2009-013402 Klamath County, Oregon



Recording Requested By: Aspen Title & Escrow, Inc. 525 Main Street Klamath Falls, OR 97601

10/14/2009 11:47:15 AM

Fee; \$102.00

When Recorded Return To:

Aspen Title & Escrow, Inc. 525 Main Street Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

ATC 817

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT:

Affidavit of Mailing /Copy of Trustees Notice of Sale

Affidavit of Service/Posting

Affidavit of Publication

Affidavit of Compliance

ORIGINAL GRANTOR ON TRUST DEED:

Annette S. Biles

ORIGINAL BENEFICIARY ON TRUST DEED:

Fieldstone Mortgage Company Corporation

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS CONTAINED IN THE COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF

K 102

WHEN RECORDED MAIL TO: Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

T.S. NO.:

OR-09-286530-SH

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF	California	}	SS
COUNTY OF	F San Diego	}	

I, David Fry , being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original or copy of notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of sale of the real property described in the attached Notice of Sale and provided the notice required under Section 20, Chapter 19, Oregon Law 2008, mailing a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS

CERTIFIED NO.

SEE ATTACHED

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

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor and successor in interest, if any"

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Lisa Appelgate, for LSI TITLE COMPANY OF OREGON, LLC, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail, San Diego, California, on 6/29/2009. Each of said notices was mailed after the notice of default and election to sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

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

STATE OF California SS COUNTY OF San Diego

On <u>Javid</u> before me <u>Bonnie J. Dawson</u>, the undersigned, A Notary Public personally appeared <u>David</u> Fry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS may hand and official seal.

Signature

Bonnie'J. Dawson

BONNIE J. DAWSON
Commission # 1628086
Notary Public - California
San Diego County
My Comm. Expires Jan 6, 2010

3030-00

RECORDING COVER SHEET FOR NOTICE OF SALE PROOF

OF COMPLIANCE, PER ORS 205.234

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

AFFIDAVIT OF MAILING NOTICE OF SALE

AFFIDAVIT OF PUBLICATION

PROOF OF SERVICE

ORIGINAL GRANTOR: ANNETTE S. BILES

BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

T.S. #: OR-09-286530-SH

Loan #: 91023549

AFFIDAVIT OF MAILING

Date:

6/29/2009

T.S. No.:

OR-09-286530-SH

Loan No.:

91023549

Mailing:

Notice of Sale

STATE OF California }
COUNTY OF San Diego }

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; and that on 6/29/2009, (s)he personally mailed the Notice of Sale, of which the annexed is a true copy, by causing to be deposited in the United States Mail a copy of such Notice of Sale in a sealed envelope, certified or registered mail and first class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

I declare under penalty of perjury that the foregoing is true and correct.

Affiant David Fry

Occupant 8550 KERNS SWAMP RD KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594138057497

ANNETTE S. BILES 313 Main St W Hazen, ND 585454912 First Class and Cert. No. 71039628594138057558

ANNETTE S. BILES 8550 KERNS SWAMP RD KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594138057640

ANNETTE BILES
313 Main St W
Hazen, ND 585454912
First Class and Cert. No. 71039628594138057732

ANNETTE S. BILES 8550 KERNS SWAMP RD KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594138057831

ANNETTE S. BILES 313 Main St W Hazen, ND 585454912 First Class and Cert. No. 71039628594138057909 FIELDSTONE MORTGAGE COMPANY 11000 BROKEN LAND PKWY, #600 COLUMBIA, MD 21044 First Class and Cert. No. 71039628594138057992

FIELDSTONE MORTGAGE COMPANY C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026 First Class and Cert. No. 71039628594138058074

FIELDSTONE MORTGAGE COMPANY 11000 BROKEN LAND PKWY STE 900 COLUMBIA, MD 21044 First Class and Cert. No. 71039628594138058159

FIELDSTONE MORTGAGE COMPANY C/O CORPORATION SERVICE COMPANY 285 LIBERTY ST NE SALEM, OR 97301 First Class and Cert. No. 71039628594138058234

JEANETTE L. HARRINGTON 8550 KERNS SWAMP RD KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594138058326

JEANETTE L. HARRINGTON 1807 RIVERSIDE DR. KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594138058401

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026 Electronic notice pursuit to agreement

ANNETTE S. BILES 8550 KERNS SWAMP RD KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594138058500

ANNETTE S. BILES
P.O. BOX 623
HAZEN, ND 58545
First Class and Cert. No. 71039628594138058593

TRUSTEE'S NOTICE OF SALE

Loan No: 91023549

T.S. No.: OR-09-286530-SH

Reference is made to that certain deed made by, ANNETTE S. BILES, AS HER SOLE AND SEPARATE PROPERTY as Grantor to KATRINA E. GLOGOWSKI, OSB#03538, MCARTHY & HOLTHUS, LLP, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIELDSTONE MORTGAGE COMPANY CORPORATION, as Beneficiary, dated 8/25/2006, recorded 8/30/2006, in official records of KLAMATH County, Oregon in book/reel/volume No. XXX at page No. XXX fee/file/instrument/microfile/reception No 2006-017524, covering the following described real property situated in said County and State, to-wit:

