

2009-011748

Klamath County, Oregon



00072021200900117480200203

09/01/2009 02:44:09 PM

Fee: \$116.00

After Recording Return To:

Hillis Clark Martin & Peterson, P.S.

Attention: Susan E. Shin

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925

1st 1377614

**AFFIDAVIT OF MAILING  
TRUSTEE'S NOTICE OF SALE AND FORECLOSURE NOTICE**

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:

Withers W. Moncure 505 North 5th Street Klamath Falls, OR 97601	Jane Doe Moncure 505 North 5th Street Klamath Falls, OR 97601	Occupant 505 North 5th Street Klamath Falls, OR 97601
Withers W. Moncure 108B Duke Avenue Fredericksburg, VA 22405	Jane Doe Moncure 108B Duke Avenue Fredericksburg, VA 22405	

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:

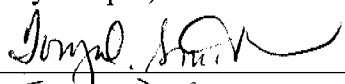
Withers W. Moncure 505 North 5th Street Klamath Falls, OR 97601	Jane Doe Moncure 505 North 5th Street Klamath Falls, OR 97601	Occupant 505 North 5th Street Klamath Falls, OR 97601
Withers W. Moncure 108B Duke Avenue Fredericksburg, VA 22405	Jane Doe Moncure 108B Duke Avenue Fredericksburg, VA 22405	

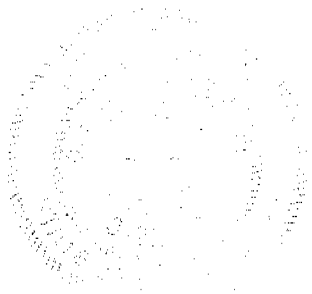
File-

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 April 16, 2009, 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 16<sup>th</sup> day of April, 2009.

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



Loan No. 311329  
Trustee No. 40014.515  
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 Withers W. Moncure, a married man, as Grantor, to Amerititle, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, LLC, a Delaware Limited Liability Company, as Beneficiary, dated August 30, 2007, and recorded on August 31, 2007, in the Mortgage records of Klamath County, Oregon, under File No. 2007-15470. 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 9, 2007, in the Mortgage records of Klamath County, Oregon under File No. 2007-017502. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

The Northwesterly 50 feet of Lot 6, Block 43 of FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly as follows:

Beginning at the most Westerly corner Lot 6, Block 43 of FIRST ADDITION to the City of Klamath Falls; thence Southerly along the Easterly line of Fifth Street, 50 feet; thence Easterly at right angles to Fifth Street, 52.1 feet; thence Northwesterly parallel with Fifth Street and along the lot lines of Lots 6 and 7 of said Block 43, 50 feet; thence Westerly along the Southerly line of the alley in said Block 43, 52.1 feet to the place of beginning, being the Northwesterly 50 feet of Lot 6 in said Block and Addition;

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

505 North 5th Street, Klamath Falls, Oregon 97601

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 \$1,130.32 due from  
October 1, 2008 through December 1, 2008: \$3,390.96

3 Late Charges of \$45.21, due on each payment not paid  
within 15 days of its due date, for monthly payments due  
on October 1, 2008, through December 1, 2008: \$135.36

4 Monthly payments of \$1,129.64 due from  
January 1, 2009, through April 1, 2009: \$4,518.56

3 Late Charges of \$45.19, due on each payment not paid  
within 15 days of its due date, for monthly payments due  
on January 1, 2009 through March 1, 2009: \$135.57

Advances by Lender:

Property Inspection Fee: \$12.00

Unapplied Funds to be Credited  
towards the Account: (\$24.44)

Sub-Total of Monthly Payments,  
Late Charges, and Advances in arrears: **\$8,168.28**

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 \$155,584.21, AS OF AUGUST 1, 2008, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 6.250% 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 **September 4, 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.

