

2010-008108

Klamath County, Oregon



00086869201000081080190192

07/06/2010 02:45:28 PM

Fee: \$142.00

RECORDING COVER SHEET
Pursuant to ORS 205.234

After recording return to:
Jeanne Kallage Sinnott
Successor Trustee and Attorney
Miller Nash LLP
3400 U.S. Bancorp Tower
111 S.W. Fifth Avenue
Portland, Oregon 97204-3699

18 1520233

Document(s) Being Recorded:	1. Affidavit of Mailing Trustee's Notice of Sale and Notice Pursuant to Or Laws 2009, Chapter 864 (SB 628) (with original Trustee's Notice of Sale and Notice Pursuant to Or Laws 2009, Chapter 864 (SB 628) attached); 2. Affidavit of Service; 3. Affidavit of Publication; and 4. Affidavit of Compliance (Oregon Laws 2009, Chapter 864, Section 3)
Beneficiary:	U.S. Bank National Association
Grantor(s):	Marion D. Atkerson and Johnnie Atkerson

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

**After Recording Return To:
Jeanne Kallage Sinnott
Successor Trustee and Attorney
Miller Nash LLP
111 S.W. Fifth Avenue, Ste. 3400
Portland, Oregon 97204-3699**

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
AND NOTICE PURSUANT TO OR. LAWS 2009, CHAPTER 864 (SB 628)**

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, Jeanne Kallage Sinnott, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned, I was and now am a competent person over the age of eighteen years and not the beneficiary or its successor in interest named in the attached original trustee's notice of sale given under the terms of that certain deed of trust described in the Notice (the "Trust Deed").

I gave notice of the sale of the real property described in the attached trustee's notice of sale by mailing true copies thereof by both first-class and certified mail with return receipt requested to each of the following persons, at their respective last-known addresses on March 5, 2010, as follows:

All Occupants
1810 Gary Street
Klamath Falls, OR 97603

Marion D. Atkerson
1810 Gary Street
Klamath Falls, OR 97603

Johnnie Atkerson
1810 Gary Street
Klamath Falls, OR 97603

Marion D. Atkerson
25633 Cochran Court
Veneta, OR 97487

Johnnie Atkerson
25633 Cochran Court
Veneta, OR 97487

Marian F. Christian
25633 Cochran Court
Veneta, OR 97487

Marshal Lampkins
25633 Cochran Court
Veneta, OR 97487

Edith (Edie) Wilken
PO Box 2324
Carson City, NV 89702

Robert (Bob) Wilken
PO Box 2324
Carson City, NV 89702

Edith (Edie) Wilken
3532 Bristol Avenue
Klamath Falls, OR 97603

Robert (Bob) Wilken
3532 Bristol Avenue
Klamath Falls, OR 97603

Wells Fargo Bank, N.A.
c/o Derrick E. McGavic
PO Box 10163
Eugene, OR 97440

CitiBank (South Dakota) N.A.
7920 N.W. 110th Street
Kansas City, MO 64153

CitiBank (South Dakota) N.A., a subsidiary of
CitiBank
701 E. 60th Street North
Sioux Falls, SD 57104

Household Bank (SB) N.A., now known as
HSBC Bank Nevada, National Association
1111 Town Center Drive
Las Vegas, NV 89144

Household Bank (SB) N.A., now known as
HSBC Bank Nevada, National Association
c/o Dale L. Crandall
675 Church Street, N.E.
Salem, OR 97301

Sunwest Financial, Inc.
6336 S.E. Milwaukie Ave, PMB 9
Portland, OR 97202

Sunwest Financial, Inc.
960 S.E. Highway 101, Ste. 388
Lincoln City, OR 97367

Klamath County Tax Assessor
305 Main Street
Klamath Falls, OR 97601

Wells Fargo Bank, N.A.
2325 Clayton Road
Concord, CA 94520

Wells Fargo Bank, N.A.
Attn: John Stumpf—Chief Executive Officer
101 North Phillips Avenue
Sioux Falls, SD 57104

