

2010-006269

Klamath County, Oregon



00084686201000062690220229

05/24/2010 03:12:45 PM

Fee: \$157.00

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

When Recorded Return To:

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

Until requested otherwise, send all tax statements:

ATE 67206

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

COVER SHEET

DOCUMENT:

Affidavit of Mailing /Copy of Trustees Notice of Sale

Affidavit of Service/Posting

Affidavit of Publication

Affidavit of Compliance

ORIGINAL GRANTOR ON TRUST DEED:

Raymond A. Hatcher

ORIGINAL BENEFICIARY ON TRUST DEED:

Pacific Crest Federal Credit Union

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

After Recording Return To:

Michelle M. Bertolino [DL]
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss
County of Multnomah)

I, Karen L. Hammer, Legal Assistant at Farleigh Wada Witt, being first duly sworn, depose, say and certify that:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and not the beneficiary or the beneficiary's successor in interest named in the attached original Trustee's Notice of Sale.

I gave notice of the sale of the real property described in the attached original Trustee's Notice of Sale by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

Occupants
818 Aspen Top Drive
Chiloquin, OR 97624

Raymond A. Hatcher
725 Terra Street, Apt. 27C
Ashland, OR 97520-8508

Tim Chambers
P.O. Box 580
New Castle, CA 95658

Carmen Chambers
P.O. Box 580
New Castle, CA 95658

Cindy Laiping Hatcher
Nka Cindy Cheung-Hermle
c/o Joan-Marie Michelsen, Attorney
424 NW 6th Street, Suite 102
Grants Pass, OR 97528

Raymond Allen Hatcher
c/o Myron J. Gitnes, Attorney
216 Pine Street
Klamath Falls, OR 97601

Cindy Laiping Hatcher
Nka Cindy L. Cheung
22420 SW Sequoia Terrace
Sherwood, OR 97140

Dawn M. Hatcher
245 Tolman Creek Road, Apt. 12
Ashland, OR 97520

The Klamath Tribes Housing Authority,
a Public Corporate Body
P.O. Box 436
Chiloquin, OR 97624

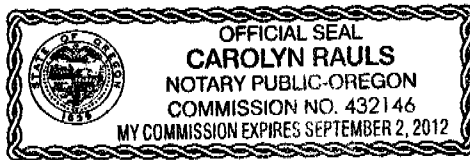
Dawn-Marie Hatcher
245 Tolman Creek Road, Apt. 12
Ashland, OR 97520

Highland Community Federal Credit Union
3737 Shasta Way
Klamath Falls, OR 97601

Each of the notices so mailed was a copy of the original Trustee's Notice of Sale. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Portland, Oregon on **January 5, 2010**. With respect to each person listed above, one such notice was mailed by first class mail to the address indicated, and another such notice was mailed by certified mail with return receipt requested. Each such notice was mailed after the Notice of Default and Election to Sell was recorded and at least 120 days before the Trustee conducts the sale.

Karen L. Hammer
Karen L. Hammer, Legal Assistant

SUBSCRIBED AND SWORN to before me this 5th day of January, 2010.



Carolyn Rauls
Notary Public for Oregon
My Commission Expires: 9/2/12

After Recording Return To:

Michelle M. Bertolino [BST]
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss
County of Multnomah)

I, Karen L. Hammer, Legal Assistant at Farleigh Wada Witt, being first duly sworn, depose, say and certify that:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and not the beneficiary or the beneficiary's successor in interest named in the attached original Trustee's Notice of Sale.

I gave notice of the sale of the real property described in the attached original Trustee's Notice of Sale by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

Charla Zeltvay, Manager/CEO
SOFCU Community, Successor in
Interest to Highland Community
Federal Credit Union
P.O. Box 1358
Grants Pass, OR 97528

Roberta Sexton, Housing Director
Klamath Tribal Housing Department,
fka The Klamath Tribes Housing Authority
P.O. Box 436
Chiloquin, OR 97624

Each of the notices so mailed was a copy of the original Trustee's Notice of Sale. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Portland, Oregon on **February 2, 2010**. With respect to each person listed above, one such notice was mailed by first class mail to the address

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indicated, and another such notice was mailed by certified mail with return receipt requested. Each such notice was mailed after the Notice of Default and Election to Sell was recorded and at least 120 days before the Trustee conducts the sale.

