

2009-015421

Klamath County, Oregon



00076376200900154210100108

12/07/2009 03:05:51 PM

Fee: \$92.00

4228407-02
**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.

1st 1455619

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: RICHARD D. SIRAGUSA, KIMBERLY L. SIRAGUSA

BENEFICIARY: FIRST HORIZON HOME LOANS, a division of FIRST TENNESSEE
BANK NATIONAL ASSOCIATION.

T.S. #: OR-09-306041-SH

Loan #: 0054310131

F92-

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

T.S. NO.: OR-09-306041-SH

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF California } SS
COUNTY OF San Diego }

I, **David Fry** *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 **FIRST AMERICAN TITLE INSURANCE COMPANY**, 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 **8/20/2009**. 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 **12-2-09** before me **Michelle Nguyen**, the undersigned, A Notary Public personally appeared **David 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 my hand and official seal.

Signature

Michelle Nguyen
Michelle Nguyen



12/21

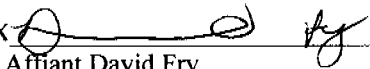
AFFIDAVIT OF MAILING

Date: **8/20/2009**
T.S. No.: **OR-09-306041-SH**
Loan No.: **0054310131**
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 **8/20/2009**, (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.

X  _____
Affiant David Fry

Occupant
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069157

KLAMATH COUNTY TAX COLLECTOR
305 MAIN STREET, ROOM 121
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594143069195

KLAMATH COUNTY TAX COLLECTOR
PO BOX 340
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594143069232

RICHARD D SIRAGUSA
LOT 18 ELK HAVEN
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069263

RICHARD D SIRAGUSA
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97733
First Class and Cert. No. 71039628594143069300

RICHARD D SIRAGUSA
PO BOX 25
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069324

THE DIAMOND SUMMIT AT LEISURE WOODS II HOMEOWNERS ASSOCIATION, INC.
ATTN: TIM DUY
818 MARTIN ST
EUGENE, OR 97405
First Class and Cert. No. 71039628594143069355

KIMBERLY L SIRAGUSA
LOT 18 ELK HAVEN
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069379

KIMBERLY L SIRAGUSA
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97733
First Class and Cert. No. 71039628594143069393

KIMBERLY L SIRAGUSA
19634 ROYCE MOUNTAIN WAY
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069416

KIMBERLY L SIRAGUSA
PO BOX 25
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069423

STATE OF OREGON, DEPARTMENT OF JUSTICE
ATTN: ATTORNEY GENERAL
1162 COURT ST NE
SALEM, OR 97301-4096
First Class and Cert. No. 71039628594143069447

RICHARD D. SIRAGUSA
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069461

RICHARD D. SIRAGUSA
PO BOX 1025
CRESCENT, OR 97733
First Class and Cert. No. 71039628594143069508

KIMBERLY L. SIRAGUSA
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069560

KIMBERLY L. SIRAGUSA
PO BOX 1025
CRESCENT, OR 97733
First Class and Cert. No. 71039628594143069607

KIMBERLY SIRAGUSA

PO BOX 1025
CRESCENT, OR 977331025
First Class and Cert. No. 71039628594143069652

RICHARD SIRAGUSA
PO BOX 1025
CRESCENT, OR 977331025
First Class and Cert. No. 71039628594143069690

RICHARD D SIRAGUSA
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069744

RICHARD D SIRAGUSA
PO BOX 1025
CRESCENT, OR 97733
First Class and Cert. No. 71039628594143069799

KIMBERLY L SIRAGUSA
141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97425
First Class and Cert. No. 71039628594143069843

KIMBERLY L SIRAGUSA
PO BOX 1025
CRESCENT, OR 97733
First Class and Cert. No. 71039628594143069881

TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-09-306041-SH**

Reference is made to that certain deed made by, **RICHARD D SIRAGUSA & KIMBERLY L SIRAGUSA** as Grantor to **ASPEN TITLE & ESCROW**, as trustee, in favor of **FIRST HORIZON HOME LOAN CORPORATION**, as Beneficiary, dated **7/19/2005**, recorded **7/27/2005**, in official records of **KLAMATH** County, Oregon in book/reel/volume No. **M05** at page No. **58211-34** fee/file/instrument/microfile/reception No **xxx** and **loan modification dated 10/11/2006 and recorded on 10/19/2006 as Instrument Number 2006-021027**, in Book , Page , covering the following described real property situated in said County and State, to-wit:

APN: R728840

LOT 18, BLOCK 2, TRACT NO. 1119, LEISURE WOODS, UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as:

**141860 ELK HAVEN WAY
CRESCENT LAKE, OR 97425**

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 5/1/2009, 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 **\$4,088.07**

Monthly Late Charge **\$170.86**

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 **\$546,741.61** together with interest thereon at the rate of **7.5000** per annum from **4/1/2009** 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 **FIRST AMERICAN TITLE INSURANCE COMPANY**, the undersigned trustee will on **12/21/2009** at the hour of **10:00:00 AM** , Standard of Time, as established by section 187.110, Oregon Revised Statutes, at **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, 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: 714-573-1965 or Login to: www.priorityposting.com

Loan No: 0054310131
T.S. No.: OR-09-306041-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.

