

2008-003837

Klamath County, Oregon



00042447200800038370070078

03/25/2008 03:30:02 PM

Fee: \$51.00

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
06-18736

ATE = 65417

OREGON
AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, Kelly D. Sutherland, say and certify that:

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 the successor in interest named in the Trust Deed described in the attached Notice of Sale.

I have given notice of sale of the real property described in the attached Notice of Sale by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

Johnnie L. Storts, Jr.,
10216 Split Rail Road
La Pine, OR 97739

Washington Mutual Bank
1201 Third Avenue
Seattle, Wa 98101

Johnnie L. Storts, Sr.
10216 Split Rail Road
La Pine, OR 97739

Washington Mutual Bank
R/A: Corporation Service Company
285 Liberty Street, N.E.
Salem, Or 97301

Johnnie L. Storts, Sr.
47878 Highway 58, Unit 6
Oakridge, OR 97463

Johnnie L. Storts, Sr.
c/o Lori Lawrence
P.O. Box 1563
La Pine, OR 97739

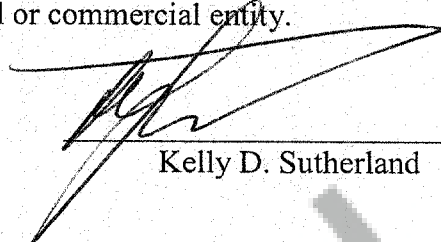
Lori Lawrence
P.O. Box 1563
La Pine, OR 97739

The persons mailed to include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or whose interest the trustee or the beneficiary has actual notice and any person requesting notice as provided in ORS 86.785 and all junior lien holders as provided in ORS 86.740.

#61-A

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale by Kelly D. Sutherland, Shapiro & Sutherland, LLC, the trustee named in said notice; each copy was mailed in a sealed envelope, with postage prepaid, and was deposited by me in the United States post office at Vancouver, Washington, on December 7, 2007. Each notice was mailed after the date that the Notice of Default and Election to Sell described in said Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

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



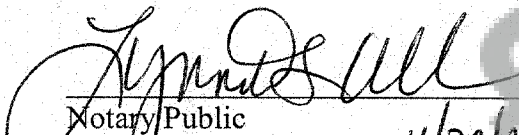
Kelly D. Sutherland

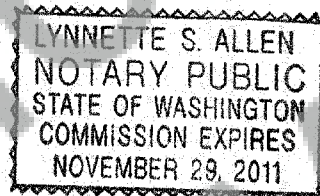
State of Washington)

County of Clark)

On this 7th day of December, in the year 2007, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal


Notary Public
My Commission Expires: 11/29/2011



Unofficial Copy

AFFIDAVIT OF SERVICE

No Venue

PLAINTIFF:

OPTION ONE MORTGAGE CORPORATION

vs.

JOHNNIE L. STORTS SR.

DEFENDANT:

I hereby certify that on **SATURDAY, DECEMBER 8, 2007 at 4:00 PM**, I served **PAUL LAWRENCE AND ALL OTHER OCCUPANTS** with the document(s): **TRUSTEE'S NOTICE OF SALE**.

By personally serving **PAUL LAWRENCE AND ALL OTHER OCCUPANTS**, at **10216 SPLIT RAIL ROAD, LAPINE, OR 97739**.

Proof of Mailing: I do hereby certify that on December 11, 2007, a true copy of the **TRUSTEE'S NOTICE OF SALE** together with a copy of this Affidavit of Service was mailed to the above address, in a first class postage paid, sealed envelope to **PAUL LAWRENCE AND ALL OTHER OCCUPANTS**.

Signed


J.M. Helikson

I, R. E. SPENCER, am a competent person over the age of eighteen, a resident of the State of Oregon, not a party to nor an officer, director or employee of, nor an attorney for any party, corporate or otherwise, and knew that **PAUL LAWRENCE AND ALL OTHER OCCUPANTS** is the identical **PAUL LAWRENCE AND ALL OTHER OCCUPANTS** named in the aforementioned action.