Karen L. Hammer
Karen L. Hammer, Legal Assistant

SUBSCRIBED AND SWORN to before me this 2nd day of February, 2010.



Sandra Lee McQuillen
Notary Public for Oregon
My Commission Expires: 6-4-2011

After Recording Return To:

Michelle M. Bertolino [BST]
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss
County of Multnomah)

I, Karen L. Hammer, Legal Assistant at Farleigh Wada Witt, being first duly sworn, depose, say and certify that:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and not the beneficiary or the beneficiary's successor in interest named in the attached original Trustee's Notice of Sale.

I gave notice of the sale of the real property described in the attached original Trustee's Notice of Sale by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

Dawn-Marie Hatcher, aka
Dawn M. Hatcher
3164 Century Way
Medford, OR 97504-8354

Each of the notices so mailed was a copy of the original Trustee's Notice of Sale. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Portland, Oregon on **February 9, 2010**. With respect to each person listed above, one such notice was mailed by first class mail to the address

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indicated, and another such notice was mailed by certified mail with return receipt requested. Each such notice was mailed after the Notice of Default and Election to Sell was recorded and at least 120 days before the Trustee conducts the sale.

Karen L. Hammer
Karen L. Hammer, Legal Assistant

SUBSCRIBED AND SWORN to before me this 9th day of February, 2010.

Carolyn Rauls
Notary Public for Oregon
My Commission Expires: 9/2/12



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made, executed and delivered by **Raymond A. Hatcher**, as grantor, to **AmeriTitle**, as trustee, in favor of **Pacific Crest Federal Credit Union**, formerly known as **Forest Products Federal Credit Union**, as beneficiary, dated July 10, 1998, and recorded on July 15, 1998, in Book M98, Page 25416, in the Mortgage Records of Klamath County, Oregon.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:

Lot 4 in Block 9 of RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with an undivided 1/68 interest in Lots 4 and 5 in Block 1.

There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Arrearage in the sum of \$3,690.54 as of December 15, 2009, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

Payoff in the sum of \$59,243.29 as of December 15, 2009, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on **June 9, 2010**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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 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 any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum 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 said ORS 86.753.

In construing 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 Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Under ORS 86.755(5)(c), the following Notice to Tenants applies only to persons who are tenants of "dwelling units"*, as defined in ORS 90.100(9).

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 property 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 **May 10, 2010**. The name of the trustee and the trustee's mailing address are listed on this notice.

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 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 with this notice.**

* **ORS 90.100 (9) "Dwelling unit"** means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

****HOW TO FIND A LAWYER:** If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763, or toll free in Oregon at (800) 452-7636, or you may visit its website at www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to www.oregonlawhelp.org.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.

DATED: January 5, 2010.



Michelle M. Bertolino, Successor Trustee
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204
Phone: 503-228-6044; fax: 503-228-1741

After Recording Return To:

Michelle M. Bertolino [MYM]
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF MAILING NOTICE TO GRANTOR/OCCUPANTS
(Pursuant to ORS 86.750, as amended by Chapter 229 [S.B. 239], Oregon Laws 2009)

STATE OF OREGON)
) ss
County of Multnomah)

I, Karen L. Hammer, Legal Assistant at Farleigh Wada Witt, being first duly sworn, depose and say:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and I am not the beneficiary or the beneficiary's successor in interest given under the terms of that certain trust deed recorded on **July 15, 1998**, in the records of **Klamath County, Oregon**, in **Book M98, Page 25416** (the "Trust Deed"), and covering the following described real property (the "Property") situated in the above mentioned county and state, to wit:

Lot 4 in Block 9 of RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with an undivided 1/68 interest in Lots 4 and 5 in Block 1.