CitiBank (South Dakota) N.A.
c/o Kenneth E. Anderson
1737 N.E. Broadway
Portland, OR 97232

Citibank South Dakota NA, a subsidiary of
CitiBank
c/o Vikram Pandit—Chief Executive Officer
701 E. 60th Street North
Sioux Falls, SD 57104

Household Bank (SB) N.A., now known as
HSBC Bank Nevada, National Association
c/o Dale L. Crandall
280 Court Street, N.E., Suite 14
Salem, OR 97301

Household Bank (SB) N.A., now known as
HSBC Bank Nevada, National Association
Attn: Irene Dörner—Chief Executive Officer
1111 Town Center Drive
Las Vegas, NV 89144

Sunwest Financial, Inc.
c/o Edward P. Bernardi
3331 S.E. Milwaukie Ave
Portland, OR 97202

Sunwest Financial, Inc.
c/o Sherri Norris—Registered Agent
5848 S.E. Milwaukie
Portland, OR 97202

I further certify that on March 5, 2010, I gave notice pursuant to Or. Laws 2009, Chapter 864 (SB 628), to the Grantor and All Occupants by mailing true copies of the attached original notice, form of request for loan modification, and the attached trustee's notice of sale by both first-class and certified mail with return receipt requested, postage prepaid to 1810 Gary Street, Klamath Falls, Oregon 97603. This notice was sent at least 25 days prior to the sale. I further certify that a timely request by the grantor(s) for a loan modification or for a meeting with the lender was not received by the deadline set forth in the notice.

These persons include (a) the grantor in the Trust Deed; (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the Trust Deed, if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest; and (d) any person requesting notice as set forth in ORS 86.785.


Each notice so mailed was certified to be a true copy of the original trustee's notice of sale. Each true copy of said trustee's notice of sale was mailed in a sealed envelope with postage thereon fully prepaid and deposited in the United States Post Office at Portland, Oregon. Each true copy of said trustee's notice of sale was mailed after the notice of default and election to sell was recorded.

As used herein, the singular includes the plural and the word "person" includes a corporation and any other legal entity.


Jeanne Kallage Sinnott

SUBSCRIBED AND SWORN to before me this 2 day of July,
2010, by Jeanne Kallage Sinnott.




Notary Public for Oregon

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain deed of trust (the "Trust Deed") dated **September 19, 2000**, executed by **Marion D. Atkerson and Johnnie Atkerson** (the "Grantor") to **U.S. Bank Trust Company, National Association** (the "Trustee"), to secure payment and performance of certain obligations of Grantor to **U.S. Bank National Association ND** (the "Beneficiary"), including repayment of a promissory note dated **September 19, 2000**, in the principal amount of \$27,684.00 (the "Note"). The Trust Deed was recorded on **October 26, 2000**, in **Volume M00 at Page 39099** in the official real property records of Klamath County, Oregon.

The legal description of the real property covered by the Trust Deed is as follows:

The South half of Lot 7, Block 9 and the South 7 feet of the North half of Lot 7, Block 9, PLEASANT VIEW TRACTS, in the County of Klamath, State of Oregon.

No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

The default for which the foreclosure is made is Grantor's failure to pay when due the following sums: monthly payments in full of \$266.97 owed under the Note beginning July 2009 and each month thereafter; late charges in the amount of \$75.00 as of January 23, 2010, plus any late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees.

By reason of said default, U.S. Bank National Association ND, as beneficiary under the Trust Deed, has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$22,422.81 as of January 23, 2010; (b) accrued interest of \$1,423.81 as of January 23, 2010, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$75.00 as of January 23, 2010, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that U.S. Bank National Association ND has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by U.S. Bank National Association ND in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

By reason of said default, U.S. Bank National Association ND, as beneficiary under the Trust Deed, and the Successor Trustee have elected to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.795 and to sell the real property identified above to satisfy the obligation that is secured by the Trust Deed.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or Successor Trustee's agent will, on **July 13, 2010, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell for cash at

public auction to the highest bidder the interest in said real property, which Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of 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 U.S. Bank National Association ND, as beneficiary under the Trust Deed, 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 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 and attorney fees not exceeding the amounts provided by ORS 86.753.