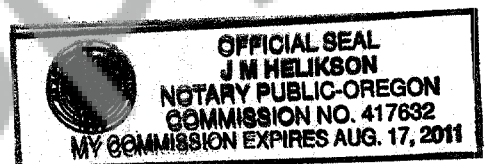
STATE OF OREGON
COUNTY OF DESCHUTES

Subscribed and sworn to before me, on **DECEMBER 11, 2007**,


R. E. SPENCER, PROCESS SERVER

TRI-COUNTY LEGAL PROCESS SERVICE
P.O. BOX 309
BEND, OR, 97709-0309
(541) 317-5680 , (541) 317-0143


NOTARY PUBLIC OF OREGON



Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

I, Jeanine P. Day, Business Manager, being first duly sworn, depose and say that I am the principal clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at Klamath Falls in the aforesaid county and state; that I know from my personal knowledge that the

Legal # 9769

Notice of Sale/Johnnie L. Storts

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: (4)
Four

Insertion(s) in the following issues:

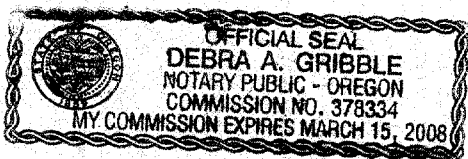
January 9, 16, 23, 30, 2008

Total Cost: \$884.09

Subscribed and sworn by Jeanine P Day
before me on: January 30, 2008

Notary Public of Oregon

My commission expires March 15, 2008



TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Johnnie L. Storts, Sr., a married man as his sole and separate property, as grantor to First American Title Policy Insurance Company of Oregon, as Trustee, in favor of Option One Mortgage Corporation, as Beneficiary, dated October 20, 1997, recorded October 27, 1997, in the mortgage records of Klamath County, Oregon, in Volume M97, at Page 35275, Instrument No. 47609, beneficial interest having been assigned to Wachovia Bank, N.A., f/k/a First Union National Bank, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-2, as covering the following described real property: Lot 41 in Block 2, Tract 1098 - Split Rail Ranchos, according to the official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon. COMMONLY KNOWN AS: 10216 Split Rail Road, La Pine, OR 97739.

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 \$521.04, from November 1, 2006, 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 sum being the following, to-wit: \$58,193.85, together with interest thereon at the rate of 7.99% per annum from October 1, 2006, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on April 9, 2008, at the hour of 11:00 A.M. PT. in accord with the standard 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, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor has or had power to convey at the time of the execution of 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 reinstated by payment to the beneficiary of the entire amount 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 obligations 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 amounts 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.

Also, please be ad-



vised that pursuant for the debt.
to the terms stated
on the Deed of Trust Dated: 12-07-2007
and Note, the benefi- KELLY D. SU-
ciary is allowed to THERLAND, Suc-
cessor Trustee,
conduct property in- SHAPIRO & SU-
spections while THERLAND, LLC
property is in de- 5501 N.E. 109th
fault. This shall Court, Suite N, Van-
serve as notice that couver, WA 98662.
the beneficiary shall Telephone: (360) 260-
be conducting prop- 2253 Website:
erty inspections on www.shapiroattor-
the said referenced neys.com/wa S&S
property. The Fair Debt Collection 06-18736 ASAP#
Practice Act re- 947599 01/09/2008,
quires that we state 01/16/2008,
the following: This 01/23/2008,
is an attempt to col- 01/30/2008.
lect a debt, and any #9769 January 9, 16,
information ob- 23, 30, 2008.
tained will be used
for that purpose, if
a discharge has
been obtained by
any party through
bankruptcy proceed-
ings. This shall not
be construed to be
an attempt to collect
the outstanding in-
debtedness or hold
you personally liable

Shapiro

Unofficial Copy

RECEIVED
JAN 23 2008
FBI - SEATTLE
COMMUNICATIONS SECTION
1000 4TH AVENUE
SEATTLE, WA 98101

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Johnnie L. Storts, Sr., a married man as his sole and separate property, as grantor to First American Title Policy Insurance Company of Oregon, as Trustee, in favor of Option One Mortgage Corporation, as Beneficiary, dated October 20, 1997, recorded October 27, 1997, in the mortgage records of Klamath County, Oregon, in Volume M97, at Page 35275, Instrument No. 47609, beneficial interest having been assigned to Wachovia Bank, N.A., f/k/a First Union National Bank, as Trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates Series 1998-2, as covering the following described real property:

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COMMONLY KNOWN AS: 10216 Split Rail Road, La Pine, OR 97739

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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 sum being the following, to-wit:

\$58,193.85, together with interest thereon at the rate of 7.99% per annum from October 1, 2006, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

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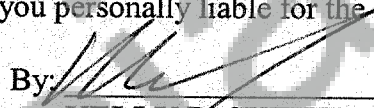
occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligations or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts 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.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

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. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: 12/07/2007

By: 
KELLY B. SUTHERLAND
Successor Trustee

State of Washington, County of Clark, ss:

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

SHAPIRO & SUTHERLAND, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
Telephone: (360) 260-2253