

2010-003812

Klamath County, Oregon



00081877201000038120060067

03/29/2010 03:26:43 PM

Fee: \$62.00

Affidavit of Compliance Oregon SB 628
Re: Trust Deed from
Daniel W Lobdell
to
Recon Trust Company File No. 2009-166252

Bac Home loans Servicing LP FKA
Countrywide Home loans Servicing LP

Ref: 2007-016158

ATE 67316

Affidavit of Compliance with Oregon SB 628 (2009)

Original Loan Amount: \$134,100.00

Borrower name(s): Daniel W Lobdell

Property Address: 1724 HOMEDALE RD
KLAMATH FALLS, OR 97603

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

ATE 62

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. After Evaluation, Request Denied, But Other Loss Mitigation Opportunities Offered.** 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. However, other loss mitigation accommodations were offered to borrower.
- [] **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.

[] Other (Specify):

Bac Home Loans Servicing LP FKA
Countrywide Home Loans Servicing LP.

DATED: 3/22/10

By Stacey L Blouin
Typed Name: Stacey L Blouin
Title: Servicing Team Manager

State of _____)
County of _____) ss.

This instrument was acknowledged before me on _____ by
_____ as _____ of
_____.

Notary signature
My commission expires _____

ALL PURPOSE ACKNOWLEDGMENT - CALIFORNIA

*Bac Home Loans Servicing LP FKA
Countrywide Home Loans Servicing LP*

STATE OF CALIFORNIA

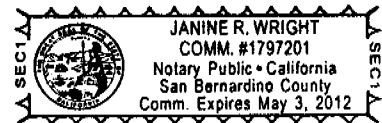
COUNTY OF ****LOS ANGELES*******

ON ****MARCH 22, 2010******* BEFORE me *******JANINE R. WRIGHT*******

personally appeared *******STACEY L. BLOUIN*******
personally known to me (or 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.
WITNESS my hand and official seal.

Signature

[Handwritten Signature]



2009-166252

(This area for official notary seal)

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

TITLE(S)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER
☐ PARTNER(S)
☐ LIMITED or GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☒ OTHER:

BAC REPRESENTATIVE*****

SIGNER IS REPRESENTING:

NAME OF PERSON(S)/OR ENTITY(IES)

BANK OF AMERICA (BAC)

TITLE OR TYPE OF DOCUMENT

AFFIDAVIT OF COMPLIANCE OREGON

NUMBER OF PAGES

3 INCLUDING THIS SHEET

DATE OF DOCUMENT

3-22-2010

SIGNER(S) OTHER THAN NAMED ABOVE

N/A

After recording return to:
Attn: Foreclosure Department
RECONTRUST COMPANY, N.A.
400 COUNTRYWIDE WAY SV-35
SIMI VALLEY, CA 93065

THIS IS TO CERTIFY THAT THIS IS A FULL,
TRUE AND CORRECT COPY OF THE ORIGINAL
RECORDED IN THE OFFICE OF THE COUNTY

RECORDING FEE: \$47.00

RECORDED ON: November 17, 2009

AS DOCUMENT NO: 2009-14780

BY: s/ Patrick Rickard

FIDELITY NATIONAL TITLE INSURANCE CO. (LSI DIVISION)

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain Trust Deed made by DANIEL W LOBDELL, AN UNMARRIED MAN, as grantors, to FIDELITY NATIONAL TITLE INSURANCE CO., as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, dated 08/15/2007, recorded 09/14/2007, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2007-016158, covering the following described real property situated in said county and state, to wit:

SEE ATTACHED LEGAL DESCRIPTION

PROPERTY ADDRESS: 1724 HOMEDALE RD

KLAMATH FALLS, OR 97603-5030

There is default by the grantor or other person, or by their successor in interest, owing an obligation, the performance of which is secured by said Trust Deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments of \$1,132.49 beginning 03/01/2008; plus late charges of \$ 51.56 each month beginning 03/01/2008 payment plus prior accrued late charges of \$-154.68; plus advances of \$1,740.00; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following, to wit: \$133,688.04 with interest thereon at the rate of 8.5 percent per annum beginning 02/01/2008 plus late charges of \$ 51.56 each month beginning 03/01/2008 until paid; plus prior accrued late charges of \$-154.68; plus advances of \$1,740.00; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

NOTICE OF DEFAULT AND ELECTION TO SELL

RE: Trust Deed from
DANIEL W LOBDELL,
Grantor

To
RECONTRUST COMPANY, N.A.,
Trustee TS No. 09 -0166252

For Additional Information:

Please Contact
Foreclosure Department
RECONTRUST COMPANY, N.A.
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
(800)-281-8219

Notice is hereby given that the Beneficiary and Trustee, by reason of said default, have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which the grantor had, or had the power to convey, at the time the grantor executed the Trust Deed, together with any interest the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed and the expenses of the sale, including the compensations of the Trustee as provided by law, and reasonable fees of Trustee's attorneys.

The sale will be held at the hour of 10:00 AM , in accordance with the standard of time established by ORS 187.110 on Monday, March 29, 2010, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the city of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the sale.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing every other default complained of herein by tendering the performance required under the obligation or Trust Deed, in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by ORS 86.753.

In constructing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

RECONTRUST COMPANY, N.A.

STATE OF CALIFORNIA
COUNTY OF VENTURA^{ss.}

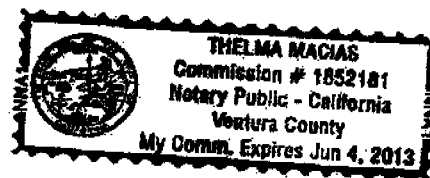
Michelle Chavez
Michelle Chavez, Team Member

On Nov. 13, 2009 before me, THELMA MACIAS, notary public, personally appeared MICHELLE CHAVEZ, personally known to me (or 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.

WITNESS my hand and official seal.

[Signature]
Notary Public for CALIFORNIA
My commission expires: June 4, 2013

(SEAL)



THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.

TS# 09-0166252

EXHIBIT "A"
LEGAL DESCRIPTION

Tract 92 and a portion of Tract 93 of YALTA GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, that portion of Tract 93 described as follows:

Beginning at the SE corner of said Tract 93, the North along the East boundary line of said Tract 93 a distance of 15 feet to a point; thence West and parallel to the South line of said Tract a distance of 91 feet to a point; thence South and parallel to the East line of said Tract a distance of 15 feet to the South line of said Tract; thence East along said South line a distance of 91 feet to the point of beginning.