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

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 **June 13, 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 (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503) 620-0222, toll-free in Oregon (800) 451-8260) and ask for the lawyer referral service. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.

For further information, please contact Jeanne Kallage Sinnott at her mailing address of Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone her at (503) 224-5858.

DATED this 5 day of March, 2010.



Jeanne Kallage Sinnott
Successor Trustee

File No. 080090-0573 Grantor: Atkerson, Marion D. and Johnnie Beneficiary: U.S. Bank National Association ND
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**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 1810 Gary Street, Klamath Falls, Oregon 97603.

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 January 23, 2010, to bring your mortgage loan current was \$2,165.04¹. 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 1-866-353-0187, and ask for Susan Cason 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: Jeanne Kallage Sinnott, Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204-3699.

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

Date and time: July 13, 2010, at 1:00 p.m.

Place: Just outside the 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.

¹ Plus attorney fees and costs incurred by U.S. Bank National Association in connection with this matter.

3. You can request that your lender 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 (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 Legal Aid Services of Oregon at: <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 1-866-353-0187. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: **800-SAFENET (800-723-3638)**. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: <http://www.makinghomeaffordable.gov>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED MODIFICATION REQUEST FORM. YOUR LENDER MUST RECEIVE THE FORM BY APRIL 4, 2010, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

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: March 5, 2010

Trustee name: Jeanne Kallage Sinnott

Trustee signature: Jeanne Sinnott

Trustee telephone number: (503) 224-5858

Unofficial
Copy

March 5, 2010

Re: U.S. Bank Modification Program
U.S. Bank Account 662-70787788001

Dear Borrower(s):

Attached are worksheets for you to fill out that will help us in evaluating your financial situation. You must send a complete Financial Evaluation Package before your loan will be considered for modification. If you would like to see if you qualify for a loan modification with U.S. Bank, this completed form along with the requested information must be completed and returned no later than April 4, 2010.

There are two types of Modification Programs offered by U.S. Bank. Please review which program may best suit your needs:

MODIFICATION: You have experienced a financial hardship and you are no longer able to afford your current payment. You are requesting that U.S. Bank revise the terms of your loan to decrease the amount of your monthly payment. Your financial evaluation must show that you can afford these payments.

EARLY MORTGAGE LIEN RELEASE (Short Pay): You are attempting to sell your home, but a sale at fair market value will not yield sufficient funds to pay this loan in full. You are requesting that U.S. Bank release its lien for less than a full pay-off of the loan balance (short-pay). You agree to repay the remaining (deficiency) balance of your loan based on U.S. Bank's Terms and Conditions.

In addition, any person named in ORS 86.753, has the right, at any time prior to five days before the date last set for the foreclosure sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to U.S. Bank, as beneficiary, of the entire amount then due.

As always, U.S. Bank is interested in providing you with the best customer service in the industry. Should you have any questions or need assistance, please call the phone number listed below or if you are represented by an attorney, have your attorney contact me.

In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.

Sincerely,



Jeanne Kallage Sinnott
Successor Trustee for U.S. Bank National Association
Phone (503) 224-5858, ext. 2418
Fax # (503) 224-0155

U.S. Bank Foreclosure Asset Management Group does not originate loans. If you wish to apply for a consolidation loan, you may contact US Bank Loan Line at 1-800-US Loans or contact a Bank or Credit Union near you.

In response to your request for a Loan Modification/Short Sale, please complete and provide all requested information below: This form must be thoroughly completed in order to process your request.

