

2010-002697

Klamath County, Oregon



00080541201000026970160168

02/26/2010 02:38:47 PM

Fee: \$122.00

**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.

ATE 67257

**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: MICHAEL W. TRUE, KAREN E. DAVENPORT**

**BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.**

**T.S. #: OR-09-321293-SH**

**Loan #: 0120081260**

ATEA122

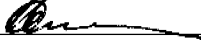
WHEN RECORDED MAIL TO:  
**Quality Loan Service Corp.**  
**2141 5th Avenue**  
**San Diego, CA 92101**

T.S. NO.: **OR-09-321293-SH**

(Above Space is for Recorder's Use)

**AFFIDAVIT OF MAILING NOTICE OF SALE**

STATE OF **California** } SS  
COUNTY OF **San Diego** }

I, **Hue Banh** , 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.

Notice of sale of the real property described in the attached Notice of Sale was provided as required under Section 20, Chapter 19, Oregon Law 2008, by the mailing of 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 **Brooke Frank**, 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 **10/26/2009**. 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 **2-23-10** before me **Michelle Nguyen**, the undersigned, A Notary Public personally appeared **Hue Banh** 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**



**AFFIDAVIT OF MAILING**

Date: **10/26/2009**  
T.S. No.: **OR-09-321293-SH**  
Loan No.: **0120081260**  
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 **10/26/2009**, (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 Hue Banh

Occupant  
1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130074

KAREN E DAVENPORT  
1419 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130111

MICHAEL W TRUE  
1421 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130166

KAREN E DAVENPORT  
1421 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130210

MICHAEL W TRUE  
1419 OREGON ARE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130272

KAREN E DAVENPORT  
1419 & 1421 OREGON AVENUE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130326

MICHAEL W TRUE  
1419 & 1421 OREGON AVENUE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130364

AMERICAN HOME MORTGAGE C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, IC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
Electronic notice pursuant to agreement

AMERICAN HOME MORTGAGE  
538 BROADHOLLOW RD  
MELVILLE, NY 11747  
First Class and Cert. No. 71039628594148130401

AMERICAN HOME MORTGAGE  
520 BROADHOLLOW ROAD  
MELVILLE, NY 11747  
First Class and Cert. No. 71039628594148130449

AMERICAN HOME MORTGAGE  
C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
First Class and Cert. No. 71039628594148130463

AMERICAN HOME MORTGAGE  
538 BROADHOLLOW RD  
MELVILLE, NY 11747  
First Class and Cert. No. 71039628594148130494

AMERICAN HOME MORTGAGE  
C/O ALAN HORN  
538 BROADHOLLOW RD  
MELVILLE, NY 11747  
First Class and Cert. No. 71039628594148130524

KAREN E. DAVENPORT  
1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130548

KAREN E. DAVENPORT  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148130579

KAREN E. DAVENPORT  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148130609

KAREN E. DAVENPORT

1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130647

KAREN E DAVENPORT  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148130692

KAREN E. DAVENPORT  
1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130722

KAREN E. DAVENPORT  
1419 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130777

KAREN E. DAVENPORT  
1421 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130821

KAREN E. DAVENPORT  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148130852

KAREN E. DAVENPORT  
1420 LOOKOUT AVE.  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130890

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

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

MICHAEL W. TRUE  
1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148130951

MICHAEL W. TRUE  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148130982

MICHAEL W. TRUE  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148131033

MICHAEL W. TRUE  
1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148131088

MICHAEL W TRUE  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148131101

MICHAEL W. TRUE  
1419-21 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148131163

MICHAEL W. TRUE  
1419 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148131187

MICHAEL W. TRUE  
1421 OREGON AVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148131200

MICHAEL W. TRUE  
15860 KINGS CREEK RD  
BOULDER CREEK, CA 95006  
First Class and Cert. No. 71039628594148131217

MICHAEL W. TRUE  
1420 LOOKOUT AVE.  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594148131231

## TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-09-321293-SH**

Reference is made to that certain deed made by, **MICHAEL W. TRUE , KAREN E. DAVENPORT , HUSBAND AND WIFE AS JOINT TENANTS** as Grantor to **AMERITITLE**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR AMERICAN HOME MORTGAGE A CORPORATION**, as Beneficiary, dated **3/5/2006**, recorded **3/7/2006**, in official records of **KLAMATH** County, Oregon in book/reel/volume No. xxx at page No. xxx fee/file/instrument/microfile/reception No **M06-04191**, covering the following described real property situated in said County and State, to-wit:

**APN: R-3809-029CA-08100-000 R-3809-029CA-08100-000**

**LOT 4 IN BLOCK 11 OF FAIRVIEW ADDITION NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as:

**1419-21 OREGON AVE**

**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 7/1/2009, 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 **\$632.82**

Monthly Late Charge **\$31.64**

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 **\$85,141.45** together with interest thereon at the rate of **6.2500** per annum from **6/1/2009** 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 **3/3/2010** 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](http://www.priorityposting.com)**

Loan No: 0120081260  
T.S. No.: OR-09-321293-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 LSI TITLE COMPANY OF OREGON, LLC. 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.

