

03 FEB 25 PM 11:39

Aspen 55852

Vol M03 Page 11331

## **TRUSTEE'S NOTICE OF SALE**

Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq.

Trustee Sale No.: F0200171-KF

Loan No.: 1486075

APN: R-3909-001BB-00700-0000

Title Order No.: 55852

Reference is made to that certain Trust Deed made by LORI DANETTE ROTE, an unmarried woman as her sole and separate property, as Grantor, to FIRST AMERICAN TITLE COMPANY, as Trustee, in favor of FRONTIER INVESTMENT CO., D/B/A RAINLAND MORTGAGE COMPANY, an Oregon corporation, as Beneficiary, dated 09/03/1998, and Recorded on September 10, 1998 in Volume M98, Page 33421, in the Mortgage Records of the County of Klamath, Oregon.

The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., its successors and assigns, as nominee for Household Finance Corporation, its successors and assigns. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

**Lot 37, First Addition of Madison Park, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.**

The street address or other common designation, if any, of the real property described above is purported to be 5810 Shasta Way, Klamath Falls, OR 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735 (3); the default for which the foreclosure is made is Grantor's failure to pay when due, the following sums:

(i) the installment of principal and/or interest, which became due on 12/01/2001, plus all subsequent installments of principal and/or interest; (ii) impound payments, if applicable, and all subsequent impound payments; (iii) unpaid late charges, plus all subsequent late charges; (iv) any advances made by the Beneficiary, plus interest thereon from the dates made; (v) attorneys' fees and other expenses and costs of collection, plus subsequent attorneys' fees and other expenses and costs of collection, which may become due and payable; and (vi) trustee's fees and expenses, plus subsequent trustee's fees and expenses which may become due and payable.

Nothing in this Notice should be construed as a waiver of any fees or other amounts owing to the Beneficiary pursuant to the subject loan documents.

We are a debt collection. This is an attempt to collect a debt and any information obtained will be used for that purpose. (i) the installment of principal and/or interest, which became due on 12/01/2001, plus all subsequent installments of principal and/or interest; (ii) unpaid late charges, plus all subsequent late charges; (iii) any advances made by the Beneficiary, plus interest thereon from the dates made; (iv) attorneys' fees and other expenses and costs of collection, plus subsequent attorneys' fees and other expenses and costs of collection, which may become due and payable; and (v) trustee's fees and expenses, plus subsequent trustee's fees and expenses which may become due and payable.

Nothing in this Notice should be construed as a waiver of any fees or other amounts owing to the Beneficiary pursuant to the subject loan documents.

**State of Oregon, County of Klamath**  
Recorded 02/25/2003 11:39 a. m.  
Vol M03 Pg 11331-39  
Linda Smith, County Clerk  
Fee \$ 61.00 # of Pgs 9

61A

f

Trustee Sale No.: F0200171-KF Loan No.: 1486075 Title Order No.: 55852

We are a debt collection. This is an attempt to collect a debt and any information obtained will be used for that purpose.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and Deed of Trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following to wit:

\$85,145.64 with interest thereon at the rate of **10.5%\*\*** from 12/01/2001, plus late charges of \$ 39.56 each month, beginning with the late charge accruing for the payment that became due 12/01/2001, together with all subsequent late charges and all late charges that accrued prior to default; together with title expenses, costs, trustee's fees and attorney fees' incurred herein by reason of said default; and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

**\*\*If the obligation(s) secured by the Deed of Trust described herein bears a variable interest rate, the rate hereinabove set forth, accrues from the date as reflected and may increase and/or decrease in accordance with the terms and provisions of the loan documents**

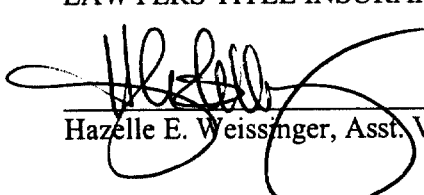
WHEREFORE, notice hereby is given that the undersigned trustee will, on 03/14/2003, at the hour of 10:00AM in accord with the standard of time established by O.R.S. 187.110; AT THE MAIN ENTRANCE TO THE COUNTY COURTHOUSE. 316 MAIN STREET, KLAMATH FALLS, OR., County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash, the interest in the said described real property which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including reasonable charge by the trustee.

