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Vol M03 Page 04558

FIDELITY NATIONAL TITLE - NDS

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Affidavit of Publication

State of Oregon, County of Klamath
Recorded 01/24/2003 11:01 a.m.
Vol M03 Pg 04558-67
Linda Smith, County Clerk
Fee \$ 6602 # of Pgs 10

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 # 5383

Notice of Sale/Clair

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:

December 16, 23, 30, 2002, Jan. 6, 2003

Total Cost: \$756.00

Subscribed and sworn

before me on: January 6, 2003

Notary Public of Oregon

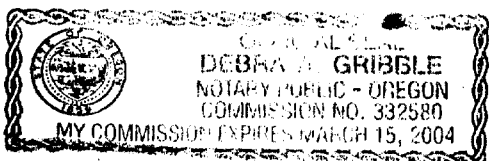
My commission expires March 15, 2004

TRUSTEE'S NOTICE OF SALE

The Trustee, under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in said Trust Deed to satisfy the obligations secured thereby: A. Parties in the Deed of Trust: Grantor(s): Michael R. Clair, Jr. and Marlies B. Clair husband and wife, Trustee: First American Title Insurance Company of Oregon, an Oregon Corporation, Successor Trustee: Fidelity National Title Insurance Company, Beneficiary: Norwest Mortgage, Inc. A California Corporation DBA Directors Mortgage Loan Corporation; B. Description of Property: Lot 2 in Block 105 of Buena Vista addition to the City of Klamath Falls, excepting therefrom that portion conveyed to the State of Oregon by Deed recorded April 24, 1959 in Deed Volume 312 at Page 37 and 39, Klamath County, Oregon. Property commonly known as: 770 California Avenue, Klamath Falls, OR 97601; C. Trust Deed Information: Dated Date: 11/14/1995, Recording Date: 11/28/1995, Book: M95, Page: 32519, Recording Place: Official records of the County of Klamath, State of Oregon; D. Default: The Debtor(s) are in default and the Beneficiary elects to foreclose the Trust Deed for failure to pay: 1) Monthly Payments: Monthly installments and late charges from 05/01/2002 and all

subsequent installments and late charges. Total payments and late charges: \$2,029.30; 2) Other Arrearages: \$10.79; Total Amount Due: \$2,040.09; 3) Default(s) other than payment of money: Plus all accrued real property taxes, interest or penalties until paid. E. Amount Due: The Beneficiary has declared all sums owing on the obligation and Trust Deed immediately due and payable, said sums being: Principal Balance: \$38,124.66. In addition to said principal, interest at the rate of variable as provided in the Note or other instrument secured, shall be payable from 04/01/2002 at 8.000 %, as well as all Trustee's fees and costs, Attorneys fees and costs, and all foreclosure costs; F. Election to Sell: Notice is Hereby Given That the Beneficiary and Trustee, by reason of said default have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes, Sections 86.705, et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in the described property which the Debtor(s) had, or had the power to convey, at the time of the execution of the Trust Deed together with any interest the Grantor or successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed together with the expenses of the sale, including the compensations of the Trustee as provided by law, and the reasonable fees of the

Trustee's Attorney; G. Time and Place of Sale: Time: 10:00 A.M., Friday, 01/31/2003, Place: On the front steps of the Circuit Court, 316 Main St, in the City of Klamath Falls, County of Klamath, OR; H. Right to Reinstate Notice is Further Given That at any time prior to five days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee 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 to the Trustee actually incurred by Beneficiary and Trustee in enforcing the obligation and Trust Deed, together with Trustee's fees and Attorney's fees; I. 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 an obligation, the performance of which is secured by the Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Dated: September 17, 2002 For Trustee's Sale Information please call (925) 603-



04559

7342. Fidelity National Title Insurance Company, c/o Standard Trustee Service Company Washington, 2600 Stanwell Drive, Suite 200, Concord, CA 94520 (925) 603-1000, By: Peggy Payne, It's: Assistant Secretary, as their authorized agent. We are attempting to collect a debt and any information we obtain will be used for that purpose. (T.S. No.: ONMC057971), (Loan No.: 7031604/685/Clair Jr.) (RSVP43973) (12/16/02, 12/23/02, 12/30/02, 01/06/03) #5383 December 16, 23, 30, 2002, January 6, 2003.

