

AFFIDAVIT OF MAILING OF NOTICE OF SALE

K-58604

STATE OF OREGON)
) ss.
COUNTY OF LANE)

State of Oregon, County of Klamath
Recorded 08/05/2002 11:50 a. m.
Vol M02, Pg 44068-74
Linda Smith, County Clerk
Fee \$ 51.00 # of Pgs 7

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:

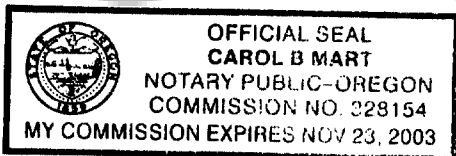
Owen E. Moore
Registered Agent
Bekco, Inc.
10712 Kestrel
Klamath Falls OR 97601

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
Michael C. Arola

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

Carol B. Mart
Notary Public for Oregon
My Commission Expires: 11-23-03



**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

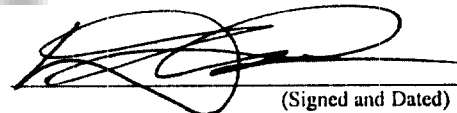
STATE OF OREGON
COUNTY OF Klamath

I, Dave Shuck, 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 April, 2002, after personal inspection, I found the following described real property to be unoccupied.

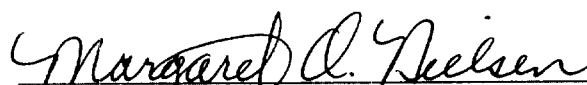
Commonly described as (Street address) 1120 South Spring Street
Klamath Falls, Oregon 97601

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

 4-29-02
(Signed and Dated) Dave Shuck

Subscribed and Sworn to before me this 29 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:

A. TRUST DEED ONE:

1. PARTIES:

Grantor: BEKCO, INC.
 Trustee: WILLIAM L. SISEMORE
 Successor Trustee: MICHAEL C. AROLA
 Beneficiary: KLAMATH FIRST FEDERAL SAVINGS 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 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.

B. TRUST DEED TWO:

1. PARTIES:

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

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 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 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.

C. DESCRIPTION OF PROPERTY: The real property is described as follows:

As described on the attached Exhibit A.

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, 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

F. 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

Unofficial
Copy

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 by 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 by 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 of said Juckeland Tract; thence North 34 degrees 38' East along said 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

44073

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 # 4996
Notice of Sale/Bekco, Inc.

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 28, July 5, 12, 19, 2002

Total Cost: \$1,080.00

Subscribed and sworn before me on: July 19, 2002

Notary Public of Oregon

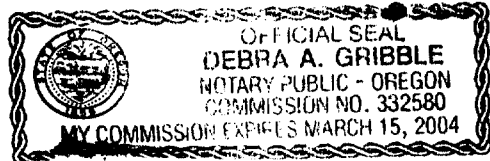
My commission expires March 15, 2004

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: WILLIAM SISEMORE, Successor Trustee: MICHAEL C. AROLA, Beneficiary: KLAMATH FIRST FEDERAL SAVINGS 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 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.
B. TRUST DEED TWO: 1. PARTIES: 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. 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 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 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 an-

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 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:
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tance of 329.0 feet, more or less, to the most Southerly corner of tract conveyed by 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 Northwest-erly 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 Northeast-erly 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 Southeast-erly line of said Juckeland Tract; thence North 34 degrees 38' East along said Southeast-erly line, a distance of 469.9 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM the Southeast-erly 60 feet of even width, measured at right angles from the Southeast-erly 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, 2002, Time: 11:00 AM as established by ORS 187.110. Place: Front of the Klamath County Courthouse, 316 Main Street, Klamath 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 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. 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.

Official Copy