

2008-010016

Klamath County, Oregon

After Recording Return To:

Hillis Clark Martin &amp; Peterson, P.S.

Attention: Allison B. Theodore

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925



00049628200800100160140143

07/11/2008 11:06:21 AM

Fee: \$86.00

1st 1168905

## AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

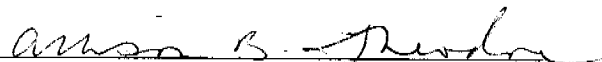
STATE OF WASHINGTON )  
 ) ss.  
 COUNTY OF KING )

I, Allison B. Theodore, being first duly sworn, state that I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, and over the age of eighteen (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Notice Of Sale.

That at the direction and under the supervision of the Successor Trustee I gave notice of default under the terms of the Deed of Trust identified in the attached Trustee's Notice of Sale by mailing a copy thereof by first class mail, and by mailing a copy certified mail with return receipt requested to each of the following named persons as the grantor or any successor in interest in the property described in said Deed of Trust at their respective address, to-wit:

David A. Randall 10520 Kincheloe Ave Klamath Falls, OR 97603	Jane Doe Randall 10520 Kincheloe Ave Klamath Falls, OR 97603	Occupants 10520 Kincheloe Ave Klamath Falls, OR 97603
Katherine M. Blaser c/o State of Oregon Div. of Child Support Re CSP#035AAAAA47741 P.O. Box 14506 Salem, OR 97309	David A. Randall 2937 Eberlein Ave Klamath Falls, OR 97603	Jane Doe Randall 2937 Eberlein Ave Klamath Falls, OR 97603
Falcon Heights Condo Assoc. c/o W. Louellyn Kelly, Reg. Agent 135 South 9th St. Klamath Falls, OR 97601	Falcon Heights Condo Assoc. 10301 Preddy Ave Klamath Falls, OR 97603	Falcon Heights Condo Assoc. P.O. Box 127 Klamath Falls, OR 97601

Each of the notices so mailed was a true copy of the original Trustee's Notice Of Sale, each copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on February 27, 2008. Each of the notices was mailed at least 120 days before the day fixed in said Trustee's Notice of Sale by the trustee for the trustee's sale.

  
 Allison B. Theodore

F86-

SUBSCRIBED AND SWORN to before me this 27<sup>th</sup> day of February, 2008.



*Amal. Smith*  
Name TONJA D SMITH  
NOTARY PUBLIC in and for the State of  
Washington residing at SNOQUALMIE.  
My appointment expires 3-22-08.  
ND: 40014.254 4829-2622-1314v1 2/27/2008

Loan #311024  
Trustee #40014.254

### TRUSTEE'S NOTICE OF SALE

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, executed, and delivered by David A. Randall, a single man, as Grantor, to First American Title Company, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated August 17, 2006, and recorded on August 18, 2006 and re-recorded on September 19, 2006, in the Mortgage records of Klamath County, Oregon, under File Nos. 2006-016715 and 2006-018785, respectively. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon, by assignment of deed of trust recorded on October 16, 2006, in the Mortgage records of Klamath County, Oregon under File No. 2006-020703. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

Unit Number 10520 (Kincheloe Avenue) FALCON HEIGHTS  
CONDOMINIUM, STAGE 2, according to the official plat thereof on file  
in the office of the County Clerk of Klamath County, Oregon;

The street address or other common designation, if any, of the real property described above is purported to be:

10520 Kincheloe Avenue, Klamath Falls, Oregon 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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 foreclosure is made is grantor's failure to pay when due the following sums:

3 Monthly payments of \$913.66 due from October 1, 2007 through December 1, 2007:	\$2,740.98
--	------------

3 Late Charges of \$37.53, due on each payment not paid within 15 days of its due date, for monthly payments due on October 1, 2007, through December 1, 2007:	\$112.59
--	----------

2 Monthly payments of \$954.43 due from January 1, 2008, through February 1, 2008:	\$1,908.86
---	------------

2 Late Charges of \$37.53, due on each payment not paid within 15 days of its due date, for monthly payments due on January 1, 2008 through February 1, 2008: \$75.06

Advances by Lender:

Additional Late Charge Balance: \$112.59

Property Inspection Fees: \$24.00

Sub-Total of Monthly Payments,  
Late Charges, and Advances in arrears: **\$4,974.08**

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

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:

UNPAID PRINCIPAL BALANCE OF \$119,842.57, AS OF SEPTEMBER 1, 2007, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 6.300% PER ANNUM, PLUS ANY LATE CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.

