Oregon. I	am not a party to, an attorney for, or inter-	ested in any suit or action
nvolving the property described below.		
That on the 26th day of Apri	1 , 2002, after personal inspection	on, I found the following
described real property to be unoccupied.		
	1120 Couth Coming Chapt	
Commonly described as (Street address) _	1120 South Spring Stree	ec
· -	Klamath Falls, Oregon	97601
declare under the penalty of perjury that the	ne above statements are true and correct. (Signed and Dated)	4-29-02 Dave Shuck
	(Signed and Dated)	Dave Snuck
Subscribed and Sworn to before me this Z	9 day of april 2002.	



NOTARY PUBLIC OF OREGON MY COMMISSION EXPIRES: 4-12-04

TRUSTEE'S NOTICE OF SALE

The Trustee under the terms of the Trust Deeds described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deeds to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

TRUST DEED ONE: Α

1. PARTIES:

Grantor:

BEKCO, INC.

Trustee:

WILLIAM L. SISEMORE

Successor Trustee: MICHAEL C. AROLA Beneficiary:

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

RECORDING. The Trust Deed was recorded as follows: 2.

> Date Recorded: March 23, 1999 Volume M99, Page 10343

Official Records of Klamath County, Oregon

- DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A monthly payment in the amount of \$3,577.84 due December 1, 2001, plus monthly payments in the amount of \$3,766.14 each, due the first of each month, for the months of January through April, 2002; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.
- AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$419,763,08 plus interest at the rate of 8,25% per annum from November 1, 2001; plus late charges of \$932.13; plus advances and foreclosure attorney fees and costs.

TRUST DEED TWO: B.

PARTIES: 1.

Grantor:

BEKCO, INC.

Trustee:

PACIFIC CASCADES FINANCIAL, INC.

Successor Trustee: MICHAEL C. AROLA

Beneficiary:

KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

2. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: February 21, 2001

Volume M01, Page 7202

Official Records of Klamath County, Oregon

- DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A monthly payment in the amount of \$1,652.55 due December 1, 2001, plus monthly payments in the amount of \$1,730.40 each, due the first of each month, for the months of January through April, 2002; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.
- AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$73,127.34 plus interest at the rate of 18% per annum from November 1, 2001; plus late charges of \$427.86; plus advances and foreclosure attorney fees and costs.
- DESCRIPTION OF PROPERTY: The real property is described as follows: C.

As described on the attached Exhibit A.

ELECTION TO SELL. The Trustee hereby elects to sell the property to satisfy the obligations secured by the Trust Deeds. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

Ē. TIME OF SALE.

Date: September 5, 2002

Time: 11:00 a.m. as established by ORS 187.110

Place: Front of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure dismissed and the Trust Deeds 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deeds and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deeds, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

Any questions regarding this matter should be directed to Carol Mart, Legal Assistant, (541) 686-8511.

DATED: April 22, 2002.

/s/ Michael C. Arola

MICHAEL C. AROLA, Successor Trustee HERSHNER, HUNTER, ANDREWS, NEILL & SMITH, LLP P.O. Box 1475 Eugene, OR 97440

EXHIBIT "A" LEGAL DESCRIPTION

The following described real property situate in Klamath County, Oregon:

A tract of land situated in Government Lots 6 and 7 in Section 33, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, and being a portion of that certain tract described in deed from Weyerhaeuser Company to Juckeland Motors, Inc., recorded in Volume M65, page 110, Microfilm Records of Klamath County, Oregon, and being more particularly described as follows:

Beginning at the 1 1/2 inch iron pipe marking the intersection of the Southwesterly line of South Sixth Street with the Westerly line of the Southern Pacific Railroad right of way, said iron pipe being the Northeasterly corner of lands conveyed by Ewauna Box Company to Weyerhaeuser Timber Company be Deed Volume 227, page 47, Records of Klamath County, Oregon, all as shown on Map of Record Survey No. 621; thence North 55 degrees 22' West along the Southwesterly line of South Sixth Street, a distance of 250.0 feet to a 1 1/2 inch iron pipe; thence South 34 degrees 38' West a distance of 329.0 feet, more or less, to the most Southerly corner of tract conveyed be Weyerhaeuser Timber Company to State of Oregon by Deed Volume 281 page 268, Records of Klamath County, Oregon, said point also being the Northeasterly corner of said Juckeland Tract as described in Volume M65, page 110, Microfilm Records of Klamath County, Oregon, and the TRUE POINT OF BEGINNING of this description; thence North 55 degrees 46' 30" West a distance of 350.0 feet, more or less, to the most Northerly corner of said Juckeland Tract; thence South 34 degrees 38' West, along the Northwesterly line of said Juckeland Tract; a distance of 470.73 feet to a 5/8 inch iron pin, said point being North 34 degrees 38' East a distance of 146.33 feet, from the Northeasterly right of way of the O. C. & E. Railroad; thence South 55 degrees 22' East a distance of 347.42 feet, more or less, to a 5/8 inch iron pin on the Southeasterly line, a distance of 469.9 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the Southeasterly 60 feet of even width, measured at right angles from the Southeasterly line of above described tract.

Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

Legal # 4996

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

was published in the entire issue of said newspaper for: (4) Four Insertion(s) in the following issues: June 28, July 5, 12, 19, 2002 Total Cost: \$1,080.00	Notice of Sale/E	Bekco, Inc.
Insertion(s) in the following issues: June 28, July 5, 12, 19, 2002 Total Cost: \$1,080.00 Subscribed and sworn		
Insertion(s) in the following issues: June 28, July 5, 12, 19, 2002 Total Cost: \$1,080.00 Subscribed and sworn	a printed copy of	of which is hereto annexed,
Insertion(s) in the following issues: June 28, July 5, 12, 19, 2002 Total Cost: \$1,080.00 Subscribed and sworn	was published in	n the entire issue of said
Insertion(s) in the following issues: June 28, July 5, 12, 19, 2002 Total Cost: \$1,080.00 Subscribed and sworn	newspaper for:	(4)
Total Cost: \$1,080.00 Subscribed and sworn		Four
Total Cost: \$1,080.00 Subscribed and sworn		
Subscribed and sworn	Insertion(s) in th	ne following issues:
Total Cost: \$1,080.00 Subscribed and sworn	June 28, July 5,	12, 19, 2002
Subscribed and sworn		
Subscribed and sworn	Total Cost:	\$1,080.00
Subscribed and sworn		
Subscribed and sworn	_	
	- San	I Well
	Subscribed and	sworn
before me on: July 19, 2002	before me on:	July 19, 2002

TRUSTEE'S NOTICE OF SALE

The Trustee under the terms of the Trust Deeds described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deeds to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided: A. TRUST DEED ONE: 1. PARTIES: Grantor: BEKCO, INC., Trustee: WIL-LIAM SISEMORE, Successor Trustee: MICHAEL C. ARO-.A, Beneficiary KLAMATH FIRST FEDERAL SAV INGS AND LOAN ASSOCIATION 2. RECORDING: The Trust Deed was recorded as follows: Date Recorded: March 23, 1999, Volume M99, Page 10343, Official Records of Klamath County, Oregon. 3. DEFAULT: The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A monthly payment in the amount of \$3,577.84 due December 1, 2001, plus monthly payments in the amount of \$3,766.14 each, due the first of each month, for the months of January through April, 2002; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest. 4. AMOUNT DUE: The amount due on the Note which is sebalance in the amount of \$419,763.08 plus interest at the rate of 8.25% per annum from November 1, 2001; plus late charges of \$932.13; plus advances and foreclosure attorney fees and costs. **B. TRUST DEED** TWO: 1. PARTIES: Grantor: BEKCO, INC., Trustee: PACIFIC CASCADES FINAN-CIAL, INC., Successor Trustee: MI-CHAEL C. AROLA, Beneficiary: KLA-MATH FIRST FED-ERAL SAVINGS AND LOAN ASSO-CIATION. 2. RECORDING: The Trust Deed was recorded as follows: **Date Recorded:** February 21, 2001, Volume M01, Page 7202, Official Re cords of Klamath County, Oregon.
3. DEFAULT: The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A monthly payment in the amount of \$1,652.55 due December 1, 2001, plus monthly payments in the amount of \$1,730.40 each, due the first of each

month, for the

months of January

plus late charges

any unpaid real

property taxes or

liens, plus interest.

