

2010-010449

Klamath County, Oregon



00089682201000104490160164

09/02/2010 02:40:54 PM

Fee: \$127.00

**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.

ATE 67796

**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**

*Affidavit of Compliance*

**ORIGINAL GRANTOR: LIZABETH M WHISLER, GARY L WHISLER**

**BENEFICIARY: Mortgage Electronic Registration Systems, Inc.**

**T.S. #: OR-09-280239-SH**

**Loan #: 0124395807**

ATE 127

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

T.S. NO.: OR-09-280239-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 D-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 **LSI TITLE COMPANY OF OREGON, LLC**, 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.

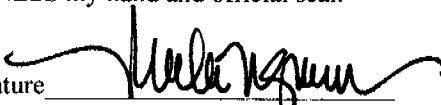
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

STATE OF California } SS  
COUNTY OF San Diego }

On 8.30.10 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   
**Michelle Nguyen**



9/27

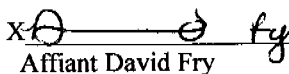
## AFFIDAVIT OF MAILING

Date: **5/26/2010**  
T.S. No.: **OR-09-280239-SH**  
Loan No.: **0124395807**  
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 **5/26/2010**, (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  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161537881

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
Electronic notice pursuant to agreement

GARY L WHISLER JR.  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161537911

LIZABETH M WHISLER  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161538017

GREENPOINT MORTGAGE FUNDING  
C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
First Class and Cert. No. 71039628594161538055

GREENPOINT MORTGAGE FUNDING, INC.  
981 AIRWAY COURT, SUITE E  
SANTA ROSA, CA 95403-2049

First Class and Cert. No. 71039628594161538130

GREENPOINT MORTGAGE FUNDING, INC.  
100 WOOD HOLLOW DR  
NOVATO, CA 94945  
First Class and Cert. No. 71039628594161538222

C/O CORPORATION SERVICE COMPANY  
GREENPOINT MORTGAGE FUNDING, INC.  
285 LIBERTY ST NE  
SALEM, OR 97301  
First Class and Cert. No. 71039628594161538284

GARY L WHISLER  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161538369

GARY L WHISLER JR.  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161538413

LIZABETH M WHISLER  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161538529

LIZABETH M WHISLER  
6221 JUNIPER WAY  
KLAMATH FALLS, OR 97603  
First Class and Cert. No. 71039628594161538550

SUZANNE WHISLER  
625 ROSEWAY DRIVE  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594161538659

C/O GARY L. HEDLUND  
SUZANNE WHISLER  
ATTORNEY AT LAW  
303 PINE STREET  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594161538727

C/O DEPARTMENT OF JUSTICE  
SUZANNE WHISLER  
CHILD SUPPORT SERVICES  
P.O. BOX 14506  
SALEM, OR 97309  
First Class and Cert. No. 71039628594161538796

C/O DEPARTMENT OF HUMAN RESOURCES  
SUZANNE WHISLER

P.O. BOX 14506  
SALEM, OR 97309  
First Class and Cert. No. 71039628594161538888

David F. Wurst  
POB 610  
Medford, PA 7501  
First Class and Cert. No. 71039628594161538970

## TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-09-280239-SH**

Reference is made to that certain deed made by, **GARY L WHISLER JR. AND LIZABETH M WHISLER, TENANTS BY ENTIRETY** as Grantor to **ASPEN TITLE AND ESCROW, INC.**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC.**, as Beneficiary, dated 3/5/2007, recorded 3/13/2007, in official records of **KLAMATH** County, Oregon in book/reel/volume No. xxx at page No. xxx fee/file/instrument/microfile/reception No 2007-004134, covering the following described real property situated in said County and State, to-wit:

**APN: R-3809-036CD-07400-000**

**LOT 27, MQYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. CODE 141 MAP 3809-036CD TL 07400 KEY#452441**

Commonly known as:

**6221 JUNIPER WAY**

**KLAMATH FALLS, OR 97603**

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 2/1/2009, 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 **\$1,138.75**

Monthly Late Charge **\$56.94**

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 **\$158,391.15** together with interest thereon at the rate of **7.6250** per annum from **1/1/2009** 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 **LSI TITLE COMPANY OF OREGON, LLC**, the undersigned trustee will on **9/27/2010** at the hour of **10:00am**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, 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](http://www.priorityposting.com)**

