

2009-007575

Klamath County, Oregon



00066988200900075750230230

06/01/2009 03:20:21 PM

Fee: \$136.00

After Recording Return To:

Hillis Clark Martin & Peterson, P.S.

Attention: Susan E. Shin

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925

AFFIDAVIT OF MAILING

TRUSTEE'S NOTICE OF SALE AND FORECLOSURE NOTICE

1st 1314067

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Susan E. Shin, 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 of said Trustee's Notice of Sale 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:

Harley D. Eich	Sarah L. Eich	Occupant
4428 Barry Avenue	4428 Barry Avenue	4428 Barry Avenue
Klamath Falls, OR 97603	Klamath Falls, OR 97603	Klamath Falls, OR 97603

Additionally, at the direction and under the supervision of the Successor Trustee, I gave notice of the foreclosure in accord with Oregon HB 3630, by enclosing a copy of the attached Foreclosure Notice in the mailings via first class mail and certified mail with return receipt requested, to each of the following named persons:

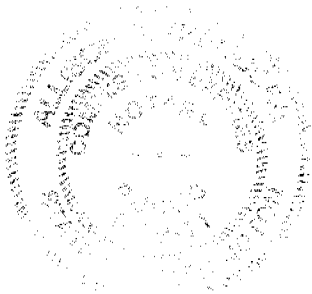
Harley D. Eich	Sarah L. Eich	Occupant
4428 Barry Avenue	4428 Barry Avenue	4428 Barry Avenue
Klamath Falls, OR 97603	Klamath Falls, OR 97603	Klamath Falls, OR 97603

Each of the notices so mailed was a true copy of the original Trustee's Notice Of Sale and a true copy of the Foreclosure Notice, said copies were 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 January 14, 2009. 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.


Susan E. Shin

F-136

SUBSCRIBED AND SWORN to before me this 16th day of January, 2009.



Allison B. Theodore
Name ALLISON B. THEODORE
NOTARY PUBLIC in and for the State of
Washington residing at 1414 Forest Park
My appointment expires 4/18/11

Loan No. 310725
Trustee No. 40014.388
Successor Trustee: Joseph A.G. Sakay

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 Harley D. Eich and Sarah L. Eich, husband and wife, as Grantor, to First American Title Company, a Washington corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated October 25, 2005, and recorded on October 26, 2005, in the Mortgage records of Klamath County, Oregon, under File No. M05-67554. 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 November 23, 2005, in the Mortgage records of Klamath County, Oregon under File No. M05-69785. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

The Northeasterly 25.5 feet of Lot 5 and the Southwesterly 43 feet of Lot 6 in Block 2, FIRST ADDITION TO TONATEE HOMES, according to the 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:

4428 Barry 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 the foreclosure is made is grantor's failure to pay when due, the following sums:

5 Monthly payments of \$758.70 due from August 1, 2008 through December 1, 2008:	\$4,552.20
--	------------

2 Late charges of \$31.76 due on payments past due from August 1, 2008, through December 1, 2008:	\$158.80
---	----------

Monthly payment of \$759.70 due January 1, 2009:	\$759.70
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Advances by Lender:

Property Inspection Fees:

\$24.00

Sub-Total of Monthly Payments,
Late Charges, and Advances in arrears:

\$5,494.70

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 \$114,074.09, AS OF JULY 1, 2008, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 4.9500% 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 **June 5, 2009**, 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 14th day of January, 2009.

SUCCESSOR TRUSTEE:

JOSEPH A.G. SAKAY, Oregon Bar No. 021734

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

NOTICE:
**YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT
TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property at:
4428 Barry Avenue, Klamath Falls, Oregon 97603.

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of January 12, 2009 to bring your mortgage loan current was \$5,494.70, plus attorneys' fees and costs. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 1-800-237-3194, and ask for the Loss Mitigation Department to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to: HomeStreet Bank, Attn: Loss Mitigation, 601 Union Street, Suite 2000, Seattle, WA 98101.

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD
IF YOU DO NOT TAKE ACTION:**

Date and time: Friday, June 5, 2009, at 10:00 a.m.

Place: The front entrance of the Klamath County Courthouse, 316 Main Street, City of Klamath Falls, State of Oregon.

