

03 NOV 20 AM 11:35

RECORDING REQUESTED BY:
LandAmerica Default Services

Vol M03 Page 85771

WHEN RECORDED MAIL TO:
LANDAMERICA DEFAULT SERVICES COMPANY
P.O. Box 25088
Santa Ana, CA 92799-5088

State of Oregon, County of Klamath
Recorded 11/20/03 11:35 a m
Vol M03 Pg 85771-73
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

Trustee Sale No.: F039323-CR / OR

Loan No.: 9022981336

APN# 3809-21CC-400

ATE
Order No.: 58198

NOTICE OF DEFAULT AND ELECTION TO SELL

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

Reference is made to that certain Trust Deed made by: LISA M. PUTMAN, as Grantor to DSL SERVICE COMPANY, A CALIFORNIA CORPORATION, as Trustee, in favor of DOWNEY SAVINGS AND LOAN ASSOCIATION, F.A., as Beneficiary, dated 10/05/1999 and Recorded on OCTOBER 12, 1999, VOLUME M99, PAGE 40552, covering the following described real property situated in the Mortgage Records of Klamath, OREGON, to-wit:

LOT 1, 2, 3, 4, 5, AND 6 IN BLOCK 3 OF MOUNTAIN VIEW ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Property Address: 2110 FAIRMONT STREET, KLAMATH FALLS, OR 97601

The undersigned hereby certifies that no assignments of the Trust Deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover debt, or any part thereof, now remaining secured by the said Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by O.R.S. 86-735 (4).

There is a default by the Grantor or other person owing an obligation, the performance of which is secured by said Trust Deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. 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, (impounds, if applicable) that became due on: 09/03/2003 in the amount of \$2619.19, plus any and all subsequent payments; (ii) unpaid late charge that became due for the 09/03/2003 payment in the amount of \$113.02; plus all subsequent late charges and any and all late charges incurred prior to default; (iii) any advances made by the Beneficiary, plus interest thereon from the dates made; (iv) attorney's 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.

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:

\$325,414.84 with interest thereon at the rate of 7.113%** from 08/03/2003, plus late charges of \$113.02 each month, beginning with the late charge accruing for the payment that became due 09/03/2003, 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.

31A

****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.**

Notice hereby is 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 O.R.S. 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the said described property which the Grantor had, or had the power to convey, at the time of execution by Grantor of the Trust Deed, together with any interest the Grantor or his successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Said sale will be held at the hour of 10:00AM in accord with the standard of time established by O.R.S. 187.110 on 03/26/2004 at the following place: AT THE MAIN ENTRANCE TO THE COUNTY COURTHOUSE. 316 MAIN STREET, KLAMATH FALLS, OR. County of Klamath, State of Oregon, which is the hour, date and place set for said sale.

Other than as shown of record, neither the said beneficiary nor the said trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the Trust Deed, or of any successor in interest to the grantor or of any lessee or other person in possession of or occupying the property, except;

NONE

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 of Trust Deed, and in addition to paying said sums or tendering the performance necessary 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 not exceeding the amounts provided by said O.R.S. 86.753.

In construing this notice, the singular gender 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.

Dated: NOVEMBER 19, 2003

LAWYERS TITLE INSURANCE CORPORATION, Successor Trustee
C/o LandAmerica Default Services
6 Executive Circle, Suite 100, Irvine, CA 92614
(949) 885-4500

By: 

Kim M. Fierro, Assistant Secretary

STATE OF California
COUNTY OF Orange

On 11/19/2003, before me, the undersigned, a Notary Public in and for said state, personally appeared Kim M. Fierro, 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,

Signature 

My commission expires on: 7/13/2005

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