APN: R498483

LEGAL DESCRIPTION ATTACHED AS EXHIBIT A

Commonly known as: 8550 KERNS SWAMP RD KLAMATH FALLS, OR 97601

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's:

The installments of principal and interest which became due on 2/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Monthly Payment \$2,136.11

Monthly Late Charge \$106.81

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$285,524.83 together with interest thereon at the rate of 8.6250 per annum from 1/1/2009 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that LSI TITLE COMPANY OF OREGON, LLC, the undersigned trustee will on 10/26/2009 at the hour of 10:00:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statues, at ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN ST, IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, OR 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

For Sale Information Call: 714-730-2727 or Login to: www.fidelityasap.com

Loan No: 91023549

T.S. No.: OR-09-286530-SH

TRUSTEE'S NOTICE OF SALE

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and 'beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service. If there are any irregularities are discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

Dated: 6/29/2009

LSI TITLE COMPANY OF OREGON, LLC, as trustee By: Quality Loan Service Corp. of Washington, as agent Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 OR-09-286530-SH

,

Signature By

Lisa Appelgate, Assistant Secretary

For Non-Sale Information:

Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711

Fax: 619-645-7716

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

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

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Exhibit A

A parcel of land lying within the bounds of that tract of property recorded in Volume 222, page 301, Deed records of Klamath County, Oregon, described therein as being a portion of the Southeast 1/4 of the Southeast 1/4 of Section 28, Township 39 South, Range 8 East of the Willamette Meridian, said parcel of land being more particularly described as follows:

Beginning at the Northwest corner of above said tract of real property, which corner is described as bearing East along the Section line 2074.11 feet, and North 25°22' West 761.0 feet from the Section quarter corner of said Section 28 and which corner is also described as being on the Southerly right of way boundary of the Klamath Falls - Ashland Highway; thence North 67°02-1/2' East along said right of way boundary 418.00 feet to the common boundary of those tracts of land recorded in Microfilm M67, page 3540 and 6497 of Deed Records of Klamath County, Oregon; thence South 25°22'East along said common boundary 275.21 feet to the Southwesterly corner of that tract of land recorded in M67 at page 6497, Deed records aforesaid, which corner is the true point of beginning of this description; thence continuing South 25°22' East along the East boundary of that tract of land recorded in M67, page 3540 of Deed Records a distance of 514.89 feet, more or less, to a 1/2 inch iron pipe on the Northerly right of way boundary of Weyerhauser Road; thence North 55°41' East along the same 200 feet to the Westerly right of way line of the existing county road; thence North parallel to the Section line along the Westerly line of the County Road a distance of 40 feet, more or less, to a point; thence North 35°13' West along same 400 feet, more or less, to the Southeast corner of that tract of land recorded in M67, page 6497, Deed Records aforesaid; thence South 47°20' West along the South boundary of said tract 190.64 feet to the true point of beginning.

CODE: 020 MAP: 3908-028D0 TL: 00200 KEY: 498483

OR09286530SH/BILES · ASAP# 3169361

QLOAN

AFFIDAVIT OF POSTING

STATE OF OREGON County of Klamath

SS.

I, Jake Doolin, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale and Section 2924.8 Civil Code Notice upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

8550 Kerns Swamp Road Klamath Falls, OR 97601

As follows:

On 07/02/2009 at 1:14 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 07/04/2009 at 2:00 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

On 07/07/2009 at 3:00 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME this 13th day of July, 2009 by

Jake Doolin.

Notary Public for Oregon

Jake Doolin

Nationwide Process Service, Inc.

420 Century Tower 1201 SW 12th Avenue

Portland, OR 97205

(503) 241-0636

OFFICIAL SEAL MARGARET A NIELSEN NOTARY PUBLIC-OREGON COMMISSION NO. 426779 MY COMMISSION EXPIRES APRIL 12, 2012

AFFIDAVIT OF MAILING

STATE OF OREGON County of Multnomah

SS.

I, Sarah Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On July 13, 2009, I mailed a copy of the Trustee's Notice of Sale and Section 2924.8 Civil Code Notice, by First Class Mail, postage pre—paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT 8550 Kerns Swamp Road Klamath Falls, OR 97601

This mailing completes service upon an occupant at the above address with an effective date of $\underline{07/02/2009}$ as calculated pursuant to ORS 86.750 (1)(c).

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME

OFFICIAL SEAL
LISA ANN PAOLO
NOTARY PUBLIC - OREGON
COMMISSION NO. 435482
MY COMMISSION EXPIRES JANUARY 6, 2013

this 13th day of July, 2009 by Sarah Ruth Tasko.

Notary Public for Oregon

Sarah Ruth Tasko

Nationwide Process Service, Inc.

