

2010-010654

Klamath County, Oregon



00089924201000106540080084

09/08/2010 02:57:05 PM

Fee: \$72.00

ATE 67480

**RECORDING COVER SHEET FOR  
NOTICE OF SALE PROOF OF COMPLIANCE  
Per ORS 205.234**

**AFTER RECORDING RETURN TO:  
SHARLA MINOR  
400 COUNTRYWIDE WAY SV-35  
SIMI VALLEY, CA 93065**

TS No.: 10 -0002079

1. AFFIDAVIT OF MAILING AMENDED NOTICE OF SALE / *copy of Amended Notice*
2. ~~AFFIDAVIT OF PUBLICATION AMENDED NOTICE OF SALE~~
3. ~~COPY OF AMENDED NOTICE OF SALE~~

Original Grantor on Trust Deed: KEVIN N LEIGHTY and MARION E LEIGHTY

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

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

ATE 72

# AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, RECONTRUST COMPANY, N.A., the undersigned, being first duly sworn, depose and 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 the beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

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

**See attached Exhibit A for all the mailing address(es).**

Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by RECONTRUST COMPANY, N.A., 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 post office at VENTURA, CALIFORNIA, 08/31/2010. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. 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

County of Ventura

Signature



Subscribed and sworn to (or affirmed) before me on this 2nd day of Sept., 20 10, by Dustin Burke, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

RE: Trust Deed from

Grantor

KEVIN N LEIGHTY and MARION E LEIGHTY

Notary Public for California

Residing at

VENTURA

My commission expires:

MAY 07 2011

RECONTRUST COMPANY, N.A.

Trustee

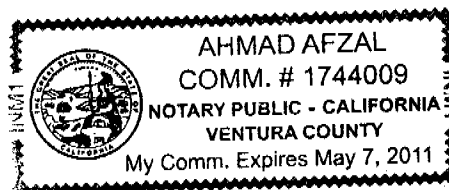
TS No. 10-0002079

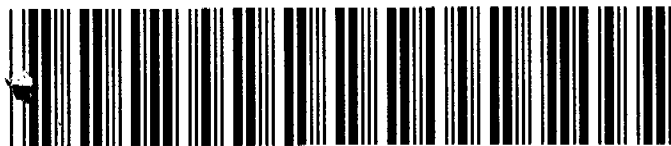
After Recording return to:

400 COUNTRYWIDE WAY SV-35

RECONTRUST COMPANY, N.A.

SIMI VALLEY, CA 93065





04 100002079

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE  
"EXHIBIT A"**

**TS No. 10-0002079**

KEVIN N LEIGHTY 08/31/2010  
1074 Cherry St  
Central Point, OR 97502  
7187 7930 3131 8554 9478

MARION E LEIGHTY 08/31/2010  
1074 Cherry St  
Central Point, OR 97502  
7187 7930 3131 8554 9508

KEVIN N LEIGHTY 08/31/2010  
10554 WRIGHT AVENUE  
KLAMATH FALLS, OR 97603  
7187 7930 3131 8554 9485

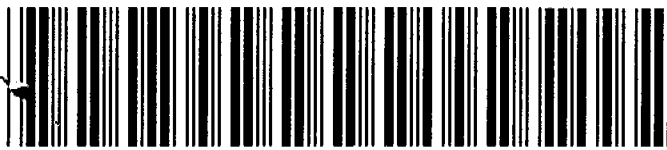
MARION E LEIGHTY 08/31/2010  
10554 WRIGHT AVENUE  
KLAMATH FALLS, OR 97603  
7187 7930 3131 8554 9522

Residents/Occupants 08/31/2010  
10554 WRIGHT AVENUE  
KLAMATH FALLS, OR 97603  
7187 7930 3131 8554 9539

GATEWAY BUSINESS BANK, DBA MISSION HILLS MORTGAGE 08/31/2010  
1403 N. TUSTIN AVE, STE 280  
SANTA ANA, CA 92705  
7187 7930 3131 8554 9546

GATEWAY BUSINESS BANK, DBA MISSION HILLS MORTGAGE 08/31/2010  
2225 PACIFIC BLVD S.E., SUITE 205  
ALBANY, OR 97321  
7187 7930 3131 8554 9553