WHEREFORE, notice hereby is given that the undersigned trustee will, on **July 18, 2008**, at the hour of **10:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the front entrance of the Klamath County Courthouse, 316 Main Street, 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 had 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 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 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. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

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.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

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

DATED this 27<sup>th</sup> day of February, 2008.

SUCCESSOR TRUSTEE:

JOSEPH A.G. SAKAY, Oregon Bar #021734

c/o Hillis Clark Martin & Peterson, P.S.  
1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

ND: 40014.254 4850-9179-2642v1 2/25/2008

After Recording Return To:

**Hillis Clark Martin & Peterson, P.S.**

Attention: Allison B. Theodore  
500 Galland Building  
1221 Second Avenue  
Seattle, WA 98101-2925

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**AFFIDAVIT OF NON-MILITARY SERVICE**

I Jan Hansen, the undersigned Affiant, being first duly sworn, state:

That I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, and over the age of eighteen (18) years and competent to make this affidavit, and that on today's date, which is at least 120 days prior to the date of the trustee's sale set in the attached Trustee's Notice Of Sale, that to the best of my knowledge,

David A. Randall and \_\_\_\_\_,  
(Grantor) (Grantor)

Are not and neither is, in the Military Service of the United States, or dependants of someone in the military service of the United States, within the meaning of the Servicemembers Civil Relief Act, as amended; that neither person is a member of the United States Marine Corps, Women's Reserve, or Women's Army Auxiliary Corps or Women's Army Corps (WACS), or Women's Coast Guard Reserve (SPARS), or being educated under the supervision of the United States preliminary to induction into the Military Service or under orders to report for induction under the Selective Training and Service Act of 1940, as amended, or as a member of the Enlisted Reserve Corps under orders to report for military service of an American Citizen serving with the forces of any nation allied with the United States in the prosecution of a war, or in the Federal Service or active duty as a member of the Army of the United States, or the United States Navy of the Marine Corps, or the Coast Guard, or as an officer of the Public Health Service within the purview of the Servicemembers Civil Relief Act of 1940, as amended.

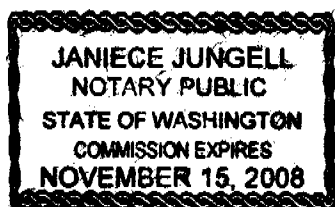
That this affidavit is made for the purpose of inducing Amit D. Ranade, of Hillis Clark Martin & Peterson, P.S., in Seattle, Washington, as Successor Trustee, without leave of court first obtained, to cause certain property to be sold under the terms of a deed of trust pursuant to the power of sale contained therein.

DATED: July 8, 2008

By: Jan Hansen  
Representative for Beneficiary

STATE OF WASHINGTON )  
) ss.  
COUNTY OF KING )

SUBSCRIBED AND SWORN to before me this 8th day of July, 2008.



Janiece Jungell  
Name Janiece Jungell  
NOTARY PUBLIC in and for the State of  
Washington residing at King County  
My appointment expires November 15, 2008

**PROOF OF SERVICE  
JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **10520 Kincheloe Ave. Klamath Falls, OR 97603**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to **David Randall** at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1 <sup>st</sup> Attempt:	March 5, 2008	12:26 PM	Posted
2 <sup>nd</sup> Attempt:	March 7, 2008	4:07 PM	Served
3 <sup>rd</sup> Attempt:			

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_\_\_\_ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of **March 10**, 2008 I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed Chelsa Meek

10520 Kincheloe Ave. Klamath Falls, Oregon 97603

**ADDRESS OF SERVICE**

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

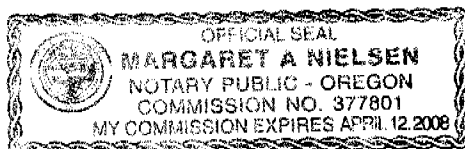
March 7, 2008                      4:07 PM  
**DATE OF SERVICE                      TIME OF SERVICE**

☐ or non occupancy

By: \_\_\_\_\_

**ROBERT W. BOLENBAUGH**

Subscribed and sworn to before on this 10<sup>th</sup> day of March, 2008.