On **January 5, 2010**, I caused to be mailed true copies of the attached original notice required under Chapter 229 [S.B. 239], Oregon Laws 2009 ("DANGER Notice"). The DANGER Notice was mailed to the grantor named in the Trust Deed and occupant (if the grantor is not also the occupant) of the Property on or before the date the notice of sale was served or mailed, by both first class and certified mail with return receipt requested, at their respective last known addresses, to-wit:

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AFFIDAVIT OF MAILING NOTICE TO GRANTOR/OCCUPANTS
H:\Client\Pcrest\36906\Aff Mail Danger Notice.doc

Occupants
818 Aspen Top Drive
Chiloquin, OR 97624

Raymond A. Hatcher
725 Terra Street, Apt. 27C
Ashland, OR 97520-8508

Karen L. Hammer
Karen L. Hammer – Legal Assistant

SUBSCRIBED AND SWORN to before me this 5th day of January, 2010.



Carolyn Rauls
Notary Public for Oregon
My Commission Expires: 9/2/12

NOTICE:
YOU ARE IN DANGER OF LOSING YOUR PROPERTY
IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at:
818 Aspen Top Drive, Chiloquin, OR 97624.

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of **December 15, 2009**, to bring your mortgage loan current was **\$3,690.54**. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **Todd Ford** at **Pacific Crest Federal Credit Union** at **(541) 850-7754** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to: **Michelle M. Bertolino**, Farleigh Wada Witt, 121 SW Morrison Street, Suite 600, Portland, OR 97204.

THIS IS WHEN AND WHERE YOUR PROPERTY
WILL BE SOLD IF YOU DO NOT TAKE ACTION

Date and time: **June 9, 2010, at 11:00 a.m.**

Place: **Main Entrance of the Klamath County Courthouse,
316 Main Street, Klamath Falls, Oregon.**

THIS IS WHAT YOU CAN DO TO STOP THE SALE

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **Michelle Bertolino**, Farleigh Wada Witt, at (503) 228-6044 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **(800) SAFENET** or **(800) 723-3638**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **(503) 684-3763**, or toll free in Oregon at **(800) 452-7636**, or you may visit its website at <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: January 5, 2010.

A handwritten signature in dark ink, appearing to read "Michelle M. Bertolino", is written over a horizontal line.

Michelle M. Bertolino, Successor Trustee
(503) 228-6044

PCREST/HATCHR/36906 / HATCHER

AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

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

I made service of the attached original Notice You Are In Danger of Losing Your Property; Letter Dated January 5, 2010; Trustee's Notice of Sale upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**818 Aspen Top Drive
Chiloquin, OR 97624**

As follows:

On 01/11/2010 at 1:20 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 01/21/2010 at 1:37 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

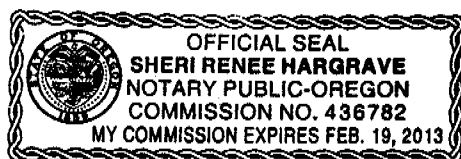
On 02/04/2010 at 9:50 AM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 12 day of February, 2010
by Jake Doolin.

Sheri Renee Hargrave
Notary Public for Oregon

X Jake Doolin
Jake Doolin
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



217387

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Multnomah

ss.