THIS IS WHAT YOU CAN DO TO STOP THE SALE

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Jan Hansen at HomeStreet Bank at 1-800-237-3194 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone

contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at (800) 452-7636 or you may visit its website at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: January 14, 2009

Trustee Name: Joseph A.G. Sakay, OSB# 021734

Trustee Signature: _____

Trustee Telephone Number: (206) 623-1745

After Recording Return To:

Hillis Clark Martin & Peterson, P.S.
Attention: Susan E. Shin
500 Galland Building
1221 Second Avenue
Seattle, WA 98101-2925

**AFFIDAVIT OF SUPPLEMENTAL MAILING OF
FORECLOSURE NOTICE TO CORRECT SCRIVENER'S ERROR**

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Susan E. Shin, 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.

At the direction and under the supervision of the Successor Trustee, I gave notice of the foreclosure in accord with Oregon HB 3630, by enclosing a copy of the attached Foreclosure Notice in the mailings via first class mail and certified mail with return receipt requested, to each of the following named persons:

Harley D. Eich
4428 Barry Avenue
Klamath Falls, OR 97603

Sarah L. Eich
4428 Barry Avenue
Klamath Falls, OR 97603

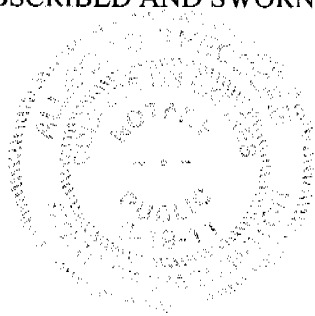
Occupant
4428 Barry Avenue
Klamath Falls, OR 97603

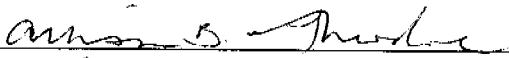
Each of the notices so mailed was a true copy of the original Trustee's Notice Of Sale and a true copy of the Foreclosure Notice, said copies were contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on January 15, 2009. 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.



Susan E. Shin

SUBSCRIBED AND SWORN to before me this 15th day of January, 2009.




Name ALLISON B. THEODORE
NOTARY PUBLIC in and for the State of
Washington residing at Lake Forest Park
My appointment expires 12/31/11

After Recording Return To:

Hillis Clark Martin & Peterson, P.S.

Attention: Susan E. Shin
1221 Second Avenue, Suite 500
Seattle, WA 98101-2925

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,

Harley D. Eich and Sarah L. Eich,
(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 Joseph A.G. Sakay, 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: May 29, 2009

By: Jan Hansen
Representative for Beneficiary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

SUBSCRIBED AND SWORN to before me this 29th day of May, 2009.



Linda M. Simmons
Name Linda M. Simmons
NOTARY PUBLIC in and for the State of
Washington residing at King County
My appointment expires June 29, 2012

After Recording Return To:

Hillis Clark Martin & Peterson, P.S.

Attention: Susan E. Shin

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Susan E. Shin, 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.

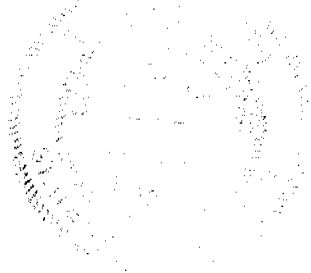
That at the direction and under the supervision of the Successor Trustee, I mailed a true copy of the Trustee's Notice of Sale by First Class Mail, Regular and Certified, Return-Receipt Requested, postage pre-paid, together with an original Notice of Intent to Remove, to the Occupants, at: 4428 Barry Avenue, Klamath Falls, Oregon 97603.

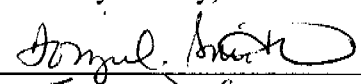
Each of the Trustee's Notices of Sale so mailed was a true copy of the original, accompanied by the original Notice of Intent to Remove, each set of copies was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on May 11, 2009. 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.



Susan E. Shin

SUBSCRIBED AND SWORN to before me this 11th day of May, 2009.





Name TOMAS D. SMITH
NOTARY PUBLIC in and for the State of
Washington residing at SNODGRASS MIC.
My appointment expires 3-22-12.

