

2010-010326

Klamath County, Oregon



00089543201000103260100102

08/31/2010 02:54:51 PM

Fee: \$82.00

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY

1st 1420455

**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.

4151666-DC

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: JOHN W BROWN, JULIE A BROWN

BENEFICIARY: LPP Mortgage LTD

T.S. #: OR-09-285655-SH

Loan #: 1424148631

f


RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE COMPANY
WHEN RECORDED MAIL TO:
Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

4151666
T.S. NO.: **OR-09-285655-SH**

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF **California** } SS
COUNTY OF **San Diego** }

I, **Hue Banh** , 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

SEE ATTACHED

CERTIFIED NO.

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 **5/26/2010**. 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 8.24.10 before me **Michelle Nguyen**, the undersigned, A Notary Public personally appeared **Hue Banh** 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


Michelle Nguyen



AFFIDAVIT OF MAILING

Date: **5/5/2010**
T.S. No.: **OR-09-285655-SH**
Loan No.: **1424148631**
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; is employed in San Diego County that his/her business address is at 2141 5th Avenue San Diego CA 92101, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **5/5/2010**, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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



Affiant Hue Banh

Occupant
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594160136818

JULIE A. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594160136825

Candace Amborn
POB 580
Medford, PA 97501
First Class and Cert. No. 71039628594160136832

JOHN W. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594160136856

JOHN W BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601

First Class and Cert. No. 71039628594160136887

JULIE A BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594160136931

JULIE A BROWN
2300 YALE ST
KLAMATH FALLS, OR 976011468
First Class and Cert. No. 71039628594160136993

JOHN W W BROWN
2300 YALE ST
KLAMATH FALLS, OR 976011468
First Class and Cert. No. 71039628594160137051

JULIE A. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594160137105

OREGON DEPARTMENT OF REVENUE
955 CENTER ST NE
SALEM, OR 97301-2555
First Class and Cert. No. 71039628594160137181

OREGON DEPARTMENT OF REVENUE
C/O BOB FE4 98037 REVENUE AGENT PTAC, COLLECTIONS
PO BOX 14725
SALEM, OR 97309-5018
First Class and Cert. No. 71039628594160137266

ARROW FINANCIAL SERVICES, LLC
2325 CLAYTON ROAD
CONCORD, CA 94520
First Class and Cert. No. 71039628594160137365

ARROW FINANCIAL SERVICES, LLC
C/O DONNA J. SMITH, ATTORNEY
11124 NE HALSEY PMB 680
PORTLAND, OR 97220
First Class and Cert. No. 71039628594160137471

ARROW FINANCIAL SERVICES, LLC
C/O DONNA J. SMITH, ATTORNEY
11124 NE HALSEY
PORTLAND, OR 97220
First Class and Cert. No. 71039628594160137631

ARROW FINANCIAL SERVICES, LLC
C/O DONNA J. SMITH, ATTORNEY
PO BOX 680
PORTLAND, OR 97220

First Class and Cert. No. 71039628594160137747

STATE OF OREGON EMPLOYMENT DEPARTMENT
875 UNION STREET. NE, ROOM 107
SALEM, OR 97311

First Class and Cert. No. 71039628594160137860

STATE OF OREGON EMPLOYMENT DEPARTMENT
875 UNION STREET. NE, ROOM 107
SALEM, OR 97311

First Class and Cert. No. 71039628594160138003

JOHN W. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601

First Class and Cert. No. 71039628594160138126

TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-09-285655-SH**

Reference is made to that certain deed made by, **JOHN W. BROWN AND JULIE A. BROWN, HUSBAND AND WIFE** as Grantor to **ECOM TITLE**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICK LOAN FUNDING**, as Beneficiary, dated **1/2/2007**, recorded **1/19/2007**, in official records of **KLAMATH** County, Oregon in book/reel/volume No. **xxx** at page No. **xxx** fee/file/instrument/microfile/reception No **2007-000972**, covering the following described real property situated in said County and State, to-wit:

APN: R183866
PLEASE SEE ATTACHED

Commonly known as:
2300 YALE STREET
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 7/1/2008, 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 **\$1,609.43**

Monthly Late Charge **\$80.47**

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 **\$167,820.01** together with interest thereon at the rate of **11.0000** per annum from **6/1/2008** 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 **9/13/2010** at the hour of , Standard of Time, as established by section 187.110, Oregon Revised Statutes, at **ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN ST, IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, 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: 714-730-2727 or Login to: www.fidelityasap.com

Loan No: **1424148631**
T.S. No.: **OR-09-285655-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 Mortgagee, 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 9/13/2010. 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 8/14/2010 (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 TENANCY 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.

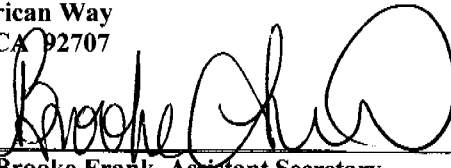
YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT 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: 5/5/2010

**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.

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

LOT 11 IN BLOCK 39 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH THAT PORTION OF VACATED YALE STREET AND VACATED OREGON AVENUE WHICH INURED THERETO.

ALSO LOTS 12, 13, 14, 15 AND 18 IN BLOCK 40 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, TOGETHER WITH THAT PORTION OF VACATED YALE STREET AND VACATED OREGON AVENUE WHICH INURED THERETO.

ALSO THE SOUTHEASTERLY 64 FEET OF LOT 17 AND THE SOUTHEASTERLY 48 FEET OF LOT 16 IN BLOCK 40 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Tax Parcel Number: R183866