## **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 2/1/2010 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](http://www.lawhelp.org/or/index.cfm)**

**Dated: 10/26/2009**

**LSI TITLE COMPANY OF OREGON, LLC, as trustee  
3220 El Camino Real  
Irvine, CA 92602**

Signature By 

**Brooke Frank, Assistant Secretary  
Quality Loan Service Corp. of Washington as agent for  
LSI TITLE COMPANY OF OREGON, LLC  
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.**

## **AFFIDAVIT OF COMPLIANCE WITH OREGON SB 628 (2009)**

**Original Loan Amount:** \$88,800.00

**Borrower Name(s):** MICHAEL W. TRUE, KAREN E. DAVENPORT

**Property Address:** 1419-21 OREGON AVE

KLAMATH FALLS, OR 97601

OR-09-321293-SH

The undersigned is an employee of the beneficiary of the trust deed securing the above-referenced loan or of its authorized agent, at least 18 years of age and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and avers, under the penalty of perjury, that the following selected paragraph(s) is/are true and correct (select all that apply):

- ☒ **No Request for Meeting or Loan Modification Received.** No request for a meeting or loan modification was received from borrower.
- ☐ **Meeting Requested But Borrower Unavailable to Schedule Meeting.** Borrower requested a meeting within 30 days of the date the Trustee signed the notice required by Section 20, chapter 19, Oregon Laws 2008 ( Law ) and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent attempted to contact the borrower by the methods contemplated by Law within 45 days of receiving the loan modification request. Borrower did not respond within 7 days of attempted contact. Accordingly, no meeting was required and no meeting occurred.
- ☐ **Meeting Occurred.** Borrower requested a meeting by telephone or in person within 30 days of the date the trustee signed the notice required by Law and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent contacted Borrower by the methods allowed by law to schedule a meeting. A meeting was scheduled and took place between borrower and a representative of the beneficiary or beneficiary s agent -- authorized to modify the loan or able to obtain authority to modify the loan prior to the beneficiary determining whether or not to grant borrower s request for a loan modification.
- ☐ **Loan Modification Requested. Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information provided by borrower, the beneficiary or beneficiary s agent determined that borrower is ineligible for a loan modification. Within 45 days of the beneficiary s receipt of borrower s Loan Modification Request Form, the beneficiary or beneficiary s authorized agent notified borrower that borrower is ineligible for a loan modification.
- ☐ **Loan Modification Requested. After Evaluation, Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary s receipt of borrower s Loan Modification Request Form, the beneficiary or beneficiary s authorized agent notified borrower that borrower s request for a loan modification was denied.

[ ] **Loan Modification Requested. Borrower Approved for a Modification but Subsequently Defaulted.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was approved. Borrower subsequently failed to return the executed modification agreement, required down payment, or failed to timely make the payment(s) under the terms of the agreement.

[ ] **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt, but borrower, despite one or more additional requests from beneficiary or its agent, failed to provide sufficient information to enable beneficiary to determine in good faith whether borrower is eligible for a loan modification. Accordingly, within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.

[ ] **Loan Modification Requested. Information Provided by Borrower. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. Within 45 days of receipt of the Loan Modification the beneficiary, or its authorized agent, requested that the borrower(s) submit additional financial information. The requested financial information was received and within 45 days of its receipt a good faith review of the information was completed. Within 45 days of the beneficiary's receipt of the requested financial information the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.

[ ] **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. Within 45 days of receipt of the Loan Modification the beneficiary, or its authorized agent, requested that the borrower(s) submit additional financial information. Despite the request for financial information from the borrower no financial information was received by the beneficiary or its authorized agent. Accordingly, within 45 days from the date that the requested financial information would have been due (30 days from request for the financial information) the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.

[ ] Other (Specify):

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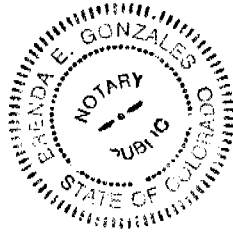
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DATED: December 22, 2009

By Ivet Oneth  
Typed Name: Ivet Oneth  
Title: Foreclosure Supervisor

State of Colorado )  
 ) ss.  
County of Douglas )

This instrument was acknowledged before me on December 22, 2009, by Ivet Oneth as  
**Foreclosure Representative** of Aurora Loan Services, LLC.