GATEWAY BUSINESS BANK, CORP 08/31/2010  
18000 STUDERBAKER RD STE 550  
CERRITOS, CA 90703  
7187 7930 3131 8554 9560



04 100002079

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE  
"EXHIBIT A"**

**TS No. 10-0002079**

MISSION HILLS MORTGAGE BANKERS  
18000 STUDERBAKER RD STE 550  
CERRITOS, CA 90703  
7187 7930 3131 8554 9584

08/31/2010

GATEWAY BUSINESS BANK, CORP  
3533 FAIRVIEW INDUSTRIAL DR SE  
C/O 46250-83 NATIONAL REGISTERED AGENTS, INC.  
SALEM, OR 97302-1155  
7187 7930 3131 8554 9577

08/31/2010

MISSION HILLS MORTGAGE BANKERS  
1403 N TUSTIN AVE STE 280  
C/O BARBARA J FRANKO-CHAPMAN  
SANTA ANA, CA 92705  
7187 7930 3131 8554 9591

08/31/2010

FALCON HEIGHTS CONDOMINIUM ASSOCIATION, INC.  
10301 PREDDY AVE  
KLAMATH FALLS, OR 97603  
7187 7930 3131 8554 9607

08/31/2010

FALCON HEIGHTS CONDOMINIUM ASSOCIATION, INC.  
135 SOUTH 9TH ST  
C/O W. LOUELLYN KELLY  
KLAMATH FALLS, OR 97601  
7187 7930 3131 8554 9621

08/31/2010

KEVIN N LEIGHTY  
1074 CHERRY ST  
CENTRAL POINT, OR 97502-3092  
7187 7930 3131 8554 9492

08/31/2010

Dustin Burke

## AMENDED TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by KEVIN N LEIGHTY AND MARION E LEIGHTY, AS TENANTS BY THE ENTIRETY as grantor(s), to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, dated 07/24/2007, recorded 07/25/2007, in the mortgage records of Klamath County, Oregon as Recorder's fee/file/instrument/microfilm/reception Number 2007-013201 covering the following described real property situated in said county and state, to wit:

UNIT 10554, (WRIGHT AVENUE), TRACT 1336 - FALCON HEIGHTS CONDOMINIUMS - STAGE 1 ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 10554 WRIGHT AVENUE  
KLAMATH FALLS, OR 97603

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$682.63 beginning 10/01/2008; plus late charges of \$27.73 each month beginning 10/01/2008 plus prior accrued late charges of \$-360.49 payment plus advances of \$30.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: \$84,510.07 with interest thereon at the rate of 6.75 percent per annum beginning 09/01/2008 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

The Notice of Default and original Notice of Sale given pursuant thereto stated the property would be sold on Friday, June 11, 2010, at the hour of 10:00 AM at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR

. However, subsequent to the recording of said Notice of Default the original proceedings were stayed by order of the court or by proceeding filed under the U.S. Bankruptcy Code or for other lawful reason. Said stay was terminated on 08/09/2010.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Thursday, September 30, 2010 at the hour of 10:00 AM in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR

, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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 ORS 86.753 has the right, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by paying to the Beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of in the notice of default that is capable of being cured by tendering the performance required under the obligation that the Trust Deed secures, and in addition to paying said sums or tendering the performance necessary to cure the default by paying all costs and

expenses actually incurred in enforcing the obligation and Trust Deed, together with the Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation that the Trust Deed secures, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

#### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for Thursday, September 30, 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 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 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 08/31/2010 (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 you 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**

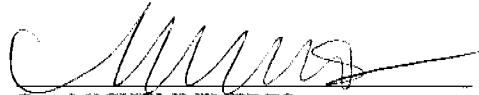
The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs 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 YOU MADE OR PREPAID RENT YOU PAID 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 YOUR 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 at 503-684-3763 or toll-free in Oregon at 800-452-7636 and ask for the lawyer referral service. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated

8/25, 2010

**RECONTRUST COMPANY, N.A.**



By: MICHELE EVERTS

Title: **Team Member**

For further information, please contact:

RECONTRUST COMPANY, N.A.  
RECONTRUST COMPANY, N.A.  
1800 Tapo Canyon Rd., CA6-914-01-94  
SIMI VALLEY, CA 93063  
(800)-281-8219  
TS No. 10 -0002079

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, by  
RECONTRUST COMPANY, N.A., as Trustee.

Notary Public for \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(SEAL)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE  
USED FOR THAT PURPOSE. HOWEVER IF YOU HAVE OR ARE IN THE PROCESS OF  
OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS  
DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF  
LIEN. RIGHTS AGAINST THE PROPERTY.