

**RESCISSION OF NOTICE
OF DEFAULT**

RE: Trust Deed from
T.R. Pack & Dorthy Pack

Grantors

to

Richard L. Biggs, Esq.

Trustee

AFTER RECORDING RETURN TO

Richard L. Biggs, Esq.
PMB 267
6327-C SW Capitol Highway
Portland OR 97239

State of Oregon, County of Klamath
Recorded 09/03/2003 3:46 P m
Vol M03 Pg 65254-55
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

1st 192359

RESCISSION OF NOTICE OF DEFAULT

Reference is made to that certain trust deed in which T.R. Pack and Dorthy Pack were grantors, Aspen Title and Escrow, Inc. was trustee and Associates Financial Services Company of Oregon, Inc. (a division of CitiFinancial, Inc.) was beneficiary, said trust deed was recorded as Volume M99, Page 22819, of the mortgage records of Klamath County, Oregon, and conveyed to the said trustee the following real property situated in said county:

SEE ATTACHED LEGAL DESCRIPTION:

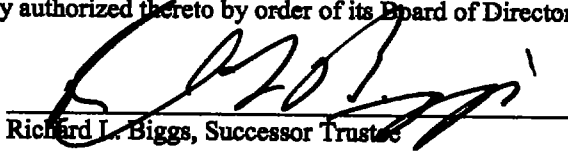
There is a Mobile Home on the property which will be offered for sale with the above described real property
(1992 Fltwd, HT, ID#ORLAM48A13073SP-Plate#X213689)

A notice of grantor's default under said trust deed, containing the beneficiary's or trustee's election to sell all or part of the above described real property to satisfy grantor's obligations secured by said trust deed was recorded on July 31, 2003, in said mortgage records, in Volume No.M03 at page 54746-48; thereafter by reason of the default being cured as permitted by the provisions of Section 86.753, Oregon Revised Statutes, the default described in said notice of default has been removed, paid and overcome so that said trust deed should be reinstated.

NOW, THEREFORE, notice hereby is given that the undersigned trustee does hereby rescind, cancel and withdraw said notice of default and election to sell; said trust deed and all obligations secured thereby hereby are reinstated and shall be and remain in force and effect the same as if no acceleration had occurred and as if said notice of default had not been given; it being understood, however, that this rescission shall not be construed as waiving or affecting any breach or default—past, present or future—under said trust deed or as impairing any right or remedy thereunder, or as modifying or altering in any respect any of the terms, covenants, conditions or obligations thereof, but is and shall be deemed to be only an election without prejudice, not to cause a sale to be made pursuant to said notice so recorded.

IN WITNESS WHEREOF, the undersigned trustee has executed this document; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by an officer duly authorized thereto by order of its Board of Directors.

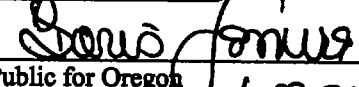
DATED: August 28, 2003


Richard L. Biggs, Successor Trustee

STATE OF OREGON, County of Multnomah) ss.

This instrument was acknowledged before me on Aug 29, 2003
by Richard L. Biggs




Notary Public for Oregon
My commission expires 6-5-2006

E. The land referred to in this Guarantee is situated in the State of Oregon, County of Klamath and is described as follows:

65255

Lot 1, Block 3, FAIRFIELD, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Together with that portion of vacated Burger Avenue which inures to said Lot 1, Block 3. Also together with all that portion of vacated Burger Avenue in Fairfield Addition lying Southeasterly of a line drawn from the Northeast corner of Lot 1, Block 3 to the Southeast corner of Lot 1, Block 2.

APN: R533532

APN: M873185

First American Title