Brenda E. Gonzales  
Notary signature: Brenda E. Gonzales  
My commission expires: 09.11.2013

OR-09-321293-SX

# 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 # 11748

Trustee's Notice of Sale

True / Davenport

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

Four

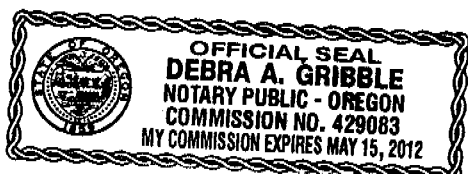
Insertion(s) in the following issues:

November 4, 11, 18, 25, 2009.

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day  
before me on: December 2, 2009

*Debra A Gribble*  
Notary Public of Oregon

My commission expires May 15, 2012



### TRUSTEE'S NOTICE OF SALE T.S. No.: OR-09-321293-SH

Reference is made to that certain deed made by Michael W. True, Karen E. Davenport, husband and wife as joint tenants as Grantor to Amerititle, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as Nominee for American Home Mortgage A Corporation, as Beneficiary, dated 3/5/2006, recorded 03/07/2006, in official records of Klamath County, Oregon, in book/reel/volume No. xxx, at page No. xxx fee/file/instrument/microfile/reception No. M06-04191 covering the following described real property situated in said County and State, to wit: APN: R-3809-029CA-08100-000 R-3809-029CA-08100-000 Lot 4 in Block 11 of Fairview Addition No. 2, According to the official plat thereof, on file in the office of the county clerk of Klamath County, Oregon commonly known as: 1416 2<sup>nd</sup> OREGON AVE 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 a notice has been recorded pursuant to Sec-

tion 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 7/1/2009, 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 \$632.82 Monthly Late Charge \$31.64 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 \$85,141.45 together with interest thereon at the rate of 6.2500 per annum from 6/1/2009 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 3/3/2010, at the hour of 10:00 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 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: 714-573-1986 or Login to [www.oregonposting.com](http://www.oregonposting.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 LSI Title Company of Oregon, LLC. 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 2/1/2010 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) 452-7638. Legal assistance: [www.osbar.org/index.cfm](http://www.osbar.org/index.cfm) Dated: 10/26/2009 LSI Title Company of Oregon, LLC, as Trustee 3220 El Camino Real Irvine, CA 92612 Signature By: Brooke Frank, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for LSI Title Company of Oregon, LLC 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. P632631 11/4, 11/11, 11/18, 11/25/2009 #11748 November 4, 11, 18, 25, 2009.

632631

OR-09-321293-SX

#1

**PROOF OF SERVICE  
JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon  
COUNTY OF: Klamath

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

FOR THE WITHIN NAMED: Occupants of **1419 Oregon Ave. Klamath Falls, OR 97601**

☐ **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 <sup>st</sup> Attempt:	October 28, 2009	8:51 AM	Posted
2 <sup>nd</sup> Attempt:	October 31, 2009	8:41 AM	Posted
3 <sup>rd</sup> Attempt:	November 02, 2009	10:38 AM	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 **November 5, 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

*Chelsa meek*

**1419 Oregon Ave. Klamath Falls, OR 97601  
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.

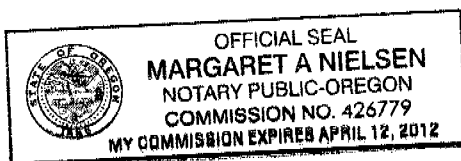
October 28, 2009      8:51 AM  
**DATE OF SERVICE      TIME OF SERVICE**  
☐ or non occupancy

By:

*[Signature]*  
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 5<sup>th</sup> day of November, 2009.

*Margaret A. Nielsen*  
Notary Public for Oregon



03/03

632631  
OR-09-321293-54  
(112)

**PROOF OF SERVICE  
JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon  
COUNTY OF: Klamath

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

FOR THE WITHIN NAMED: Occupants of 1421 Oregon Ave. Klamath Falls, OR 97601

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

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

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

1<sup>st</sup> Attempt:

2<sup>nd</sup> Attempt:

3<sup>rd</sup> Attempt:

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

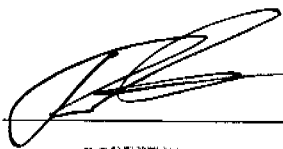
☒ **SUBSTITUTE SERVICE MAILER:** That on the day of November 5, 2009, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed Chelsea Meach

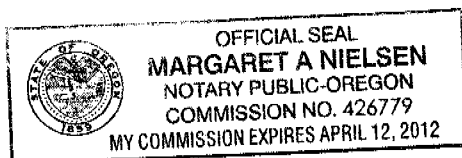
**1421 Oregon Ave. Klamath Falls, OR 97601  
ADDRESS OF SERVICE**

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.

October 28, 2009      8:52 AM  
**DATE OF SERVICE      TIME OF SERVICE**  
☐ or non occupancy

By:   
ROBERT W. BOLLENBAUGH

Subscribed and sworn to before on this 5<sup>th</sup> day of November, 2009.



Margaret A. Nielsen  
Notary Public for Oregon

03/03