2010-010277 Klamath County, Oregon



08/30/2010 02:58:54 PM

Fee: \$122.00

1St 1567229

RECORDING COVER SHEET FOR NOTICE OF SALE PROOF

OF COMPLIANCE, PER ORS 205.234

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

AFTER RECORDING RETURN TO:

Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101

AFFIDAVIT OF MAILING NOTICE OF SALE

AFFIDAVIT OF PUBLICATION

PROOF OF SERVICE

ORIGINAL GRANTOR: DARRYL SISTO

BENEFICIARY: NationStar Mortgage, LLC

T.S. #: OR-10-358518-SH

Loan #: 0596540349

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

T.S. NO.:

OR-10-358518-SH

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF California } SS COUNTY OF San Diego }

I, David Fry , being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original or copy of notice of sale given under the terms of that certain trust deed described in said notice.

Notice of sale of the real property described in the attached. Notice of Sale was provided as required under Section 20, Chapter 19, Oregon Law 2008, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS

CERTIFIED NO.

SEE ATTACHED

Said person(s) include the grantor of the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor and successor in interest, if any"

Each of the notices so mailed was certified to be a true copy of the original notice of sale by _Brooke Frank_, for FIRST AMERICAN TITLE INSURANCE COMPANY, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail, San Diego, California, on 5/19/2010. Each of said notices was mailed after the notice of default and election to sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

STATE OF California SS COUNTY OF San Diego ?

On **8-26** (O) before me Michelle Nguyen, the undersigned, A Notary Public personally appeared David Fry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature WWW

Aichelle Nguven



9/22

AFFIDAVIT OF MAILING

Date:

5/19/2010

T.S. No.:

OR-10-358518-SH

Loan No.:

0596540349

Mailing:

Notice of Sale

STATE OF California } COUNTY OF San Diego }

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; and that on 5/19/2010, (s)he personally mailed the Notice of Sale, of which the annexed is a true copy, by causing to be deposited in the United States Mail a copy of such Notice of Sale in a sealed envelope, certified or registered mail and first class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

Affiant David Fry

Occupant
3148 CORTEZ ST
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594161145673

DARRYL SISTO 3148 CORTEZ ST KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594161145703

DARRYL SISTO 1663 GREENSPRINGS DR SPC 50 KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594161145734

DARRYL SISTO 3148 CORTEZ ST KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594161145758

DARRYL SISTO 4840 DARWIN PL KLAMATH FALLS, OR 97603 First Class and Cert. No. 71039628594161145765

DARRYL SISTO 3148 CORTEZ ST KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594161145789 DARRYL SISTO 1663 GREENSPRINGS DR SPC 50 KLAMATH FALLS, OR 97601 First Class and Cert. No. 71039628594161145802



TRUSTEE'S NOTICE OF SALE

T.S. No.: OR-10-358518-SH

Reference is made to that certain deed made by, DARRYL SISTO as Grantor to ASPEN TITLE & ESCROW, INC., as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BCK CAPITAL INC., as Beneficiary, dated 2/20/2007, recorded 2/28/2007, in official records of KLAMATH County, Oregon in book/reel/volume No. xxx at page No. xxx fce/file/instrument/microfile/reception No 2007-003464, covering the following described real property situated in said County and State, to-wit:

APN: R536003 R-3909-007BD-04200-000

LOT 24 AND THE NORTH 1/2 OF LOT 25, BLOCK 12, STEWART ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: 3148 CORTEZ ST KLAMATH FALLS, OR 97601

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's:

The installments of principal and interest which became due on 2/1/2010, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Monthly Payment \$989.53 Monthly Late Charge \$49.48

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$108,628.55 together with interest thereon at the rate of 6.3750 per annum from 1/1/2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned trustee will on 9/22/2010 at the hour of 10:00:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statues, at At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

For Sale Information Call: 714-573-1965 or Login to: www.priorityposting.com

Loan No: **0596540349** T.S. No.: **OR-10-358518-SH**

TRUSTEE'S NOTICE OF SALE

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and 'beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by FIRST AMERICAN TITLE INSURANCE COMPANY. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagec, or the Mortgagee's Attorney.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 9/22/2010. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU A NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If

you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you a notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE". You must mail or deliver your proof not later than 8/23/2010 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent paid.

ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENACY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, 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 do not have enough money to pay a lawyer or are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Oregon State Bar: (503) 684-3763; (800) 452-7636 Legal assistance: www.lawhelp.org/or/index.cfm

Dated: 5/19/2010

FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee

3 First American Way Santa Ana, CA 92707

Signature By

Brooke Frank, Assistant Secretary

Quality Loan Service Corp. of Washington as agent for FIRST AMERICAN TITLE INSURANCE COMPANY

2141 5th Avenue San Diego, CA 92101 619-645-7711

For Non-Sale Information:

Quality Loan Service Corp. of Washington

2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

9/22

AFFIDAVIT OF COMPLIANCE WITH OREGON SB 628 (2009)

Original Loan Amount: \$112,500.00 Borrower Name(s):DARRYL SISTO Property Address: 3148 CORTEZ ST

KLAMATH FALLS, OR 97601

TS #: OR-10-358518-SH

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

[]	No Request for Meeting or Loan Modification Received. No request for a meeting modification was received from borrower.	or loan
[]	Meeting Requested But Borrower Unavailable to Schedule Meeting. Borrower remeeting within 30 days of the date the Trustee signed the notice required by Section 2 19, Oregon Laws 2008 ("Law") and sent the required Loan Modification Request For beneficiary or its agent. The beneficiary or beneficiary's authorized agent attempted to borrower by the methods contemplated by Law within 45 days of receiving the loan in request. Borrower did not respond within 7 days of attempted contact. Accordingly, it was required and no meeting occurred.	0, chapter m to contact the nodification
[]	Meeting Occurred. Borrower requested a meeting by telephone or in person within the date the trustee signed the notice required by Law and sent the required Loan Mod Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized a contacted Borrower by the methods allowed by law to schedule a meeting. A meeting 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 mod – prior to the beneficiary determining whether or not to grant borrower's request for a modification. * If you check this box another box still must be checked to address the the requested loan modification.	ify the loan loan
[]	Loan Modification Requested. Borrower Deemed Ineligible. Request Denied. Be requested a loan modification within 30 days of the date the trustee signed the notice of Law and sent the Loan Modification Request Form to beneficiary. The loan modificated was evaluated in good faith within 45 days of receipt. After considering the most current information provided by borrower, the beneficiary or beneficiary's agent determined to borrower is ineligible for a loan modification. Within 45 days of the beneficiary's receiptorrower's Loan Modification Request Form, the beneficiary or beneficiary's authorization to the borrower is ineligible for a loan modification.	equired by ion request ent financial hat eight of
[]	Loan Modification Requested. After Evaluation, Request Denied. Borrower required modification within 30 days of the date the trustee signed the notice required by Law a Loan Modification Request Form to beneficiary or its agent. The loan modification recevaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's aborrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized borrower that borrower's request for a loan modification was depied.	and sent the quest was receipt of

[]	Loan Modification Requested. Borrower Approved for a Modification but Subsequently Defaulted. Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was approved. Borrower subsequently failed to return the executed modification agreement, required down payment, or failed to timely make the payment(s) under the terms of the agreement.		
[[] Loan Modification Requested. Information Provided by Borrower. Request Denied. Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. Within 45 days of receipt of the Loan Modification the beneficiary, or its authorized agent, requested that the borrower(s) submit additional financial information. The requested financial information was received and within 45 days of its receipt a good faith review of the information was completed. Within 45 days of the beneficiary's receipt of the requested financial information the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.			
1]	Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied. Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. Within 45 days of receipt of the Loan Modification the beneficiary, or its authorized agent, requested that the borrower(s) submit additional financial information. Despite the request for financial information from the borrower no financial information was received by the beneficiary or its authorized agent within 30 days of the request. Accordingly, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.		
[]	Other (Specify):		
Pr 86 Dz	ovid 5, O ATEI	Typed Name: Michael Woods Title: Asst. Secretary) ss.		
Сс	unty	of Denten)		
		This instrument was acknowledged before me on 6-28-10 by Michael Woods as Asst. Secretary of Notions for Mortgage.		
		Notary signature My commission expires 7 - 21 - / 4 My COMMISSION EXPIRES February 21, 2014		

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:

Street address: 3148 CORTEZ ST

City: KLAMATH FALLS State: OR ZIP: 97601

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 5/19/2010 to bring your mortgage loan current was \$5,572.03. 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 your lender at 888-811-5279 Or Quality Loan Service of Washington at 866-645-7711 x3704 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: Quality Loan Service Corp. Of Washington