RSVP

JAN 14 REC'D

STATE OF CALIFORNIA) In the matter of Notice of Sale
COUNTY OF Contra Costa) S.S. File # ONMC057971

Debbie Sartuche of Standard Trustee Service Company WA, P.O. Box 5070 of Concord, CA 94524-0070 being duly sworn, deposes and says; That she/he is over the age of eighteen years; That on 10/03/2002, by certified mail, return receipt requested/regular mail enclosed in a sealed envelope with prepaid postage thereon, she/he deposited in the United States Post Office at Concord, CA a true and correct copy of which is hereunto attached and made a part hereof, addressed to the following:

Certified mail
& first class mail

Michael R. Clair, Jr.
1726 Johnson Avenue
Klamath Falls, OR 97601-2134

Certified mail
& first class mail

Wells Fargo Bank Colorado, NA
fka Norwest Bank Colorado, NA
4455 ArrowsWest Drive
Colorado Springs, CO 80949-9069

Certified mail
& first class mail

Wells Fargo Bank Colorado, NA
fka Norwest Bank Colorado, NA
P.O. Box 49069
Colorado Springs, CO 80949-9069

Certified mail
& first class mail

Wells Fargo Bank Colorado, NA
fka Norwest Bank Colorado, NA
c/o Nationwide Recording Service
17352 Daimler Street
Irvine, CA 92614

The receipts for certification of said letters are hereunto affixed and made a part hereof. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

X Debbie Sartuche
Affiant

Mailed
10308

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Contra Costa)

On 1-22-03 before me, A. Rigshy
DATE NAME, TITLE OF OFFICER E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Debbie Sartuche

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

A. Rigshy (SEAL)
 NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

STATE OF CALIFORNIA) In the matter of Notice of Sale
COUNTY OF Contra Costa) S.S. File # ONMC057971

Kathy McFarland of Standard Trust Deed Service Company WA, P.O. Box 5070 of Concord, CA 94524-0070 being duly sworn, deposes and says; That she/he is over the age of eighteen years; That on 09/13/2002, by certified mail, return receipt requested/regular mail enclosed in a sealed envelope with prepaid postage thereon, she/he deposited in the United States Post Office at Concord, CA a true and correct copy of which is hereunto attached and made a part hereof, addressed to the following:

Certified mail
& first class mail

Michael R. Clair Jr.
770 California Avenue
Klamath Falls, OR 97601

Certified mail
& first class mail

Marlies B. Clair
770 California Avenue
Klamath Falls, OR 97601

Certified mail
& first class mail

Occupants of the Premises
770 California Avenue
Klamath Falls, OR 97601

The receipts for certification of said letters are hereunto affixed and made a part hereof. I certify (or declare) under penalty of perjury that the foregoing is true and correct.

x Kathy McFarland
Affiant

mailed
9-19-02

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)

COUNTY OF Contra Costa)

On 1-22-03 before me, A. Riggsby
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared, Kathy McFarland

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

A. Riggsby (SEAL)
NOTARY PUBLIC SIGNATURE



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT _____

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

Record and Return to:

STANDARD TRUSTEE SERVICE COMPANY WASHINGTON
 2600 STANWELL DRIVE, SUITE 200
 CONCORD, CA 94520
 (800) 995-2670

TRUSTEE'S NOTICE OF SALE

T.S. No: ONMC057971 PAP

Loan No: 7031604/685/Clair Jr.

The Trustee, under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in said Trust Deed to satisfy the obligations secured thereby;

A. PARTIES IN THE DEED OF TRUST:

GRANTOR(S): Michael R. Clair Jr. and Marlies B. Clair , husband and wife
 TRUSTEE: First American Title Insurance Company of Oregon, an Oregon Corporation
 SUCCESSOR TRUSTEE: Fidelity National Title Insurance Company
 BENEFICIARY: Norwest Mortgage, Inc., A California Corporation DBA Directors Mortgage Loan Corporation

B. DESCRIPTION OF PROPERTY:

Lot 2 in Block 105 of Buena Vista addition to the City of Klamath Falls, excepting therefrom that portion conveyed to the State of Oregon by Deed Recorded April 24, 1959 in Deed Volume 312 at Page 37 and 39, Klamath County, Oregon.

Property commonly known as: 770 California Avenue Klamath Falls, OR 97601

C. TRUST DEED INFORMATION:

DATED DATE: 11/14/1995
 RECORDING DATE: 11/28/1995
 INSTRUMENT NO.: Book: M95 Page: 32519
 RECORDING PLACE: Official records of the County of Klamath, State of Oregon

D. DEFAULT: The Debtor(s) are in default and the Beneficiary elects to foreclose the Trust Deed for failure to pay:**1. Monthly Payments:**

Monthly installments and late charges from 05/01/2002 and all subsequent installments and late charges.

TOTAL PAYMENTS AND LATE CHARGES \$2,029.30

2. Other Arrearages:

\$10.79

TOTAL AMOUNT DUE: \$2,040.09

Plus all accrued real property taxes, interest or penalties until paid.