Loan No: 0124395807  
T.S. No.: OR-09-280239-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 LSI TITLE COMPANY OF OREGON, LLC. 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 9/27/2010. 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 8/28/2010 (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](http://www.lawhelp.org/or/index.cfm)**

**Dated: 5/25/2010**

**LSI TITLE COMPANY OF OREGON, LLC, as trustee**  
**3220 El Camino Real**  
**Irvine, CA 92602**

Signature By 

**Brooke Frank, Assistant Secretary**  
**Quality Loan Service Corp. of Washington as agent for**  
**LSI TITLE COMPANY OF OREGON, LLC**  
**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.

706405  
OR-09-280239-SH  
9-27-10

**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 **6221 Juniper Way 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.

1<sup>st</sup> Attempt: May 28, 2010 8:42 AM Posted

2<sup>nd</sup> Attempt: June 2, 2010 10:44 AM Posted

3<sup>rd</sup> Attempt: June 4, 2010 12:31 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 June 8, 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 Meacham*

**6221 Juniper Way 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.

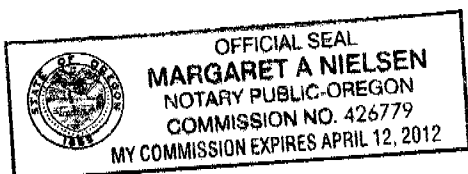
May 28, 2010 8:42 AM  
**DATE OF SERVICE TIME OF SERVICE**

☐ or non occupancy

By:

*Robert W. Bolenbaugh*  
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 8<sup>th</sup> day of June, 2010.



*Margaret A. Nielsen*  
Notary Public for Oregon

09/27

## 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 # 12385

Trustee's Notice of Sale

Whisler, Jr.

a printed copy of which is hereto annexed,  
was published in the entire issue of said  
newspaper for: ( 4 )

Four

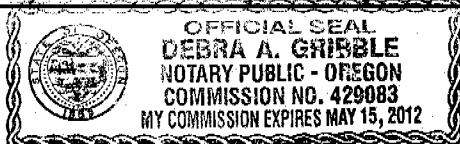
Insertion(s) in the following issues:

June 3, 10, 17, 24, 2010

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day  
before me on: June 25, 2010

*Debra A Grizzle*  
Notary Public of Oregon

My commission expires May 15, 2012

TRUSTEE'S NOTICE OF SALE  
T.S. No.: OR-09-280239-SH

Reference is made to that certain deed made by Gary L. Whisler Jr. and Elizabeth M. Whisler, tenants by entirety as Grantor to Aspen Title and Escrow, Inc., as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Greenpoint Mortgage Funding, Inc., as Beneficiary, dated 3/5/2007, recorded 03/13/2007, in official records of Klamath County, Oregon, in book/Veel/volume No. xxx, at page No. xxx fee/file/instrument/microfilm/reception No. 2007-004134 covering the following described real property situated in said County and State, to wit: APN: R-3809-036CD-07400-000 Lot 27, Mayina, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon. Code 141 Map 3809-036CD TL 07400 Key#452441 Commonly known as: 6221 Juniper Way, Klamath Falls, OR 97603.

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 2/1/2009, 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 \$1,138.75 Monthly Late Charge \$56.94

By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$158,391.15 together with interest thereon at the rate of 7.6250 per annum from 1/1/2009 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, LSI Title Company of Oregon, LLC, the undersigned trustee will, on 9/27/2010, 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 of 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 fees 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](http://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 LSI Title Company of Oregon, LLC. 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 9/27/2010. 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 30 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 8/28/2010 (30 days before the date last 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](http://www.lawhelp.org/or/index.cfm) Dated: 5/25/2010 LSI Title Company of Oregon, LLC, as Trustee 3220 El Camino Real Irvine, CA 92602 Signature By: Brooke Frank, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for LSI Title Company of Oregon, LLC 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. P706405 6/3, 6/10, 6/17, 06/24/2010.

#12385 June 3, 10, 17, 24, 2010.