HCMP

HILLIS
CLARK
MARTIN &
PETERSON
law offices

May 11, 2009

Certified Article Number

7160 3901 9848 2427 8160

SENDERS RECORD

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

Occupants
4428 Barry Avenue
Klamath Falls, OR 97603

Re: *Trust Deed Foreclosure*
Beneficiary: Oregon Housing and Community Services Department
Grantor: Harley D. Eich and Sarah L. Eich
Property Address:
4428 Barry 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 June 5, 2009, 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 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,

Joseph A.G. Sakay
Successor Trustee

JAS:ses
Enclosure

Cc: HomeStreet Bank
ND: 40014.388 4843-8383-3091v1 5/11/2009

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

Loan No. 310725
Trustee No. 40014.388
Successor Trustee: Joseph A.G. Sakay

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 Harley D. Eich and Sarah L. Eich, husband and wife, as Grantor, to First American Title Company, a Washington corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated October 25, 2005, and recorded on October 26, 2005, in the Mortgage records of Klamath County, Oregon, under File No. M05-67554. 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 November 23, 2005, in the Mortgage records of Klamath County, Oregon under File No. M05-69785. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

The Northeasterly 25.5 feet of Lot 5 and the Southwesterly 43 feet of Lot 6 in Block 2, FIRST ADDITION TO TONATEE HOMES, according to the 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:

4428 Barry 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 the foreclosure is made is grantor's failure to pay when due, the following sums:

5 Monthly payments of \$758.70 due from August 1, 2008 through December 1, 2008:	\$4,552.20
2 Late charges of \$31.76 due on payments past due from August 1, 2008, through December 1, 2008:	\$158.80
Monthly payment of \$759.70 due January 1, 2009:	\$759.70

Advances by Lender:

Property Inspection Fees:

\$24.00

Sub-Total of Monthly Payments,

Late Charges, and Advances in arrears:

\$5,494.70

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 \$114,074.09, AS OF JULY 1, 2008, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 4.9500% 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 **June 5, 2009**, 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 14th day of January, 2009.

SUCCESSOR TRUSTEE:

JOSEPH A.G. SAKAY, Oregon Bar No. 021734

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

CERTIFIED TO BE A TRUE COPY

Loan No. 310725
Trustee No. 40014.388
Successor Trustee: Joseph A.G. Sakay

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 Harley D. Eich and Sarah L. Eich, husband and wife, as Grantor, to First American Title Company, a Washington corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated October 25, 2005, and recorded on October 26, 2005, in the Mortgage records of Klamath County, Oregon, under File No. M05-67554. 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 November 23, 2005, in the Mortgage records of Klamath County, Oregon under File No. M05-69785. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

The Northeasterly 25.5 feet of Lot 5 and the Southwesterly 43 feet of Lot 6 in Block 2, FIRST ADDITION TO TONATEE HOMES, according to the 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:

4428 Barry 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 the foreclosure is made is grantor's failure to pay when due, the following sums:

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Advances by Lender:

Property Inspection Fees:

\$24.00

Sub-Total of Monthly Payments,
Late Charges, and Advances in arrears:

\$5,494.70

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 \$114,074.09, AS OF JULY 1, 2008, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 4.9500% 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 **June 5, 2009**, 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 14th day of January, 2009.

SUCCESSOR TRUSTEE:

JOSEPH A.G. SAKAY, Oregon Bar No. 021734

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

**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 **4428 Barry Ave. Klamath Falls, OR 97603**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to __ 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:

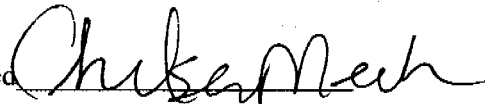
☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1 st Attempt:	January 20, 2009	12:45 PM	Posted
2 nd Attempt:	January 22, 2009	4:00 PM	Posted
3 rd Attempt:	January 26, 2009	10:23 PM	Posted

☐ **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 January 27, 2009, 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



4428 Barry Ave. Klamath Falls, OR 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.

January 20, 2009 12:45 PM
DATE OF SERVICE TIME OF SERVICE

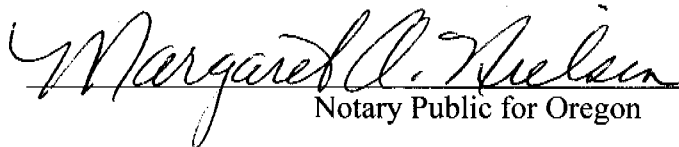
☐ or non occupancy

By:

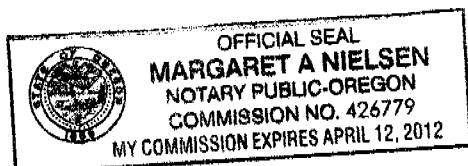


ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 3 day of March, 2009.