Mail or Fax completed packet to:

Jeanne Kallage Sinnott
Miller Nash LLP
111 S.W. 5th Ave, #3400
Portland, OR 97204-3699

Telephone: (503) 224-5858, ext. 2418
Fax: (503) 224-0155

FINANCIAL INFORMATION STATEMENT

(**Must be completed and returned by April 4, 2010**)

PROPERTY INFORMATION			
Subject Property Address (Street, City,, State & Zip Code)			No. of Units
Borrower	BORROWER INFORMATION		Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (including Jr. or Sr. if applicable)	
Social Security No.	Ph. Numbers You Can Be Reached Work Home Cell Please include all area codes	Social Security	Ph. Numbers You Can Be Reached Work Home Cell Please include all area codes
<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, <input type="checkbox"/> Separated divorced, widowed)		<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, <input type="checkbox"/> Separated divorced, widowed)	
Present Address (Street, City, State & Zip code) ___ own ___ rent ___ # yrs		Present Address (Street, City, State & Zip code) ___ own ___ rent ___ # yrs	
Borrower	EMPLOYMENT INFORMATION		Co-Borrower
Name of Employer <input type="checkbox"/> Self-employed		Name of Employer <input type="checkbox"/> Self-employed	
Business Phone (include area code)		Business Phone (include area code)	
MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION			
NET Monthly Income	Borrower	Co-Borrower	Total
Base Employment Income	\$	\$	\$
Overtime			
Bonuses			
Commissions			
Net Rental Income			
Total	\$	\$	\$
Self employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements. Describe other income such as alimony, child support or separate maintenance income need not be revealed.			
Borrower or Co- Borrower	Description of Other Income		Monthly Amount
			\$
STANDARD MONTHLY OBLIGATIONS			
Food:	Child Care:	Mortgage Pmt:	
Utilities:	Transportation:	Car Pmt:	
Telephone:	Insurance/Car:	Other:	
Insurance/Health:	Cable:	Other:	
Medical Bills:	Insurance/Life:	Other:	

ASSETS AND LIABILITIES						
Assets			Liabilities			
Description	Cash Value		Liabilities & Pledged Assets: List the creditor's name and account number for all outstanding debts including automobile loans, revolving charge accounts, real estate loans, alimony, child support, stock pledges, etc. Use extra sheets if necessary.			
List checking and saving accounts below:						
Name of Bank, S&L or Credit Union						
Acct Number			Description		Monthly Pmt & #s to pay	Unpaid Balance
Name of Bank, S&L or Credit Union			Name of Company		\$ Pmt & Mos	\$
Acct Number			Acct Number:			
Name of Bank, S&L or Credit Union			Name of Company		\$ Pmt & Mos	\$
Acct Number			Acct Number:			
Stocks & Bonds			Name of Company		\$ Pmt & Mos	\$
Company Name/Description			Acct Number:			
Life Insurance net cash value			Name of Company		\$ Pmt & Mos	\$
Face Amount: \$			Acct Number:			
SUBTOTAL LIQUID ASSETS			Name of Company		\$ Pmt & Mos	\$
Real Estate Owned (enter market value from schedule of real estate owned below)			Acct Number:			
Vested Interest in Retirement fund			Name of Company		\$ Pmt & Mos	\$
Net worth if business(es) owned (Attach Financial Statement)			Acct Number:			
Automobile owned (Make and Year)			Name of Company		\$ Pmt & Mos	\$
Automobile owned (Make and Year)			Acct Number:			
Other Assets (Itemized)			Name of Company		\$ Pmt & Mos	\$
Acct Number			Acct Number:			
Total assets (a)			Net Worth (a-b):		Total Liabilities (b)	\$
Schedule of Real Estate Owned (if additional properties are owned, use extra sheets)						
Property Address (enter S if sold, PS for pending sale, R if rental held for income)	Type of Property	Present market Value	Amount of Mortgages & Liens	Gross Rental Income	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
		\$	\$	\$	\$	\$
	Totals	\$	\$	\$	\$	\$

HARDSHIP LETTER

In order for us to better understand your present situation, please take a moment and describe for us what happened that caused you to fall behind on your payment?