9/27

**Affidavit of Compliance with SB 628 of 2009**

TS#: OR-09-280239-SH

Borrower name(s): LIZABETH M WHISLER, GARY L WHISLER

Property Address: 6221 JUNIPER WAY

KLAMATH FALLS, OR 97603

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that a person with authority to modify Borrower's loan took the following action prior to the foreclosure sale (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 a meeting or loan modification was received from the Borrower.
- ☐ The Borrower requested a meeting by telephone or in person within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The beneficiary or beneficiary's authorized agent contacted the Borrower by the methods requested by the Borrower within 45 days of receiving the loan modification request, but the Borrower did not respond within 7 days of contact.
- ☐ The Borrower requested a meeting by telephone or in person within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The beneficiary or beneficiary's authorized agent contacted the Borrower by phone or in person and met with the Borrower prior to making a decision on loan modification. \* If you check this box another box still must be checked to address the outcome of the requested loan modification.
- ☐ The Borrower requested a loan modification within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information the Borrower provided, the beneficiary or beneficiary's agent determined that Borrower is ineligible for a loan modification. The Borrower has been notified that Borrower is ineligible for a loan modification.
- ☐ The Borrower requested a loan modification within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The loan modification request was evaluated in good faith within 45 days of receipt, and the loan modification was denied.
- ☐ The Borrower requested a loan modification within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The loan modification request was evaluated in good faith within 45 days of receipt, but Borrower failed to provide information as required.
- ☐ A loan modification was entered, but Borrower failed to comply with its terms.
- ☐ The Borrower requested a loan modification, but did not send the Loan Modification Request Form. The beneficiary or beneficiary's authorized agent contacted the Borrower

by the methods requested by the Borrower, but the Borrower did not respond within 7 days of contact.

TS#: OR-09-280239-SH

[ ] The Borrower requested a loan modification, but did not send the Loan Modification Request Form. The loan modification request was evaluated. After considering the most current financial information the Borrower provided, the beneficiary or beneficiary s agent determined that Borrower is ineligible for a loan modification. The Borrower has been notified that Borrower is ineligible for a loan modification.

☒ The Borrower requested a loan modification, but did not send the Loan Modification Request Form. The loan modification request was evaluated, but Borrower failed to provide information as required.

**If the Borrower s loan modification request was denied, the Beneficiary or Beneficiary s agent provided the grantor with the information described in subsection (1)(b) or (c) of Section 3, chapter 865, Oregon Laws 2009.**

DATED: 7/2/2010

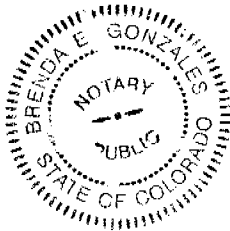
Aurora Loan Services LLC

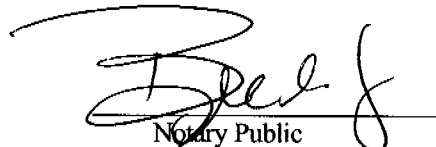


By: CHIRS L. GUSTELLO  
Its: FORECLOSURE SUPERVISOR

STATE OF Colorado  
COUNTY OF Douglas

SUBSCRIBED AND SWORN to me this 07 day of 07, 2010





Notary Public

my commission expires  
09.11.2013

**NOTICE: YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF  
YOU DON'T TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property at 6221 JUNIPER WAY, KLAMATH FALLS, OR 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 a 'foreclosure'

The amount you would have to pay as of **5/18/2009** to bring your mortgage loan current was **\$5,782.75**. 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 **Reinstatement Line: 619-645-7711 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:**

On **9/11/2009 at 10:00:00 AM** and will occur at **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 payoff the loan in full anytime before the sale.

- 3) You can call The Quality Home Retention Department at (619) 645-7711 ext. 1706 to find out if your lender is willing to give you more time or change the terms of your loan.
- 4) You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organization 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 for the Division of Finance and Corporate Securities, Consumer Information Program, at **(866) 814-9710**. 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/public>**. 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.lawhelp.org/or/index.cfm>**.

**WARNING:** You may get offers from people who will 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 mention above before signing.

Dated: 5/18/2009

Trustee Name **LSI TITLE COMPANY OF OREGON, LLC**



**By: Hazel Garcia**

**Trustee telephone number: 800-323-0165**