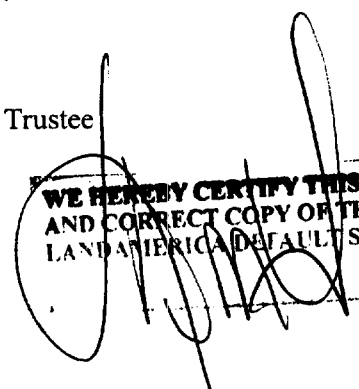
Notice is further given that any person named in O.R.S. 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such 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 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.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes 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 said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: NOV 04 2002

LAWYERS TITLE INSURANCE CORPORATION, Successor Trustee

  
Hazelle E. Weissinger, Asst. Vice President

  
**WE HEREBY CERTIFY THIS TO BE A TRUE  
AND CORRECT COPY OF THE ORIGINAL  
LANDAMERICA DEFAULT SERVICES**

Trustee Sale No.: F0200171-KF Loan No.: 1486075 Title Order No.: 5585211333  
STATE OF California  
COUNTY OF Orange

On NOV 04 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Hazelle E. Weissinger, personally known to me (or provided 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 entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
\_\_\_\_\_  
Kim M. Fierro

My commission expires on: October 22, 2003



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

# Declaration of Mailing

11334

Trustee's Sale No. F0200171-KF

I, \_\_\_\_\_, declare:

Date: 11/13/2002

Mailing: Required Mailin

Page: 1

That I am an officer, agent, or employee of LANDAMERICA DEFAULT SERVICES COMPANY

whose business address is P.O. Box 25088, Santa Ana, CA 92799-5088

I am over the age of eighteen years; On 11/13/2002 by Certified mail, enclosed in a sealed envelope with postage

fully prepaid, I deposited in the United States Post Office at Orange County Main

notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to the following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert. Fee	R.R. Fee
71190352971000712599	LORI DANETTE ROTE 5810 Shasta Way Klamath Falls, OR 97603	\$2.67	\$1.75
71190352971000712605	OCCUPANT 5810 SHASTA WAY KLAMATH FALLS, OR 97603	\$2.67	\$0.00
71190352971000712612	LORI DANETTE ROTE 5810 SHASTA WAY KLAMATH FALLS, OR 97603	\$2.67	\$1.75
		\$8.01	\$3.50

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mail By (Name) Sending Employee
3			

I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

11-13-02  
(Date)

(Declarant)

# Declaration of Mailing

11335

Trustee's Sale No. F0200171-KF

I, \_\_\_\_\_, declare:

That I am an officer, agent, or employee of LANDAMERICA DEFAULT SERVICES COMPANY  
whose business address is P.O. Box 25088, Santa Ana, CA 92799-5088

Date: 11/13/2002

Mailing: Required Mailin

Page: 1

I am over the age of eighteen years; On 11/13/2002 by First Class mail, enclosed in a sealed envelope with postage fully prepaid, I deposited in the United States Post Office at Orange County Main notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to the following:

Name of Addressee, Street, and Post Office Address	Postage Fee
LORI DANETTE ROTE 5810 Shasta Way Klamath Falls, OR 97603	\$0.37
OCCUPANT 5810 SHASTA WAY KLAMATH FALLS, OR 97603	\$0.37
LORI DANETTE ROTE 5810 SHASTA WAY KLAMATH FALLS, OR 97603	\$0.37

\$1.11

Number of Pieces by Sender 3	Number of Pieces Received	Postmaster (Name) Receiving Employee	Mail By (Name) Sending Employee
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I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

11-13-02  
(Date)

(Declarant)



4 Hutton Centre Drive, Suite 1025  
Santa Ana, CA 92707  
(866) 459-2021 Toll Free  
(714) 424-4470 Fax

**11336**

**FAIR DEBT COLLECTION PRACTICES ACT NOTICE**

LORI DANETTE ROTE, an unmarried woman as her sole and separate property  
5810 Shasta Way  
Klamath Falls, OR 97603

Pursuant to 15 U.S.C. §1692g, you are given the following notice:

1. Amount of Debt: \$11,445.85, plus interest, late charges, attorneys fees, and all other costs at collection.
2. Name of Creditor to whom Debt is Owed: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., it successors' and assigns, as nominee for Household Finance Corporation, its successors and assigns
3. Unless within 30 days after you receive this notice, you dispute the validity of the debt or a portion thereof, the debt will be assumed to be valid.
4. If you notify us in writing within 30 days after you receive this notice that you dispute the debt or a portion thereof, we will obtain and mail to you verification of the debt.
5. If you request in writing within 30 days after you receive this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



# Affidavit of Publication

Land America  
F0200171-KF

11337

## 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 # 5393

Notice of Sale/Rote

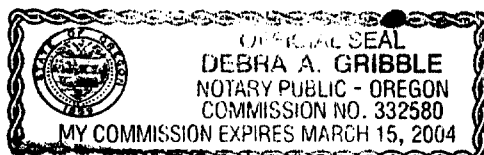
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: ( 4 )  
Four

