

04 APR 20 PM 3:23

Vol M04 Page 23515

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
Kelly D. Sutherland, Successor Trustee
12500 SE 2nd Circle, Suite 120
Vancouver, WA 98684
04-17305

State of Oregon, County of Klamath
Recorded 04/20/2004 3:23 p m
Vol M04 Pg 23515-18
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

Aspen 58480
AFFIDAVIT OF MAILING AMENDED TRUSTEE'S NOTICE OF SALE
(After Release From Stay)

STATE OF WASHINGTON, County of Clark, ss:

I, Kelly D. Sutherland, being first duly sworn, depose, and say and certify that: At all times hereinafter mention I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached Amended Trustee's Notice of Sale by mailing a copy thereof by registered or certified mail to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

Jean M. Benavides
15726 Chukkar Drive
Sprague River, OR 97639

Ramon F. Benavides
15726 Chukkar Drive
Sprague River, OR 97639

Occupant(s)
15726 Chukkar Drive
Sprague River, OR 97639

Reina Benavidez
15726 Chukkar Drive
Sprague River, OR 97639

Richard L Garbutt
Attorney At Law
635 Main Street
Klamath Falls, Or 97601

36.00

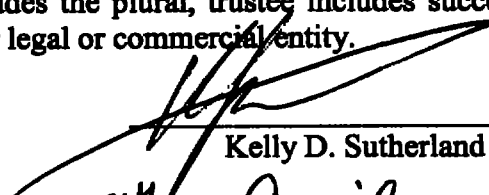
Eric R.T. Roost
Chapter 7 Trustee
PO Box 12060
Eugene, OR 97440

23516

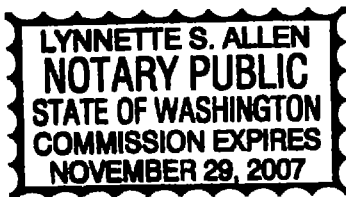
Said Amended Trustee's Notice of Sale was given in compliance with ORS 86.755(6), within 30 days after release from a stay of the foreclosure proceedings, and the above named persons listed in ORS 86.740 and ORS 86.750(1).

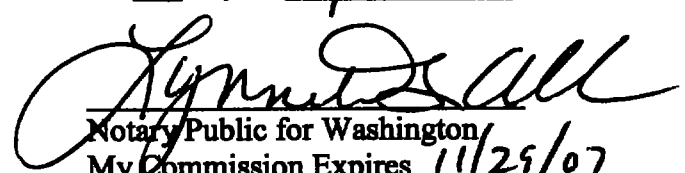
Each of the notices so mailed was certified to be a true copy of the original notice of sale; each such copy was contained in a sealed envelope, with postage thereof fully prepaid, and was deposited by me in the United States post office at Vancouver, Washington, on April 19, 2004, which was within 30 days after release from a stay of the foreclosure proceeding set forth therein.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.


Kelly D. Sutherland

Subscribed and sworn to before me this 19th day of April, 2004, by Kelly D. Sutherland, Successor Trustee.




Notary Public for Washington
My Commission Expires 11/29/07

Loan #: 33397795

AFTER RECORDING RETURN TO:
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12500 SE 2nd Circle, Suite 120
Vancouver, WA 98684
04-17305

23517

AMENDED TRUSTEE'S NOTICE OF SALE
(After Release From Stay)

Reference is made to that certain trust deed made by Ramon F. Benavides and Jean M. Benavides, as tenants by the entirety, as grantor, to Aspen Title & Escrow, as trustee, in favor of Washington Mutual Bank, as beneficiary, dated February 2, 2000, recorded February 9, 2000, in the mortgage records of Klamath County, Oregon, in Volume No. M00, at Page 4200, covering the described real property in said county and state, to-wit:

Lot 5, Block 3, Tract No. 1055, Saddle Mountain Estates, in the County of Klamath, State of Oregon

Commonly Known as: 15726 Chukkar Drive, Sprague River, OR 97639

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:

Monthly payments in the sum of \$500.02 from July 1, 2003, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

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:

\$69,758.80, together with interest thereon at the rate of 4.146% per annum from June 1, 2003, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on May 19, 2004, at 11:00 AM, in accord with the standard of time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon; however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the court or by proceedings under the National Bankruptcy Act or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on March 27, 2004.

WHEREFORE, notice hereby is given that the undersigned trustee will on August 25, 2004, at 11:00 AM, in accord with the standard of time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, (which is the new date, time and place set for sale) sell at public auction to the highest bidder foreclose the interest in the said described real property which the grantor has or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or 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 a reasonable charge by the trustee. Notice is further given that any person named in ORS 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 reinstate by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then to 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 actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amount provided by said ORS 86.753.

In construing this notice, 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.

KELLY D. SUTHERLAND, Successor Trustee

Dated 4/19/04

By 

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose.

I, the undersigned, certify that I am the attorney or one of the attorneys for the above named trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale as amended.

Attorney for said Trustee