I, Royal Hebert, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On February 05, 2010, I mailed a copy of the Notice You Are In Danger of Losing Your Property; Letter Dated January 5, 2010; Trustee's Notice of Sale, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

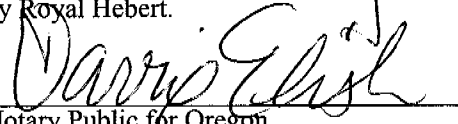
The envelope was addressed as follows:

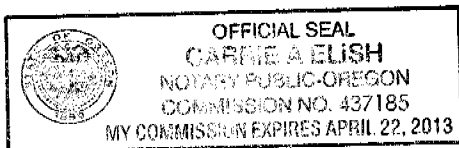
OCCUPANT
818 Aspen Top Drive
Chiloquin, OR 97624

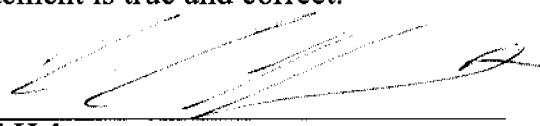
This mailing completes service upon an occupant at the above address with an effective date of 01/11/2010 as calculated pursuant to ORS 86.750 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME
this 5th day of February, 20 10
by Royal Hebert.


Notary Public for Oregon



X 

Royal Hebert
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



217367

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 # 12200

Trustee's Notice of Sale

Hatcher

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:

April 15, 22, 29, May 06, 2010

Total Cost: \$1,607.93

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: May 7, 2010

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012

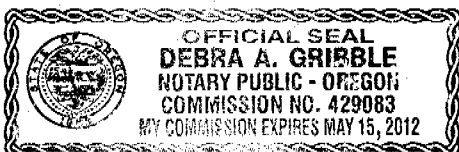
TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made, executed and delivered by **Raymond A. Hatcher**, as grantor, to **AmeriTitle**, as trustee, in favor of **Pacific Crest Federal Credit Union**, formerly known as **Forest Products Federal Credit Union**, as beneficiary, dated July 10, 1998, and recorded on July 15, 1998, in Book M98, Page 25416, in the Mortgage Records of Klamath County, Oregon. The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit: Lot 4 in Block 9 of RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, together with an undivided 1/68 interest in Lots 4 and 5 in Block 1. There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made is grantor's failure to pay when due the following sums: Arrearage in the sum of \$3,690.54 as of December 15, 2009, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: Payoff in the sum of \$59,243.29 as of December 15, 2009, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on **June 9, 2010**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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 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 any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum 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 said ORS 86.753.

In construing 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 Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.



Under ORS 86.755(5)(c), the following Notice to Tenants applies only to persons who are tenants of "dwelling units", as defined in ORS 90.100(9).

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 property 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 **May 10, 2010**. The name of the trustee and the trustee's mailing address are listed on this notice. 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 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 with this notice."

* ORS 90.100 (9) "Dwelling unit" means a structure or the part of a structure that is used as a home, residence or sleeping place by one person who maintains a household or by two or more persons who maintain a common household.

HOW TO FIND A LAWYER: If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763, or toll free in Oregon at (800) 452-7636, or you may visit its website at www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to www.oregonlawhelp.org.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.

DATED: January 5, 2010.

Michelle M. Bertolino, Successor Trustee

Farleigh Wada Witt

121 SW Morrison, Suite 600

Portland, OR 97204

Phone: 503-228-6044; Fax: 503-228-1741

#12200 April 15, 22, 29, May 06, 2010.

RECEIVED

MAY 17 2010

FARLEIGH WADA WITT

After recording, return to:
Michelle M. Bertolino [BST]
Farleigh Wada Witt
121 SW Morrison Street, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF COMPLIANCE WITH
SECTIONS 3 (1) AND (2), CHAPTER 864, OREGON LAWS 2009

STATE OF OREGON)
) ss.
County of Multnomah)

I, Michelle M. Bertolino, being first duly sworn, depose, say and certify that:

At all times mentioned herein, I was and now am a resident of the state of Oregon, a competent person over the age of 18 years, and I am a representative of Pacific Crest Federal Credit Union, the beneficiary or the beneficiary's successor-in-interest given under the terms of that certain trust deed ("Trust Deed"), made, executed, and delivered by **Raymond A. Hatcher**, as grantor, to **AmeriTitle**, as Trustee, in favor of **Forest Products Federal Credit Union**, as beneficiary, dated July 10, 1998, and recorded on July 15, 1998, in the records of Klamath County, Oregon, in Book M98, Page 25416 (the "Trust Deed"), and covering the following-described real property (the "Property") situated in the above-mentioned county and state, to wit:

Lot 4 in Block 9 of RAINBOW PARK ON THE WILLIAMSON,
according to the official plat thereof on file in the office of the County
Clerk of Klamath County, Oregon, together with an undivided 1/68
interest in Lots 4 and 5 in Block 1.