Insertion(s) in the following issues:  
December 20, 27, 2002, Jan. 3, 10, 2003

*Larry L. Wells*  
Subscribed and sworn  
before me on: January 10, 2003

*Debra A. Gribble*  
Notary Public of Oregon

My commission expires March 15, 2004



<p><b>Trustee's Notice of Sale</b></p> <p>Pursuant To O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq. Trustee Sale No: F0200171-KF Loan No.: 1486075 APN: R-3909-001BB-00700-0000 Title Order No.: 55852. Reference is made to that certain deed made by Lori Dnette Rote, an unmarried woman as her sole and separate property as grantor, to First American Title Company, as Trustee in favor of Frontier Investment Co., D/B/A Rainland Mortgage Company, an Oregon Corporation, as beneficiary, dated 09/03/1998, and recorded September 10, 1998 in Volume M98, page 33421 in the mortgage records of Klamath County, Oregon. The beneficial interest under said trust deed and the obligations secured thereby are presently held by Mortgage Electronic Registration Systems, Inc., its successors and assigns, as nominee for Household Finance Corporation, its successors and assigns. Said trust deed encumbers the following described real property situated in said county and state, to wit: Lot 37, First Addition of Madison Park, according to the Official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon. The street address or other common designation, if any, of the real property described above is purported to be: 5810 Shasta Way Klamath Falls, OR 97603.</p>	<p>The undersigned trustee disclaims any liability for any incorrectness of the above street address or other common designation. Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon revised Statutes 86.735 (3); the default for which foreclosure is made is Grantor's failure to pay when due the following sums: (i) the installment of principal and/or interest, which became due on 12/01/2001, plus all subsequent installments of principal and/or interest; (ii) all unpaid installments of Mortgage Insurance Premium, if applicable, plus all subsequent installments of or pro-rate of Mortgage Insurance Premium that become due; (iii) all unpaid impound installment for taxes and/or hazard insurance, if applicable, plus all subsequent impound installments for taxes and/or hazard insurance; (iv) unpaid late charges, plus all subsequent late charges; (v) any advances made by the Beneficiary plus interest thereon from the dates made; (vi) attorney's fees and other expenses and costs of collection; plus subsequent attorney's fees and other expenses and costs of collection, which may become due on and payable; and (vii) trustee's fees and expenses, plus subsequent trustee's fees and expenses which may become</p>	<p>due and payable. Nothing in this notice should be construed as a waiver of any fees or other amounts owing to the Beneficiary pursuant to the subject loan documents. We are debt collection.</p> <p>This is an attempt to collect a debt and any information obtained will be used for that purpose. Also, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned trustee.</p> <p>By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following to wit: \$85,145.64 with interest thereon at the rate of 10.5%. If the obligation(s) secured by the deed of trust described herein bears variable interest rate, the rate hereinabove set forth accrues from the date as reflected and may increase and/or decrease in accordance with the terms and provisions of the loan.</p>
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documents from 12/01/2001, plus late charges of \$39.56 each month, beginning with late charge accruing for the payment that became due on 12/01/2001, together with all subsequent late charges, and all late charges that accrued prior to default; together with title expenses, costs, trustee's fees and attorney's fees incurred herein by reason of said default; and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

Whereof, notice is hereby given that the undersigned trustee will on 03/14/2003, at the hour of 10:00 AM in accord with the standard time established by O.R.S. 187.110; At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash, the interest in the said described real property which the grantor has, or had power to convey at the time of execution by him of the said trust deed, together with any interest which the grantor his successors in interest acquired after the execution of said trust deed to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including reasonable charge by the trustee.

Notice is further given that any person named in O.R.S. 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 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.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes 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 said trust dated, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: November 04, 2002. Lawyers Title Insurance Corporation, Successor Trustee. By: Hazelle E. Weissinger, Asst. Vice President, Land America Default Services, 4 Hutton Centre Drive, Suite 1025, Santa Ana, CA 92707. (714) 424-4470 Fax. This communication is from a debt collector and is an attempt to collect a debt. Any information obtained will be used for that purpose. P186904. 12/20 12/27 1/3 01/10/2003. #5393 December 20, 27, 2002, January 3, 10, 2003.



FD200171-KF  
11339**PROMPT PROCESS SERVING AGENCY**5906 N. Greeley Ave.  
Portland, Oregon 97217  
(503)286-4144

December 13, 2002

Priority Posting & Publishing  
17501 Irvine Blvd. Suite 1  
Tustin, California 92780

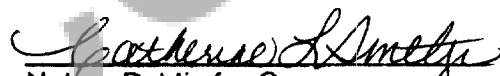
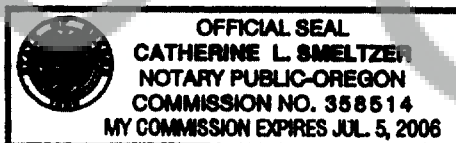
File # 186904

Re: Lori Danette Rote

I, Dave Davis, while under oath do hereby dispose and say:

That I attempted service of an Oregon Trustee's Notice of Sale upon the occupants of property located at 5810 Shasta Way Klamath Falls, Oregon 97603 on December 12, 2002 at 12:10 o'clock PM and found the residence to be vacant.

At this time a True Copy of the Oregon Trustee's Notice of Sale was posted to the front entrance of the dwelling.

Subscribed and sworn to before me this 13<sup>th</sup> day of December, 2002.  
Notary Public for Oregon  
My commission expires: July 5, 2006