Notary Public for Oregon



Loan No. 310725
Trustee No. 40014.388
Successor Trustee: Joseph A.G. Sakay

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 Harley D. Eich and Sarah L. Eich, husband and wife, as Grantor, to First American Title Company, a Washington corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated October 25, 2005, and recorded on October 26, 2005, in the Mortgage records of Klamath County, Oregon, under File No. M05-67554. 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 November 23, 2005, in the Mortgage records of Klamath County, Oregon under File No. M05-69785. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

The Northeasterly 25.5 feet of Lot 5 and the Southwesterly 43 feet of Lot 6 in Block 2, FIRST ADDITION TO TONATEE HOMES, according to the 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:

4428 Barry 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 the foreclosure is made is grantor's failure to pay when due, the following sums:

5 Monthly payments of \$758.70 due from August 1, 2008 through December 1, 2008:	\$4,552.20
2 Late charges of \$31.76 due on payments past due from August 1, 2008, through December 1, 2008:	\$158.80
Monthly payment of \$759.70 due January 1, 2009:	\$759.70

Advances by Lender:

Property Inspection Fees:

\$24.00

Sub-Total of Monthly Payments,
Late Charges, and Advances in arrears:

\$5,494.70

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 \$114,074.09, AS OF JULY 1, 2008, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 4.9500% 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 **June 5, 2009**, 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.

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

DATED this 14th day of January, 2009.

SUCCESSOR TRUSTEE:

JOSEPH A.G. SAKAY, Oregon Bar No. 021734

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

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 # 11127

Trustee's Notice of Sale/Eich

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:

April 22, 29, 2009

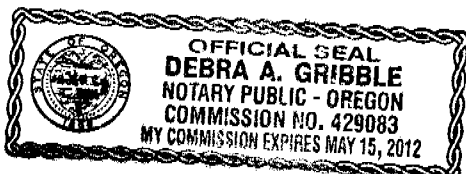
May 6, 13, 2009

Total Cost: \$1,382.01

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: May 7, 2009

Debra A Gribble
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.
Loan No. 310725 Trustee No. 40014.388

Successor Trustee: Joseph A.G. Sakay

Reference is made to that certain trust deed made, executed, and delivered by Harley D. Eich and Sarah L. Eich, husband and wife, as Grantor, to First American Title Company, a Washington corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated October 25, 2005, and recorded on October 26, 2005, in the Mortgage records of Klamath County, Oregon, under File No. M05-67554. 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 November 23, 2005, in the Mortgage records of Klamath County, Oregon under File No. M05-69785. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

The Northeasterly 25.5 feet of Lot 5 and the Southwesterly 43 feet of Lot 6 in Block 2, FIRST ADDITION TO TONATEE HOMES, according to the 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: 4428 Barry 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 the foreclosure is made is grantor's failure to pay when due, the following sums: 5 Monthly payments of \$758.70 due from August 1, 2008 through December 1, 2008: \$4,552.20. 2 Late charges of \$31.76 due on payments past due from August 1, 2008, through December 1, 2008: \$158.80. Monthly payment of \$759.70 due January 1, 2009: \$759.70. Advances by Lender: Property Inspection Fees: \$24.00. Sub-Total of Monthly Payments, Late Charges, and Advances in arrears: \$5,494.70.

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 \$114,074.09, as of July 1, 2008, plus from that date until paid, accrued and accruing interest at the rate of 4.9500 % 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 June 5, 2009, 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 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 14th day of January, 2009.

Successor Trustee:

Joseph A.G. Sakey, Oregon Bar No. 021734

c/o Hillis Clark Martin & Peterson, P.S.

1221 Second Avenue, Suite 500

Seattle, Washington 98101-2925 Telephone: (206) 623-1745

#11127 April 22, 29, May 6, 13, 2009.