4. AMOUNT DUE:

The amount due on

cured by the Trust

herein is: Principal

amount of \$73,127.34

plus interest at the

rate of 18% per an-

Deed referred to

balance in the

the Note which is se-

through April, 2002;

and advances; plus

herein is: Principal

num from November 1, 2001; plus late charges of \$427.86; plus advances and foreclosure attorney fees and costs.
C. DESCRIPTION OF PROPERTY: The real property is described as follows:

EXHIBIT "A"
Legal Description
The following described real property situate in Klamath County, Oregon:

A tract of land situated in Government Lots 6 and 7 in Section 33, Township 38 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon, and being a portion of that certain tract described in deed from Weverhaeuser Company to Juckeland Motors, Inc., recorded in Volume M65, Page 110, Microfilm Records of Klamath County, Oregon, and being more particularly described as follows

Beginning at the 1 1/2 inch iron pipe marking the intersection of the Southwesterly line of South Sixth Street with the Westerly line of the Southern Pacific Railroad right of way, said iron pipe being the Northeasterly corner of lands conveyed by Ewauna Box Company to Weyerhaeuser Timber Company be Deed Volume 227, Page 47, Records of Klamath County, Oregon, all as shown on Map of Record Survey No. 621; thence North 55 degrees 22' West along the Southwesterly line of South Sixth Street, a distance of 250.0 feet to a 1 1/2 inch iron pipe; thence South 34 degrees 38' West a dis-



My commission expires March 15, 2004

cured by the Trust

Deed referred to

tance of 329.0 feet, more or less, to the most Southerly corner of tract conveyed be Weyerhaeuser Timber Company to State of Oregon by Deed Volume 281, Page 268, Records of Klamath County, Oregon, said point also being the Northeasterly corner of said Juckeland Tract as described in Volume M65, Page 110, Microfilm Records of Klamath County, Oregon, and the TRUE POINT OF **BEGINNING** of this description; thence North 55 degrees 46' West a distance of 350.0 feet, more or less, to the most Northerly corner of said Juckeland Tract; thence South 34 degrees 38' West, along the Northwesterly line of said Juckeland Tract a distance of 470.73 feet to a 5/8 inch iron pin, said point being North 34 degrees 38' East a distance of 146.33 feet, from the Northeasterly right of way of the O.C.& E. Railroad; thence South 55 degrees 22' East a distance of 347.42 feet, more or less, to a 5/8 inch iron pin on the Southeasterly line of said Juckeland Tract; thence North 34 degrees 385 East along said Southeasterly line, a distance of 469.9 feet, more or less, to the point of begin-

EXCEPTING
THEREFROM the
Southeasterly 60 feet
of even width, measured at right angles
from the Southeasterly line of above
described tract.

D. ELECTION TO SELL: The Trustee hereby elects to sell the property to satisfy the obligations secured by the Trust Deeds. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

E. TIME OF SALE: Date: September 5,

Date: September 5, 2002, Time: 11:00 AM as established by ORS 187.110, Place: Front of the Klamath County Courthouse, 316 Main Street, Kla-math Falls, Oregon. F. RIGHT TO RE-INSTATE: Any person named in ORS 86.753 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure dismissed and the Trust Deeds 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deeds and by pay ing all costs and expenses actually incurred in enforcing the obligation and Trust Deeds, togeth er with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

Any questions regarding this matter should be directed to Cardi Mart, Legal Assistant, (541) 686-

8511. Dated: April 22, 2002. Michael C. Arola, Successor Trustee. Hershner, Hunter, Andrews, Neill & Smith, LLP, PO Box 1475, Eugene, OR 97440. #4996 June 28, July 5, 12, 19, 2002.