2141 5th Avenue

San Diego, CA 92101

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

Date and time: 9/22/2010 at 10:00:00 AM

Place:

At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR

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 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

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 phone number of an organization near you, please call the statewide phone 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 Web site 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 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 888-850-9398 X3705. If you can't reach your lender, you may contact Quality Loan Service of Washington as agent for trustee at (877) 886-9757. 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

6/18/2010 , 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: 5/19/2010

Quality Loan Service Corp. Of Washington as agent for

Trustee name (print): FIRST AMERICAN TITLE INSURANCE COMPANY

Trustee signature:

By: Brooke Frank

Trustee telephone number: 866-645-7711

703850 OR-10-358518-54

PROOF OF SERVICE JEFFERSON STATE ADJUSTERS

9/12

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**

copies of original, defined to be such by the Atto	They for the Flaintin/Defendant, as follows. TRUSTEES NOTICE OF SALE
FOR THE WITHIN NAMED: Occupants of 3148	Cortez St. Klamath Falls, OR 97601
PERSONALLY SERVED: Original or True Co	opy to within named, personally and in person toat the address below.
SUBSITUTE SERVICE: By delivering an Or of the within named at said abode shown below f	iginal or True Copy to_, a person over the age of 14 who resides at the place of abode or <u>:</u>
OTHER METHOD: By posting the above 1st Attempt: May 22, 2010 2nd Attempt: May 25, 2010 3rd Attempt: May 28, 2010	e-mentioned documents to the Main Entrance of the address below. 10:57AM Posted 1:05 PM Posted 9:25 AM Posted
	ved the within document(s) for service on and after personal inspection, I found the
SUBSTITUTE SERVICE MAILER: 7 addressed to All Known Occupants at the addrest which substitute service was made.	That on the day of June 2, 2010. I mailed a copy of the Trustee's Notice of Sale ress stated in the Trustee's Notice of Sale with a statement of the date, time, and place Signed Signed
3148 Cortez St. Klamath Falls, OR 97601 ADDRESS OF SERVICE	
I further certify that I am a competent person State of Oregon and that I am not a party to n	18 years of age or older and a resident of the state of service of the or an officer, director, or employee of nor attorney for any party, m or corporation served by me is the identical person, firm, or
May 22, 2010 10:57 AM DATE OF SERVICE TIME OF SERVICE or non occupancy	Ву
Subscribed and sworn to before on this / 🤟 day	ROBERT W. BOLENBAUGH
	of June, 2010. Margarel O. Tielsen
OFFICIAL SEAL	// 31

MARGARET A NIELSEN NOTARY PUBLIC-OREGON COMMISSION NO. 426779 MY COMMISSION EXPIRES APRIL 12, 2012

09/22

Notary Public for Óregon

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 # 12362			
Trustee's Notice of Sale			
Sisto			
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 28, June 04, 11, 18, 2010			

Subscribed and sworn by Jeanne P Day before me on: June 22, 2010

Notary Public of Oregon

My commission expires August 22, 2011

TRUSTEE'S NOTICE OF SAI

OFFICIAL SEAL
PATRICIA A BERGSTROM
NOTARY PUBLIC - OREGON
COMMISSION NO. 419602
MY COMMISSION EXPIRES AUGUST 22, 2011

103850 9/a2 Whereof, notice hereby is given that, First American Title Insurance Company, the undersigned trustee will, on 9/22/2010, at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendening the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to www.priorityposting.com.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by First American Title Insurance Company. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return the successful bidder's sole and exclusive remedy shall be the return of monies paid the Tustee and the successful bidder's sole and exclusive remedy shall be the return of monies paid the Tustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the Sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgage. In Mortgage, or the Mortgage or t property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you. YOU SHQULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT OBLIGATION, BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, 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 do not have enough money to pay a lawyer or are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. Oregon State Bar (503) 684-3763; (800) 452-7636 Legal assistance: www.lawflep.org/or/index.ctm Dated: \$7/19/2010 First American Title fusurance Company, as Trustee 3 First American Way Santa Ana, CA 92707 Signature By: Brooke Frank, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for First American Title Insurance Company 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington, 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington, 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington, 2141 5th Avenue San Diego, CA 92101 619-645-7716 I property. Otherwise, the buyer is not your landlord and is not #12362 May 28, June 04, 11, 18, 2010.