☐ The Trust Deed is held by a government agency for a loan the government agency funded through a government program, and, therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply, as provided in Section 8(2), Chapter 864, Oregon Laws 2009.

☒ The Trust Deed is not a "Residential Trust Deed" as defined by ORS 86.705(3), and, therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply.

☐ The beneficiary or an agent of the beneficiary did not receive a modification request form within 30 days after the date on which the trustee signed the notice required under ORS 86.737(1). Therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply.

☐ The beneficiary determined in good faith, after considering the most current financial information the grantor provided, that the grantor is not eligible for a loan modification, and the beneficiary informed the grantor that the grantor is not eligible. Therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply, as provided in Section 3 (4), Chapter 864, Oregon Laws 2009.

☐ The beneficiary or an agent of the beneficiary reviewed the information the grantor provided in the **modification request form**, and, in good faith, processed the grantor's request. The beneficiary or the beneficiary's agent, not later than 45 days after receiving the form, notified the grantor that the beneficiary denied the request or required additional information. **The grantor did not request a meeting with the beneficiary**; therefore, the obligations of the beneficiary or an agent of the beneficiary under Section 3 (2), Chapter 864, Oregon Laws 2009, do not apply.

☐ The beneficiary or an agent of the beneficiary reviewed the information the grantor provided in the **modification request form**, and, in good faith, processed the grantor's request. **The grantor timely requested a meeting with the beneficiary**. Before the beneficiary or the beneficiary's agent responded to the grantor's request to modify the loan, the beneficiary or the beneficiary's agent [CIRCLE ALL THAT APPLY]:

- met with the grantor in person, and/or
- spoke with the grantor by telephone.

The beneficiary or beneficiary's agent that met with the grantor had or was able to obtain the authority to modify the loan. The beneficiary or the beneficiary's agent, not later than 45 days after receiving the form, notified the grantor that the beneficiary denied the request or required additional information.

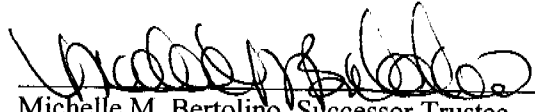
☐ The beneficiary or an agent of the beneficiary reviewed the information the grantor provided in the **modification request form**, and, in good faith, processed the grantor's request. **The grantor timely requested a meeting with the beneficiary**. Before the beneficiary or the beneficiary's agent responded to the grantor's request to modify the loan, the beneficiary or the beneficiary's agent took reasonable steps to schedule the meeting by contacting the grantor at [CIRCLE ALL THAT APPLY]:

- at the grantor's last known address,
- at the grantor's telephone number, and/or
- at the grantor's electronic mail address, because the grantor indicated on the loan modification form that the beneficiary or the beneficiary's agent could contact the grantor at the electronic mail address.

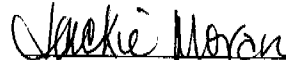
The beneficiary or beneficiary's agent did not speak to or meet with the grantor. However, under Section 3 (2)(b), Chapter 864, Oregon Laws 2009, within seven business days after the beneficiary or beneficiary's agent attempted to contact the grantor, the grantor did not respond. The beneficiary or the beneficiary's agent, not later than 45 days after receiving the form, notified the grantor that the beneficiary denied the request or required additional information.

[SIGNATURE PAGE TO FOLLOW]

Dated: May 20, 2010.


Michelle M. Bertolino, Successor Trustee

SUBSCRIBED AND SWORN to before me this 20th day of May, 2010.


Notary Public for Oregon