Unofficial
copy

I have described my present financial condition on this Financial Evaluation Sheet and the attachments hereto and I certify that all of the information contained hereon is true, accurate and correct to the best of my knowledge.

I understand and realize that the financial information I am providing will be used by the lender and/or insurer of my Mortgage Loan to review and evaluate my options with respect to the Mortgage Loan. I further understand and acknowledge that any action taken by the lender and/or the insure of my Mortgage Loan on my behalf will be made in strict reliance on the financial information I am providing herein. This may include U.S. Bank obtaining a copy of my current credit bureau. I understand that my signature below authorizes U.S. Bank to obtain and release information to any 3rd party as necessary, for the intention of a modification request.

I therefore agree that, if it is determined that the financial information I have provided contained information which was misrepresented by me and thereby caused actions to be taken which would not have been taken had the true facts and circumstances been known, I shall be liable for any and all losses or damages suffered by the lender and/or insurer of my Mortgage Loan.

Signature of Borrower

Date _____

Signature of Co-Borrower

Date _____

Documents Needed

Make sure all of the information listed below is returned along with this Financial Evaluation. Missing documents may result in a delay in processing or denial of your request.

MODIFICATION: (Revision of Terms)

- ☒ COPY OF THE PRIOR YEAR'S TAX RETURN, IF NOT FILED, WILL NEED COPY OF FILED EXTENSION FORM. (Not W-2's)
- ☒ COPY OF 1 MONTHS PAY (For all borrowers-proof of income)
- ☒ 2 MONTHS BANK STATEMENTS (6 months if self employed)
- ☒ CURRENT STATEMENT FROM 1ST MORTGAGE HOLDER (if 1st mortgage is not this loan)
- ☒ PROPERTY TAX STATEMENT (if paid outside of loan)
- ☒ INSURANCE PREMIUM STATEMENT (if paid outside of loan)
- ☒ COPY OF 401K STATEMENT. (IF YOU DO NOT HAVE A 401K, THEN IT MUST BE STATED ON THIS PACKET.)

MORTGAGE RELEASE REQUEST: (If the property is being sold, please include these items in addition to those listed above.)

- ☒ COPY OF THE PRIOR YEAR'S TAX RETURN (Not W-2's)
- ☒ COPY OF 1 MONTHS PAY (For all borrowers-proof of income)
- ☒ 2 MONTHS BANK STATEMENTS
- ☒ U.S. DEPARTMENT OF HOUSING AND URBAN SETTLEMENT STATEMENT (HUD Statement)
- ☒ 401K STATEMENT (if applicable)

Send copies of your documents. **ORIGINALS WILL NOT BE RETURNED.**

Please forward the financial evaluation packet and all required documents to:

**Jeanne Kallage Sinnott
Miller Nash LLP
111 S.W. 5th Avenue #3400
Portland, OR 97204-3699
Fax: (503) 224-0155**

**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 **1810 Gary St. Klamath Falls, OR 97603**

☐ **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.

1st Attempt: **March 10, 2010** **8:43 AM** **Posted**

2nd Attempt: **March 12, 2010** **9:23 AM** **Posted**

3rd Attempt: **March 15, 2010** **1:32 PM** **Posted**

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

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of **March 18 2010**, 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 Meek

1810 Gary St. Klamath Falls, OR 97603
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.

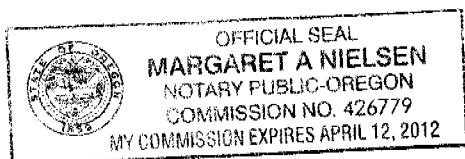
March 10, 2010 8:43 AM
DATE OF SERVICE **TIME OF SERVICE**

☐ or non occupancy

By:

Robert W. Bolenbaugh
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this **18** day of **March**, 2010.



