

RECORDING REQUESTED BY

Vol M03 Page 41633

SEND ALL TAX STATEMENTS TO AND WHEN RECORDED MAIL TO:

**INDY MAC BANK**  
 155 NORTH LAKE AVENUE  
 PASADENA, CA 91101

Trustee's Sale No: 09-MB-33584  
 Loan No.: 3000594204

State of Oregon, County of Klamath  
 Recorded 06/18/2003 10:29 a m.  
 Vol M03 Pg 41633-35  
 Linda Smith, County Clerk  
 Fee \$ 31.00 # of Pgs 3



## TRUSTEE'S DEED

THIS INDENTURE, made on June 11, 2003, between REGIONAL TRUSTEE SERVICES CORPORATION, hereinafter called Trustee, and INDYMAC BANK, FSB AS SUCCESSOR IN INTEREST TO INDYMAC MORTGAGE HOLDINGS, INC., hereinafter called the Grantee; and the true and actual consideration paid for this transfer is the sum of \$108,000.00.

### WITNESSETH:

RECITALS: DAVID B MCCULLOCH AND SANDRA J MCCULLOCH, as Grantor, executed and delivered to ASPEN TITLE, as Trustee, for the benefit of INDYMAC MORTGAGE HOLDINGS, INC., as Beneficiary, a certain Trust Deed dated 7/6/1998, duly recorded on 7/8/1998 in Volume M98, page 24196, of Deeds of Trust, under Instrument No. --, records of KLAMATH County, OREGON. In said Trust Deed the real property therein and hereinafter described was conveyed by said Grantor to said Trustee to secure, among other things, the performance of certain obligations of the Grantor to the said Beneficiary. The said Grantor thereafter defaulted in his performance of the obligations secured by said Trust Deed as stated in the Notice of Default hereinafter mentioned and such default still existed at the time of the said sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said Trust Deed, being the Beneficiary therein named, or his successor in interest, declared all sums to secured immediately due and owing; and Notice of Default, containing an election to sell the said real property and to foreclose said Trust Deed by advertisement and sale to satisfy Grantor's said obligations was recorded in the mortgage records of said county on 4/29/2002, in Instrument No. VOL M02 PG 25265 to which reference is now made.

After the recording of said Notice of Default, as aforesaid, the undersigned Trustee gave notice of the time for and place of sale of said real property as fixed by Trustee as required by law; copies of the Trustee's Notice of Sale were served pursuant to ORCP 7D(2) and 7D(3) or mailed by both first class and certified mail with return receipt requested, to the last known address of the persons or their legal representatives, if any, named in ORS 86.740(1) and (2)(a), at least 120 days before the date the property was sold, and the Trustee's Notice of Sale was mailed by first class and certified mail with return receipt requested, to the last-known address of the guardian, conservator or administrator or executor of any person named in ORS 86.740(1), promptly after the Trustee received knowledge of the disability, insanity or death of any such person; the Notice of Sale was served upon occupants of the property described in the Trust Deed in the manner in which a summons is served pursuant to ORCP 7D(2) and 7D(3) at least 120 days before the date the property was sold, pursuant to ORS 86.750(1). If the foreclosure proceedings were stayed and released from the stay, copies of an Amended Notice of Sale in the form required by ORS 86.755(6) were mailed by registered or certified mail to the last-known address of those persons listed in ORS 86.740 and 86.750(1) and to the address provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay. Further, the Trustee published a copy of said Notice of Sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said Notice occurred more than twenty days prior to the date of such sale.

The mailing, service and publication of said Notice of Sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of said county, said affidavits and proofs, together with the said Notice of Default and Election to Sell and the Trustee's Notice of Sale, being now referred to and incorporated in and made a part of this Trustee's Deed as fully as if set out herein verbatim. The undersigned Trustee has no actual notice of

any person, other than the persons named in said affidavits and proofs as having or claiming a lien on or interest in said described real property, entitled to notice pursuant to ORS 86.740(1)(b) or (1)(c).