Margaret A. Nielsen  
Notary Public for Oregon

Loan #311024  
Trustee #40014.254

# **TRUSTEE'S NOTICE OF SALE**

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, executed, and delivered by David A. Randall, a single man, as Grantor, to First American Title Company, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated August 17, 2006, and recorded on August 18, 2006 and re-recorded on September 19, 2006, in the Mortgage records of Klamath County, Oregon, under File Nos. 2006-016715 and 2006-018785, respectively. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon, by assignment of deed of trust recorded on October 16, 2006, in the Mortgage records of Klamath County, Oregon under File No. 2006-020703. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

Unit Number 10520 (Kincheloe Avenue) FALCON HEIGHTS  
CONDOMINIUM, STAGE 2, according to the official plat thereof on file  
in the office of the County Clerk of Klamath County, Oregon;

The street address or other common designation, if any, of the real property described above is purported to be:

10520 Kincheloe Avenue, Klamath Falls, Oregon 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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 foreclosure is made is grantor's failure to pay when due the following sums:

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Advances by Lender:

Additional Late Charge Balance: \$112.59

Property Inspection Fees: \$24.00

Sub-Total of Monthly Payments,  
Late Charges, and Advances in arrears: **\$4,974.08**

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

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:

UNPAID PRINCIPAL BALANCE OF \$119,842.57, AS OF SEPTEMBER 1, 2007, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 6.300% PER ANNUM, PLUS ANY LATE CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.

WHEREFORE, notice hereby is given that the undersigned trustee will, on **July 18, 2008**, at the hour of **10:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the front entrance of the Klamath County Courthouse, 316 Main Street, 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 had 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 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 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. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

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.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

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

DATED this 27<sup>th</sup> day of February, 2008.

SUCCESSOR TRUSTEE:

JOSEPH A.G. SAKAY, Oregon Bar #021734

c/o Hillis Clark Martin & Peterson, P.S.  
1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

ND: 40014.254 4850-9179-2642v1 2/25/2008

After Recording Return To:

**Hillis Clark Martin & Peterson, P.S.**

Attention: Allison B. Theodore

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925

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**AFFIDAVIT OF MAILING NOTICE OF INTENT TO REMOVE OCCUPANTS  
PURSUANT TO TRUSTEE'S SALE**

STATE OF WASHINGTON           )  
  ) ss.  
COUNTY OF KING               )

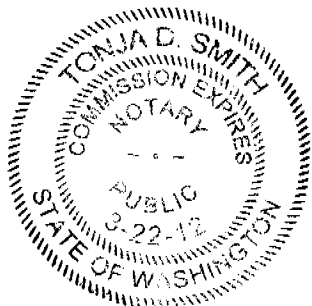
I, Allison B. Theodore, being first duly sworn, state that I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, and over the age of eighteen (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Notice Of Sale.

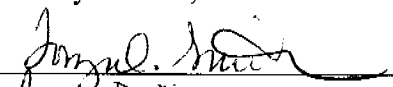
That at the direction and under the supervision of the Successor Trustee, I mailed a true copy of the Trustee's Notice of Sale by First Class Mail, Regular and Certified, Return-Receipt Requested, postage pre-paid, together with an original Notice of Intent to Remove, to the Occupants, at: 10520 Kincheloe Avenue, Klamath Falls, Oregon 97603.

Each of the Trustee's Notices of Sale so mailed was a true copy of the original, accompanied by the original Notice of Intent to Remove, each set of copies was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on June 23, 2008. Each of the notices was mailed after the original Notice of Default and Election to Sell was recorded and at least 20 days before the day fixed in the Trustee's Notice of Sale by the trustee for the trustee's sale.

  
Allison B. Theodore

SUBSCRIBED AND SWORN to before me this 23<sup>rd</sup> day of June, 2008.



  
Name Tonia D. Smith  
NOTARY PUBLIC in and for the State of  
Washington residing at INOCUALINE.  
My appointment expires 3-22-12.