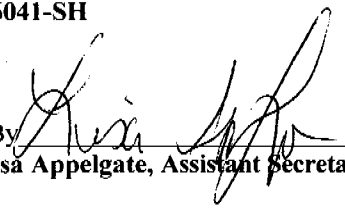
Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as 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: 8/20/2009

FIRST AMERICAN TITLE INSURANCE COMPANY, 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-09-306041-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.

PROOF OF SERVICE
JEFFERSON STATE ADJUSTERS

613360
OR 09 - 306041-SH

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 **Occ of 141860 Elk Haven Way. Crescent Lake, OR. 97425**

☐ **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:	August 31, 2009	1:00 PM	Posted
2 nd Attempt:	September 2, 2009	4:00 PM	Posted
3 rd Attempt:	September 4, 2009	4:15 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 September 8, 2009, 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

Chelsee Meach

141860 Elk Haven Way. Crescent Lake, OR. 97425

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.

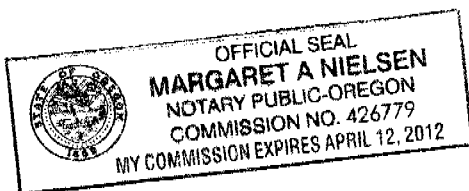
August 31, 2009 1:00 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By:

A Thompson

Subscribed and sworn to before on this __ day of September, 2009.



Margaret A. Nielsen
Notary Public for Oregon

12/21

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 # 11564

Notice of Sale/Richard D & Kimberly L Siragusa

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

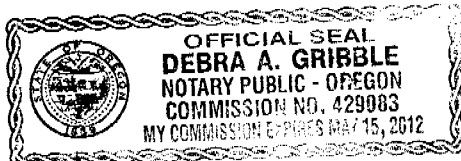
Insertion(s) in the following issues:

September 2, 9, 16, 23, 2009

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: September 23, 2009

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE T.S. No.: OR-09-306041-SH

Reference is made to that certain deed made by RICHARD D SIRAGUSA & KIMBERLY L SIRAGUSA as Grantor to ASPEN TITLE & ESCROW, as Trustee, in favor of FIRST HORIZON HOME LOAN CORPORATION, as Beneficiary, dated 7/19/2005, recorded 07/27/2005, in official records of Klamath County, Oregon, in book/reel/volume No. M05, at page No. 58211-34 fee/file/instrument/microfile/reception No. xxx and loan modification dated 10/11/2006 and recorded on 10/19/2006 as Instrument Number 2006-021027, in Book, Page, covering the following described real property situated in said County and State, to wit: APN: R728840 LOT 18, BLOCK 2, TRACT NO. 1119, LEISURE WOODS, UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 141860 ELK HAVEN WAY, CRESCENT LAKE, OR 97625.

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 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 5/1/2009; 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 is 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 a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$4,088.07 Monthly Late Charge \$170.86.

By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$548,741.61 together with interest thereon at the rate of 7.5000 per annum from 4/1/2009 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, FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned trustee will, on 12/21/2009, at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, 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 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: 714-573-1965 or Login to www.priorityposting.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 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 FIRST AMERICAN TITLE INSURANCE COMPANY. 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.

NOTICE TO TENANTS If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale. If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out. To be entitled to either a 30-day or 60-day notice, you must give the Trustee of the Deed of Trust written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the Trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is 11/21/2009 the name of the Trustee and the Trustee's mailing address is set forth on this Notice of Sale below. Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law. You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your Landlord in writing and in advance that you intend to do so. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included below with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included below with this notice. Oregon State Bar (503) 684-3763; (800) 452-7636 Legal assistance: www.lawhelp.org/or/index.cfm
Dated: 8/26/2009.

FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee 3 FIRST AMERICAN WAY SANTA ANA, CA 92707
Signature By: Lisa Appelgate, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for FIRST AMERICAN TITLE INSURANCE COMPANY 2141 5th Avenue San Diego, CA 92101 619-645-7711 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.
P613360 9/2, 9/9, 9/16, 09/23/2009
#11564 September 2, 9, 16, 23, 2009.