Pursuant to said Notice of Sale, the undersigned Trustee on June 11, 2003, at the hour of 10:00 AM, of said day, in accord with the standard of time established by ORS 187.110, [which was the date and hour to which said sale was postponed as permitted by ORS 86.755(2) or which was the day and hour set in the Amended Notice of Sale] and at the place so fixed for sale, as aforesaid, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon him by said Trust Deed, sold said real property in one parcel at public auction to Grantee for the sum of \$108,000.00, he being the highest and best bidder at such sale and said sum being the highest and best sum bid for said property.

NOW, THEREFORE, in consideration of the said sum so paid by Grantee in cash, the receipt whereof is acknowledged, and by the authority vested in said Trustee by the laws of the State of Oregon and by said Trust Deed, the Trustee does hereby convey unto Grantee all interest which the Grantor had or had the power to convey at the time of Grantor's execution of said Trust Deed, together with any interest the said Grantor or his successors in interest acquired after the execution of said Trust Deed in and to the following described real property, to-wit:

ATTACHED HERETO AS EXHIBIT 'A' AND INCORPORATED HEREIN AS THOUGH FULLY SET FORTH.

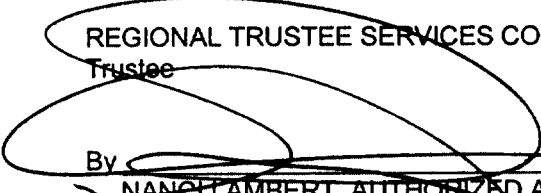
TO HAVE AND TO HOLD the same unto Grantee, his heirs, successors-in-interest and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any, and the word "person" includes corporation and any other legal or commercial entity.

IN WITNESS WHEREOF, the undersigned Trustee has caused its corporate name to be signed by its officers duly authorized thereunto by order of its Board of Directors.

*THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.*

DATED: June 11, 2003

REGIONAL TRUSTEE SERVICES CORPORATION  
Trustee  
By   
NANCI LAMBERT, AUTHORIZED AGENT

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

The foregoing instrument was acknowledged before me June 11, 2003, by NANCI LAMBERT, AUTHORIZED AGENT of REGIONAL TRUSTEE SERVICES CORPORATION, a WASHINGTON Corporation, on behalf of the corporation.

MATTHEW GARY EVANS  
STATE OF WASHINGTON  
NOTARY --- PUBLIC  
MY COMMISSION EXPIRES 2-23-05

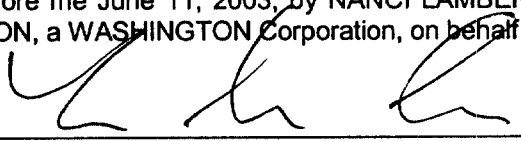
  
Notary Public for WASHINGTON  
My commission expires: 2/23/2005

EXHIBIT "A"  
EXHIBIT FOR LEGAL DESCRIPTION

A parcel of land situated in the SW 1/4 of Section 29, Township 37 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" Iron pin marking the Southwest corner of the S 1/2 NW 1/4 SW 1/4 of said Section 29; thence North 01° 22' 49" West along the West line of said Section 29, 657.04 feet to a 5/8" Iron pin marking the Northwest corner of the S 1/2 NW 1/4 SW 1/4; thence South 89° 03' 21" East along the North line of said S 1/2 NW 1/4 SW 1/4, 1286.80 feet to a 5/8" Iron pin; thence South 13° 06' 43" East, 282.11 feet to a 5/8" Iron pin; thence South 00° 22' 20" East, 269.05 feet to a 5/8" Iron pin; thence South 50° 13' 07" East, 171.50 feet to a 5/8" Iron pin on the North line of the SE 1/4 SW 1/4; thence North 89° 18' 07" West along the North line of the S 1/2 SW 1/4; 1468.45 feet to the point of beginning.

Trustee's Sale Guarantee