

M05-69204

Klamath County, Oregon

11/16/2005 11:31:29 AM

Pages 3 Fee: \$31.00

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
INTEGRATED LENDER SERVICES
14320 FIRESTONE BLVD.
SUITE 303
LA MIRADA, CA 90638
(800)232-8787

JSF 717647

Loan No.: **68160100748499** Trustee Sale No.: **58174** Title Order No **2824396**

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: **Philip A. Dussel and Barbara A. Dussel, husband and wife**, as Grantor to **Chicago Title Insurance Company**, as Trustee, in favor of **Bank of America, N.A.**, as Beneficiary, dated **04/08/2003** and **Recorded on 4/29/2003 as Book M03 page 27558**, covering the following described real property situated in said county and state, to-wit:

A Parcel Of Land Situated In The Northwest Quarter Of Southwest Quarter Of Section 7, Township 39 South, Range 10 East Of The Willamette Meridian, In The County Of Klamath, State Of Oregon, More Particulary Described As Follows: Beginning At A Point On The South Line Of A Public Road Known As Booth Road Which Is 121 Feet West And 30 Feet South Of The Northeast Corner Of Said Northwest Quarter Of Southwest Quarter Of Section 7; Thence West Along The South Line Of Booth Road A Distance Of 120.4 Feet To A Point; Thence South 03 Degrees 35' East A Distance Of 280.3 Feet To A Point; Thence South 77 Degrees 50' East A Distance Of 105 Feet To A Point; Thence North A Distance Of 302.3 Feet, More Or Less, To The Point Of Beginning.

Apn# **R590916**

Property Address: **7724 Booth Rd, Klamath Falls, Or 97603**

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:

31F

The monthly payment of **\$95.59** beginning on **08/29/2005**, plus late charges totaling **\$4.53** to-date.

TOGETHER WITH ANY DEFAULT IN THE PAYMENT OF RECURRING OBLIGATIONS AS THEY BECOME DUE.

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: The full installment due on **08/29/2005**, and all subsequent installments, and any late charge(s); 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.

The unpaid principle balance of **\$14,154.88** with interest thereon at the rate of **8.002** from **07/29/2005**; plus late charges totaling **\$4.53**; 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.

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclosure 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 **03/27/2006** at the following place: **At the main entrance to the County Courthouse, 316 Main St., 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 14, 2005

FIRST AMERICAN TITLE INSURANCE COMPANY, As Trustee
c/o Integrated Lender Services
14320 Firestone Blvd., Ste 303
La Mirada, CA 90638 (800) 232-8787
FOR SALE INFORMATION PLEASE CALL: (714) 573-1965

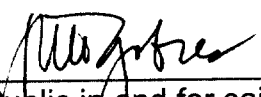

Dennis Canlas, Assistant Secretary

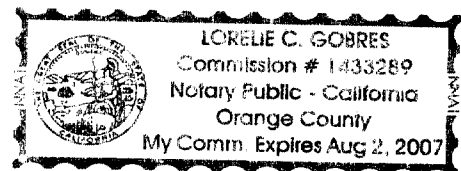
STATE OF CALIFORNIA)

COUNTY OF ORANGE)

On 11/14/05 before me LORELIE C. GOBRES the undersigned, a Notary Public in and for said county, personally appeared DENNIS CANLAS personally known to me (or proved 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 the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Notary Public in and for said County and State



LORELIE C. GOBRES
THIS FIRM IS ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THE DEBT SET FORTH ON THIS NOTICE WILL BE ASSUMED TO BE VALID UNLESS YOU DISPUTE THE DEBT BY PROVIDING WRITTEN NOTICE TO YOUR BENEFICIARY'S OFFICE OF YOUR DISPUTE WITHIN 30 DAYS OF YOUR RECEIPT OF THIS NOTICE, SETTING FORTH THE BASIS OF YOUR DISPUTE.