Margaret A. Nielsen
Notary Public for Oregon

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 # 12314

Trustee's Notice of Sale

Atkerson

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:

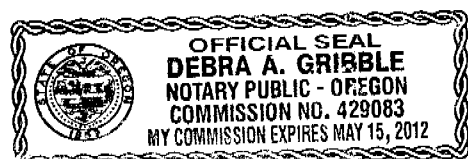
May 15, 22, 29, June 5, 2010

Total Cost: \$1,167.15

Jeanine P. Day
Subscribed and sworn by Jeanine P Day
before me on: June 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 deed of trust (the "Trust Deed") dated September 19, 2000, executed by Marlon D. Atkerson and Johnnie Atkerson (the "Grantor") to U.S. Bank Trust Company, National Association (the "Trustee"), to secure payment and performance of certain obligations of Grantor to U.S. Bank National Association ND (the "Beneficiary"), including repayment of a promissory note dated September 19, 2000, in the principal amount of \$27,684.00 (the "Note"). The Trust Deed was recorded on October 26, 2000, in Volume M00 at Page 39099 in the official real property records of Klamath County, Oregon. The legal description of the real property covered by the Trust Deed is as follows: The South half of Lot 7, Block 9 and the South 7 feet of the North half of Lot 7, Block 9, PLEASANT VIEW TRACTS, in the County of Klamath, State of Oregon. No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4). The default for which the foreclosure is made is Grantor's failure to pay when due the following sums: monthly payments in full of \$266.97 owed under the Note beginning July 2009 and each month thereafter; late charges in the amount of \$75.00 as of January 23, 2010, plus any late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees.

By reason of said default, U.S. Bank National Association ND, as beneficiary under the Trust Deed, has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$22,422.81 as of January 23, 2010, (b) accrued interest of \$1,423.81 as of January 23, 2010, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$75.00 as of January 23, 2010, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that U.S. Bank National Association ND has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by U.S. Bank National Association ND in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

By reason of said default, U.S. Bank National Association ND, as beneficiary under the Trust Deed, and the Successor Trustee have elected to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.795 and to sell the real property identified above to satisfy the obligation that is secured by the Trust Deed.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or Successor Trustee's agent will, on July 13, 2010, at one o'clock (1:00) pm., based on the standard of time established by ORS 167.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon, sell for cash at public auction to the highest bidder the interest in said real property which Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of 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

have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to U.S. Bank National Association ND, as beneficiary under the Trust Deed, 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 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 and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, and the word "granter" includes any successor in interest of granter, as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. ~~This communication is from a debt collector.~~ For further information, please contact Jeanne Collage Sinnott at her mailing address of Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone her at (503) 224-5858. DATED this 5th day of March, 2010./s/ Jeanne Kallage Sinnott, Successor Trustee File No. 080090-0573, Granter: Atkerson, Marion D. and Johnnie Beneficiary: U.S. Bank National Association ND. #12314 May 15, 22, 29, June 5, 2010.

AFFIDAVIT OF COMPLIANCE
Oregon Laws 2009, Chapter 864, Section 3

I, Susan M. Cason, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned, I was and now am a competent person over the age of eighteen years and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and ~~warrants~~^{warrants}, under the penalty of perjury, that the following is true and correct:

- U.S. Bank National Association did not receive a request for a meeting or loan modification from Marion D. Atkerson and Johnnie Atkerson, as borrowers under the promissory note dated September 19, 2000, in the original principal amount of \$27,684, by the required deadline.

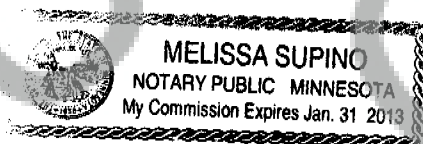
DATED this 1st day of July, 2010.

U.S. BANK NATIONAL ASSOCIATION

Susan M. Cason
By: Susan M. Cason
Title: Real Estate Officer

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

SUBSCRIBED AND SWORN to before me this 1st day of July, 2010, by Susan M. Cason as Real Estate Officer of U.S. Bank National Association.



Melissa Supino
Notary Public for Minnesota