420 Century Tower 1201 SW 12th Avenue Portland, OR 97205

(503) 241–0636

200406

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 # 11413
Notice of Sale/Annette S. Biles

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:

July 15, 22, 29, August 5, 2009

Total-Cost:

\$1,656.31

Subscribed and sworn by Jeanine P Day before me on: August 5, 2009

Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE Loan No: 91023549 T.S. No.: OR-09-286530-SH Loan No: 91023549 T.S. No.: OR-09-286530-SH
Reference is made to that certain deed made by, ANNETTE S. BILES, AS HER SOLE AND SEPARATE
PROPERTY as Grantor to KATRINA E. GLOGOWSKI,
OSB#03538, MCARTHY & HOLTHUS, LLP, as trustee, in
favor of MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., AS NOMINEE FOR FIELDSTONE
MORTGAGE COMPANY CORPORATION, as Beneficiary,
dated 8/25/2006, recorded 8/30/2006, in official records of KLAMATH County, Oregon in book/reel/volume No. XXX at page No. XXX fee/file/instrument/microfile/reception at page No. XXX fee/file/instrument/microfile/reception No 2006-017524, covering the following described real property situated in said County and State; to-wit: APN: R498483 A parcel of land lying within the bounds of that tract of property recorded in Volume 222, page 301, Deed records of Klamath County, Oregon, described therein as being a portion of the Southeast 1/4 of the Southeast 1/4 of Southeast 1/4 of the Southeast 1/4 of the Millamette Meridian, said parcel of land being more particularly described as follows: Beginning at the Northwest corner of above said tract of real property, which corner is described as bearing East along the Section line 2074.11 feet, and North 25°22' West 761.0 feet from the Section quarter corner of said Section 28 and which comer is also quarter corner of said Section 28 and which comer is also described as being on the Southerly right of way boundary of the Klamath Falls - Ashland Highway; thence North 67°02-1/2! East along said right of way boundary 418.00 feet to the common boundary of those tracts of land re-corded in Microfilm M67, page 3540 and 6497 of Deed Records of Klamath County, Oregon; thence South 25°22' East along said common boundary 275.21 feet to the Southwesterly corner of that tract of land recorded in M67 at page 6497, Deed records aforesaid, which corner is the true point of beginning of this description; thence continuing South 25°22' East along the East boundary of that tract of land recorded in M67, page 3540 of Deed Records a distance of 514.89 feet, more or less, to a 1/2 inch iron pipe on the Northerly right of way boundary of Weyerhauser Road; thence North 55°41' East along the same 200 feet to the Westerly right of way line of the existing county road; thence North parallel to the Section line along the Westerly line of the County Road a distance of 40 feet, more or less, to a point; thence North 35°13' West along same 400 feet, more or less, to the Southeast corner of that tract of land recorded in M67, page 6497, Deed Records aforesaid; thence South 47°20' West along the South boundary of said tract 190.64 feet to the true point of beginning. CODE: 020 MAP: 3908-028D0 TL: 00200 KEY: 498483 Commonly known as: 8550 KERNS SWAMP RD, KLAMATH FALLS, OR 97601.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's: The installments of principal and interest which became due on 2/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs, arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$2,136.11 Monthly Late Charge \$106.81. By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$285,524.83 together with interest thereon at the rate of 8.6250 per annum from 1/1/2009 until pald; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

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 # 11413
Notice of Sale/Annette S. Biles

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:

July 15, 22, 29, August 5, 2009

Tota\Cost: \$1,656.31

Subscribed and sworn by beanine P Day before me on: August 5, 2009

Notary Public of Oregon

My commission expires May 15, 2012



Whereof, notice hereby is given that LSI TITLE COMPANY OF OREGON, LLC, the undersigned trustee will on 10/26/2009 at the hour of 10:00:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statues, at ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN ST, IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, State COUNTY OF KLAMATH OF COUNTY OF COUNTY OF KLAMATH OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF COUNTY OF 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred) together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-730-2727 or Login to: www.fidelityasap.com In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and 'beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service. If there are any irregularities are discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buver's money and take further action as necessary. If the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. Dated: 6/29/2009. LS TITLE COMPANY OF OREGON, LLC, as trustee By: Quality Loan Service Corp. of Washington, as agent Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 OR-09-286530-SH Signature By: Lisa Appelgate, Assistant Secretary For Non-Sale Information, Quality Line Committee Corp. formation: Quality Loan Service Corp. of Washington 2141
formation: Quality Loan Service Corp. of Washington 2141
5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-6457716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this lean in which case this letter is intended to exercise the note holder's rights against the real property only. THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. As required by law, you are hereby hotified that a negative credit report reflecting on your credit record may be submitted to a credit report agency. credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. ASAP# 3169361 07/15/2009, 07/22/2009, 07/29/2009, ASAP# 3169361 08/05/2009 #11413 July 15, 22, 29, August 5, 2009.