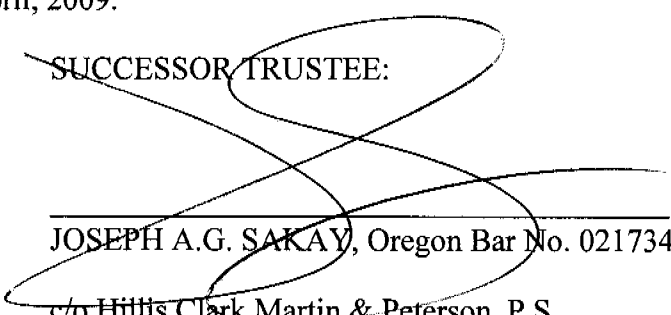
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the 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 15th day of April, 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:  
505 North 5th Street, Klamath Falls, Oregon 97601

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 April 13, 2009 to bring your mortgage loan current was \$8,168.28, 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, September 4, 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: April 15, 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  
1221 Second Avenue, Suite 500  
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,

Tony Duvoix and Lisa M. Duvoix  
(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: August 24, 2009

By: Jan Hansen  
Representative for Beneficiary

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

SUBSCRIBED AND SWORN to before me this 24th day of April, 2009



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

## **AFFIDAVIT OF SERVICE**

### **Trustee's Notice of Sale Upon Occupant; Notice of Default and Election to Sale**

Case Number: \_\_\_\_\_

Beneficiary:

**EAGLE HOME MORTGAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

vs.

Grantor:

**WITHERS W. MONCURE**

Received by MALSTROM'S PROCESS SERVING CO. to be served on **ALL ADULT OCCUPANTS RESIDING AT: 505 NORTH 5TH STREET, KLAMATH FALLS, OR 97601.**

I, David Davis, being duly sworn, depose and say that on the **20th day of April, 2009 at 3:15 pm, I:**

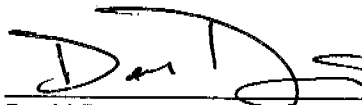
made service of the attached **Trustee's Notice of Sale Upon Occupant; Notice of Default and Election to Sale** upon the individuals and/or entities named below by delivering a copy of the aforementioned documents at the following address:

**ALL ADULT OCCUPANTS RESIDING AT: 505 NORTH 5TH STREET, KLAMATH FALLS, OR 97601**  
("Property Address") as follows:

I attempted personal service at the Property Address on **4/20/2009 at 3:15 pm** and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously on the front door pursuant to ORS 86.750(1)(b)(A)

I then discontinued attempting service as the premises were vacant.

I am a competent person over 18 years of age and a resident of the State of Oregon; I am not a party to nor an officer, director or employee of, nor attorney for any party. The entity served by me is the same entity named in the action.



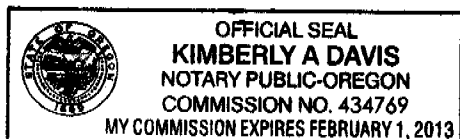
**David Davis**  
Process Server

Subscribed and Sworn to before me on the 21st day of April, 2009 by the affiant who is personally known to me.

  
NOTARY PUBLIC-OREGON

**MALSTROM'S PROCESS SERVING CO.**  
P.O. Box 2031  
Salem, OR 97308-2031  
(503) 585-0234

Our Job Serial Number: 2009002488  
Ref: 40014.515/Moncure  
Service Fee: \$75.00



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## AFFIDAVIT OF SERVICE

### Trustee's Notice of Sale Upon Occupant; Notice of Default and Election to Sale

Case Number: \_\_\_\_\_

Beneficiary:

**EAGLE HOME MORTGAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY**

vs.

Grantor:

**WITHERS W. MONCURE**

Received by MALSTROM'S PROCESS SERVING CO. to be served on **ALL ADULT OCCUPANTS RESIDING AT: 505 NORTH 5TH STREET, KLAMATH FALLS, OR 97601.**

I, David Davis, being duly sworn, depose and say that on the **20th day of April, 2009 at 3:15 pm, I:**

made service of the attached **Trustee's Notice of Sale Upon Occupant; Notice of Default and Election to Sale** upon the individuals and/or entities named below by delivering a copy of the aforementioned documents upon an OCCUPANT at the following address:

**505 NORTH 5TH STREET, KLAMATH FALLS, OR 97601** ("Property Address") as follows:

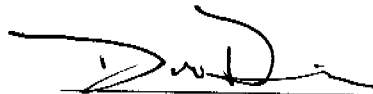
I attempted personal service at the Property Address on **4/20/2009 at 3:15 pm** and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously on the front door pursuant to ORS 86.750 (1) (b)

On **8/7/2009 at 7:45PM**, I returned to the Property Address and, again, received no answer from any occupant(s) at this address. At that time, I POSTED another true copy conspicuously on the front door pursuant to ORS 86.750 (a) (b) (B)

On **8/10/2009 at 9:10AM** I returned to the Property Address for the third time and Again received no answer from any occupant(s). At that time I POSTED another true copy conspicuously on the front door pursuant to ORS 86.750 (a) (b) (B)

On **8/11/2009** I mailed a copy of the Trustee's Notice of Sale Upon Occupant by First Class Mail, postage pre-paid, to "Occupant(s)", pursuant to ORS 86.750 (1) (a) (C). The envelope was addressed to: "Occupant(s)" at **505 NORTH 5TH STREET, KLAMATH FALLS, OR 97601**

I am a competent person over 18 years of age and a resident of the State of Oregon; I am not a party to nor an officer, director or employee of, nor attorney for any party. The entity served by me is the same entity named in the action.



