

2010-003813

Klamath County, Oregon



00081878201000038130060064

03/29/2010 03:27:43 PM

Fee: \$62.00

Affidavit of Compliance Oregon SB 628
 Re: Trust Deed from
 Robert L. Winchell
 to
 Recon Trust Company File No. 2009-169318

Ref: 2006 - 20936

ATE 67337

Affidavit of Compliance with Oregon SB 628 (2009)

Original Loan Amount: \$520,000.00

Borrower name(s): Robert L. Winchell

Property Address: 7746 Reeder RD

Klamath Falls, OR 97603

*The Bank of New York Mellon FKA The
 Bank of New York as Successor to JP
 Morgan Chase Bank, N.A. Trustee for
 holders of SAM II 2006 - ARM mortgage*

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

ATE 62

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):

DATED: 3/23/10

The Bank of New York Mellon FKA The Bank of New York as successor to JP Morgan Chase Bank, N.A. Trustee for Holders of SAM 11 2006-AR1, Mortgage

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

State of _____)

) ss.

County of _____)

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

Notary signature _____
My commission expires _____

ALL PURPOSE ACKNOWLEDGMENT - CALIFORNIA

the Bank of New York Mellon FKA the
Bank of New York as successor to P
morgan Chase Bank, N.A. Trustee
for Holders of SAM 11 2006-AR1
Mortgage

STATE OF CALIFORNIA

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

ON ***MARCH 23, 2010*****

BEFORE me *****JANINE R. WRIGHT*****

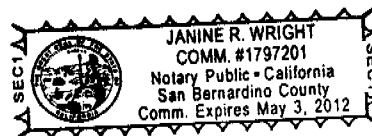
personally appeared *****STACEY L. BLOUIN*****

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]



#2009-169318

(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 REP.

SIGNER IS REPRESENTING:

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

BANK OF AMERICA (BAC)

TITLE OR TYPE OF DOCUMENT

AFFIDAVIT OF COMPLIANCE WITH OREGON

NUMBER OF PAGES

3 (INCLUDING THIS SHEET)

DATE OF DOCUMENT

3-23-10

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 23, 2009

AS DOCUMENT NO: 2009-14984

BY: s/ Gary Combs

FIDELITY NATIONAL TITLE INSURANCE CO. (LSI DIVISION)

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain Trust Deed made by ROBERT L. WINCHELL AND CHRISTINA E. WINCHELL AS TENANTS BY THE ENTIRETY, as grantors, to UNITED TITLE COMPANY, A CALIFORNIA CORPORATION, as Trustee, in favor of AMERIFUND LENDING GROUP, as Beneficiary, dated 11/29/2005, recorded 10/18/2006, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-020936, covering the following described real property situated in said county and state, to wit:

SEE ATTACHED FOR LEGAL DESCRIPTION

PROPERTY ADDRESS: 7746 REEDER RD

KLAMATH FALLS, OR 97603

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 \$2,189.53 beginning 07/01/2007; plus late charges of \$ 96.46 each month beginning 07/01/2007 payment plus prior accrued late charges of \$-278.91; plus advances of \$1,224.95; 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: \$541,312.35 with interest thereon at the rate of 7.875 percent per annum beginning 06/01/2007 plus late charges of \$ 96.46 each month beginning 07/01/2007 until paid; plus prior accrued late charges of \$-278.91; plus advances of \$1,224.95; 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
ROBERT L WINCHELL and CHRISTINA E WINCHELL,
Grantor
To
RECONTRUST COMPANY, N.A.,
Trustee TS No. 09 -0169318

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.

Heidi Recinos

Heidi Recinos, Team Member

STATE OF CALIFORNIA)
COUNTY OF VENTURA) ss.

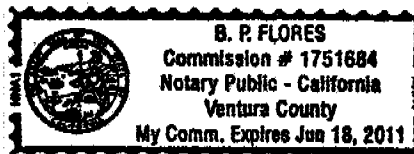
On 11-18-09, before me, B. P. Flores, notary public, personally appeared Heidi Recinos, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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.

B. P. Flores
Notary Public for CALIFORNIA
My commission expires: 6-18-2011

(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#09-0169318

ALTA Commitment
ASP

ORDER NO: 3424833
FILE NO: 26676346
LENDER REF: 1997

LEGAL DESCRIPTION

The land referred to in this policy is situated in the **STATE OF OREGON, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS**, and described as follows:

A TRACT OF LAND SITUATED IN THE SE 1/4 OF SECTION 19, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN WHICH MARKS THE CORNER COMMON TO SECTIONS 19, 20, 29 AND 30; THENCE WEST 685 FEET; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 19 TO THE SOUTH LINE OF THE PROPERTY DESCRIBED IN VOLUME M69 PAGE 9420, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 87°09' EAST 685 FEET, MORE OR LESS, ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN VOLUME M69 PAGE 9420, DEED RECORDS OF KLAMATH COUNTY, OREGON, TO THE EAST LINE OF SAID SECTION 19; THENCE SOUTH 1000 FEET, MORE OR LESS TO THE POINT OF BEGINNING, EXCEPT THAT PORTION LYING WITHIN THE RIGHT OR WAY OF REEDER ROAD.

APN:R598730