3. Default(s) other than payment of money:**E. AMOUNT DUE: The beneficiary has declared all sums owing on the obligation and Trust Deed immediately due and payable, said sums being:**

Principal Balance: \$38,124.66

IMPORTANT: READ SECOND & THIRD PAGE OF THIS DOCUMENT

T.S. No: ONMC057971 PAP


Loan No: 7031604/685/Clair Jr.

In addition to said principal, interest at the rate of variable as provided in the Note or other instrument secured, shall be payable from 04/01/2002 at 8.000%, as well as all Trustee's fees and costs, Attorneys fees and costs, and all foreclosure costs.

- F. **ELECTION TO SELL:** NOTICE IS HEREBY GIVEN That the Beneficiary and Trustee, by reason of said default have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 et. seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in the described property which the Debtor(s) had, or had the power to convey, at the time of the execution of the Trust Deed together with any interest the Grantor or successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed together with the expenses of the sale, including the compensations of the Trustee as provided by law, and the reasonable fees of the Trustee's Attorney.
- G. **TIME AND PLACE OF SALE:**
 TIME : 10:00 A.M. Friday, 01/31/2003
 PLACE: On the front steps of the Circuit Court 316 Main Street Klamath Falls, OR
- H. **RIGHT TO REINSTATE:** NOTICE IS FURTHER GIVEN That at any time prior to five days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee 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 to the Trustee actually incurred by Beneficiary and Trustee in enforcing the obligation and Trust Deed, together with Trustee's fees and Attorney's fees.
- I. 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 an obligation, the performance of which is secured by the Trust Deed, and the words trustee" and "beneficiary" include their respective successors in interest, if any. FOR TRUSTEE'S SALE INFORMATION PLEASE CALL (925)603-7342.

Dated: September 17, 2002

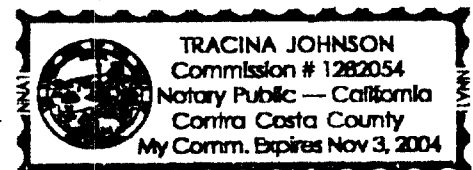
Fidelity National Title Insurance Company
 c/o Standard Trustee Service Company Washington
 2600 Stanwell Drive, Suite 200
 Concord, Ca 94520
 (925)603-1000


 By: Peggy Payne
 It's: Assistant Secretary, as their authorized agent

STATE OF CALIFORNIA
 COUNTY OF CONTRA COSTA

This instrument was acknowledged before me on September 17, 2002 by Peggy Payne as Assistant Secretary of Standard Trustee Service Company Washington authorized agent of Fidelity National Title Insurance Company


 NOTARY PUBLIC FOR California
 MY COMMISSION EXPIRES: 11/3/2004



STANDARD TRUSTEE SERVICE COMPANY WASHINGTON
2600 Stanwell Drive, Ste. 200
Concord, CA 94520
925-603-1000
FAX 925-685-3735

T.S. Number: ONMC057971 PAP
Loan Number: 7031604/685/Clair Jr.

FAIR DEBT COLLECTION PRACTICES ACT NOTIFICATION

Pursuant to and in compliance with the Fair Debt Collection Practices Acts (Federal [15 USC 1692]) the Trustee/Agent named in the Notice of Default hereby provides the following notification(s):

"We are attempting to collect a debt and any information we obtain will be used for that purpose."

"The debt described in the Notice of Default is assumed to be valid unless debtor disputes within 30 days and that, if disputed, debt collector will obtain and furnish to debtor the verification.

If written request is made within 30 days by debtor, name of original lender will be given if different than the current creditor."

****IF YOU HAVE FILED A CHAPTER 7 BANKRUPTCY AND RECEIVED A DISCHARGE OF DEBTOR, YOU ARE NO LONGER PERSONALLY OBLIGATED TO MAKE PAYMENTS ON THE LOAN. However, the beneficiary still retains a security interest in the property and can exercise its rights to commence foreclosure unless a cure of the default under the security instrument is effected. The following communication is mandatory and should not be read as a requirement that you make payments on your loan. If you in fact follow the options specified in the attached communication and make payments, you should only do so if you are interested in preserving your rights to the property.****

Court Case No.
Sheriff's Case No. 02-02890

I hereby certify that I received for service on
CLAIR, MICHAEL R
the within:

CLAIR, MICHAEL R
was served by leaving a true copy with
CLAIR, MARLIES
a person over the age of fourteen years who resides
at the place of abode of the within named located at
770 CALIFORNIA
KLAMATH FALLS , OR, on 09/30/02,
at 14:50 hours.

Timothy M. Evinger, Sheriff
Klamath County, Oregon

BY TERRI ALEXANDER
ALEXANDER, TERRI L

TRANSERV LEGAL PROCESS
310 SW 4TH AVE #200
PORTLAND

POB 4
OR 97204