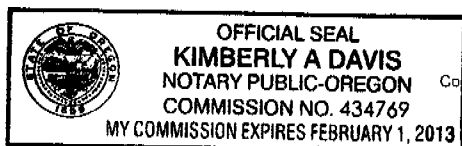
David Davis  
Process Server

Subscribed and Sworn to before me on the 11th day of August, 2009 by the affiant who is personally known to me.

  
NOTARY PUBLIC-OREGON

**MALSTROM'S PROCESS SERVING CO.**  
P.O. Box 2031  
Salem, OR 97308-2031  
(503) 585-0234

Our Job Serial Number: 2009002488  
Ref: 40014.515/Moncure  
Service Fee: \$125.00



**CERTIFIED TO BE A TRUE COPY**

Loan No. 311329  
Trustee No. 40014.515  
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 Withers W. Moncure, a married man, as Grantor, to Amerititle, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, LLC, a Delaware Limited Liability Company, as Beneficiary, dated August 30, 2007, and recorded on August 31, 2007, in the Mortgage records of Klamath County, Oregon, under File No. 2007-15470. 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 9, 2007, in the Mortgage records of Klamath County, Oregon under File No. 2007-017502. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

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Beginning at the most Westerly corner Lot 6, Block 43 of FIRST ADDITION to the City of Klamath Falls; thence Southerly along the Easterly line of Fifth Street, 50 feet; thence Easterly at right angles to Fifth Street, 52.1 feet; thence Northwesterly parallel with Fifth Street and along the lot lines of Lots 6 and 7 of said Block 43, 50 feet; thence Westerly along the Southerly line of the alley in said Block 43, 52.1 feet to the place of beginning, being the Northwesterly 50 feet of Lot 6 in said Block and Addition;

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

505 North 5th Street, Klamath Falls, Oregon 97601

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 \$1,130.32 due from  
October 1, 2008 through December 1, 2008: \$3,390.96

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Property Inspection Fee: \$12.00

Unapplied Funds to be Credited  
towards the Account: (\$24.44)

Sub-Total of Monthly Payments,  
Late Charges, and Advances in arrears: **\$8,168.28**

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 \$155,584.21, AS OF AUGUST 1, 2008, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 6.250% 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 **September 4, 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 15th day of April, 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~~

After Recording Return To:

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

Attention: Susan E. Shin

500 Galland Building

1221 Second Avenue

Seattle, WA 98101-2925

**Certified Article Number**

7160 3901 9848 4560 2364

**SENDERS RECORD**

---

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

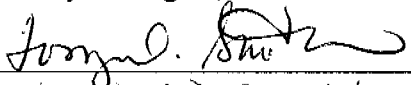
I, Susan E. Shin, being first duly sworn, state that I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, and over the age of eighteen (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Notice 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: 505 North 5th Street, Klamath Falls, Oregon 97601.

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 August 13, 2007. 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 13<sup>th</sup> day of August, 2009.

  
\_\_\_\_\_  
Name TONJA D. SMITH  
NOTARY PUBLIC in and for the State of  
Washington residing at KING CO.  
My appointment expires 3-22-12.



# HCMP

HILLIS  
CLARK  
MARTIN &  
PETERSON  
*law offices*

August 13, 2009

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

Occupants  
505 North 5th Street  
Klamath Falls, OR 97601

Re: *Trust Deed Foreclosure*  
*Beneficiary: Oregon Housing and Community Services Dept.*  
*Grantor: Withers W. Moncure*  
*Property Address:*  
*505 North 5th Street, Klamath Falls, Oregon 97601*  
***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 September 4, 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, 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.

If you are in possession of the property that may be purchased and entered into a lease with the current property owner before the date of the Notice of Foreclosure, you may have certain rights under the Helping Families Save Their Homes Act of 2009. Those rights may include a ninety-day notice to vacate the property.