ND: 40014.254 4828-9839-2066v1 6/23/2008

# HCMP

HILLIS  
CLARK  
MARTIN &  
PETERSON  
*law offices*

June 23, 2008

***Via Regular and Certified Mail;  
Return-Receipt Requested***

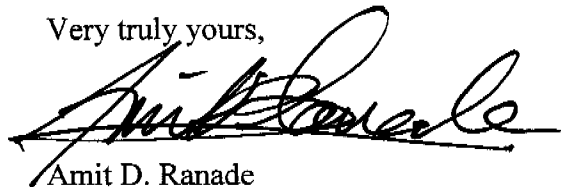
Occupants  
10520 Kincheloe Ave  
Klamath Falls, OR 97603

Re: *Trust Deed Foreclosure*  
*Beneficiary: Oregon Housing and Community Services Dept.*  
*Grantor: David A. Randall*  
*Property Address:*  
*10520 Kincheloe Avenue, Klamath Falls, Oregon 97603*  
***Notice of Intent to Remove***

Dear Occupants:

The house in which you are presently residing is being foreclosed nonjudicially pursuant to the ORS 86.705 *et seq.* We are required by this statute to provide notice of intent to remove persons holding possession of the premises under an interest created voluntarily by the grantor or their successor. Enclosed is a trustee's notice of sale which indicates a sale date of July 18, 2008, at 10:00 a.m., at the front entrance of the Klamath County Courthouse, 316 Main Street, City of Klamath Falls, County of Klamath, State of Oregon. Provided that the loan obligation is not reinstated before this sale date and a sale occurs, and should Oregon Housing and Community Services Department, State of Oregon, be the successful purchaser at the sale, you will be asked to vacate the property by the tenth day following the sale.

Very truly yours,



Amit D. Ranade  
Successor Trustee

ADR:abt  
Enclosure

Cc: HomeStreet Bank  
ND: 40014.254 4836-0290-4066v1 6/23/2008

1221 Second Avenue  
Suite 500  
Seattle, Washington  
98101-2925

 **MERITAS**  
LAW FIRMS WORLDWIDE

phone 206.623.1745  
fax 206.623.7789  
www.hcmp.com

A PROFESSIONAL SERVICE CORPORATION

# 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 # 10251

Notice of Sale/David A. Randall

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:

June 4, 11, 18, 25, 2008

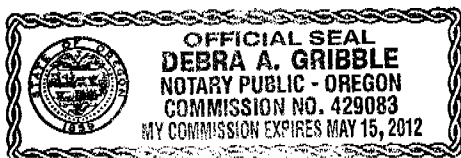
Total Cost: \$1,260.01

Subscribed and sworn by Jeanine P Day

before me on: June 26, 2008

Notary Public of Oregon

My commission expires May 15, 2012



### TRUSTEE'S NOTICE OF SALE

Pursuant to ORS 86.705, et seq. and ORS 79.5010, et seq.

Reference is made to that certain trust deed made, executed, and delivered by David A. Randall, a single man, as Grantor, to First American Title Company, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated August 17, 2006, and recorded on August 18, 2006 and re-recorded on September 19, 2006, in the Mortgage records of Klamath County, Oregon, under File Nos. 2006-016715 and 2006-018785, respectively. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon, by assignment of deed of trust recorded on October 16, 2006, in the Mortgage records of Klamath County, Oregon under File No. 2006-020703. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

Unit Number 10520 (Kincheloe Avenue) FALCON HEIGHTS CONDOMINIUM, STAGE 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; The street address or other common designation, if any, of the real property described above is purported to be: 10520 Kincheloe Avenue, Klamath Falls, Oregon 97603. The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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Advances by Lender: Additional Late Charge Balance: \$112.59. Property Inspection Fees: \$24.00. Sub-Total of Monthly Payments, Late Charges, and Advances in arrears: \$4,974.08.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

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: Unpaid principal balance of \$119,842.57, as of September 1, 2007, plus from that date until paid, accrued and accruing interest at the rate of 6.300% per annum, plus any late charges, escrow advances, foreclosure costs, trustee's fees, attorneys' fees, sums required for protection of the property and additional sums secured by the trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on July 18, 2008, at the hour of 10:00 a.m., in accord with the standard of time established by ORS 187.110, at the front entrance of the Klamath County Courthouse, 316 Main Street, 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 had 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 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 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. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

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.

This communication is an attempt to collect a debt. Any information will be used for that purpose. Unless you notify us within 30 days after receiving this letter that you dispute the validity of the debt or any portion of it, we will assume the debt is valid. If you notify us, in writing within 30 days after receipt of this letter that you do dispute the debt or any portion of it, we will provide verification by mailing you a copy of the records. If you so request, in writing, within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor if different from the current creditor.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Dated this 27th day of February, 2008.

Successor Trustee:

Joseph A.G. Sakay, Oregon Bar #021734

1221 Second Avenue, Suite 500

Seattle, Washington 98101-2925

Telephone: (206) 623-1745

#10251 June 4, 11, 18, 25, 2008.