You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.

August 13, 2009  
Page 2 of 2

Very truly yours,

A handwritten signature in black ink, appearing to be 'J. Romberg', with a long horizontal flourish extending to the right.

Joseph A. Romberg  
Successor Trustee

JAS:ses  
Enclosure

Cc: HomeStreet Bank  
ND: 40014.515 4849-6871-6548v1 8/13/2009

HCMP

# 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 # 11432

Notice of Sale/Withers W. Moncure

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:

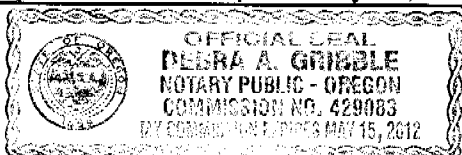
June 22, 29, August 5, 12, 2009

Total Cost: \$1,606.44

Subscribed and sworn by Jeanine P Day  
before me on: August 12, 2009

Notary Public of Oregon

My commission expires May 15, 2012



Loan No. 311329 Trustee No. 40014.515  
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, exe-  
cuted, and delivered by Withers W. Moncure, a married  
man, as Grantor, to Amerititle, as Trustee, to secure cer-  
tain obligations in favor of Eagle Home Mortgage, LLC, a  
Delaware Limited Liability Company, as Beneficiary, dat-  
ed August 30, 2007, and recorded on August 31, 2007, in the  
Mortgage records of Klamath County, Oregon, under File  
No. 2007-15470. The beneficial interest under said Trust  
Deed and the obligations secured thereby are presently  
held by Oregon Housing and Community Services Depart-  
ment, State of Oregon by assignment of deed of trust re-  
corded on October 9, 2007, in the Mortgage records of Klamath  
County, Oregon under File No. 2007-017502. Said  
Trust Deed encumbers the following described real prop-  
erty situated in said county and state, to-wit: The North-  
westerly 50 feet of Lot 6, Block 43 of FIRST ADDITION to  
the City of Klamath Falls, according to the official plat  
thereof on file in the office of the County Clerk of Klamath  
County, Oregon, more particularly as follows: Beginning  
at the most Westerly corner Lot 6, Block 43 of FIRST AD-  
DITION to the City of Klamath Falls; thence Southerly  
along the Easterly line of Fifth Street, 50 feet; thence  
Easterly at right angles to Fifth Street, 52.1 feet; thence  
Northwesterly parallel with Fifth Street and along the lot  
lines of Lots 6 and 7 of said Block 43, 50 feet; thence West-  
erly along the Southerly line of the alley in said Block 43,  
52.1 feet to the place of beginning, being the Northwesterly

(Continued in next column)

(Continued from previous column)

50 feet of Lot 6 in said Block and Addition; The street ad-  
dress or other common designation, if any, of the real  
property described above is purported to be: 505 North 5th  
Street, Klamath Falls, Oregon 97601. 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 de-  
fault for which foreclosure is made is grantor's failure to  
pay when due the following sums: 3 Monthly payments of  
\$1,130.32 due from October 1, 2008 through December 1,  
2008: \$3,390.96 3 Late Charges of \$45.21, due on each pay-  
ment not paid within 15 days of its due date, for monthly  
payments due on October 1, 2008, through December 1,  
2008: \$135.36 4 Monthly payments of \$1,129.64 due from  
January 1, 2009, through April 1, 2009: \$4,518.56 3 Late  
Charges of \$45.19, due on each payment not paid within 15  
days of its due date, for monthly payments due on Janu-  
ary 1, 2009 through March 1, 2009: \$135.57 Advances by  
Lender: Property Inspection Fee: \$12.00 Unapplied Funds  
to be Credited towards the Account: (\$24.44) Sub-Total of  
Monthly Payments, Late Charges, and Advances in ar-  
rears: \$9,168.28

ALSO, if you have failed to pay taxes on the property, pro-  
vide 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 rein-  
state 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 insur-  
ance premiums. These requirements for reinstatement  
should be confirmed by contacting the undersigned Trust-  
ee.

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 follow-  
ing: UNPAID PRINCIPAL BALANCE OF \$155,384.21; AS  
OF AUGUST 1, 2008, PLUS, FROM THAT DATE UNTIL  
PAID, ACCRUED AND ACCRUING INTEREST AT THE  
RATE OF 6.250% 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 September 4, 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 15th day of April, 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

#11432 July 22, 29, August 5, 12, 2009.