

2010-013800

Klamath County, Oregon



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12/03/2010 09:32:47 AM

Fee: \$117.00

RECORDING COVER SHEET
Trust Deed Foreclosure
ORS 205.234

After Recording Return to:
Daniel W. Seitz
P. O. Box 209
Roseburg, OR 97470

Name(s) of Transactions:

- Affidavit of Mailing Trustee's Notice of Sale and Consumer Notices with attached Exhibits "A" and "B"
- Affidavit of Service on Occupants with attached Exhibit "A"
- Affidavit of Publication

Original Grantor of Trust Deed: Ronald James Collman

Beneficiary: Sheri Ann VanHorn and JoAnne C. Phillips, as to an undivided 57% interest, and Kenneth Phillips and JoAnne C. Phillips, Trustees or their Successors in Trust under the Phillips Loving Trust, dated June 23, 1997, and any amendments thereto, as to an undivided 43% interest,

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
AND CONSUMER NOTICES**

STATE OF OREGON)
) ss.
County of Douglas)

I, 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 Oregon, a competent person over the age of 18 years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale, attached and incorporated as Exhibit "A" (hereafter "Notice of Sale") given under the terms of that certain deed described in said notice.

1. Mailing Notice to Grantor and Other Interested Persons (ORS 86.737 and ORS 86.740)

I gave notice of the sale of the real property described in the 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:

Ronald James Collman
4701 Hope Street
Klamath Falls, Oregon 97603

Ms. Nancy Whitcroft
4701 Hope Street
Klamath Falls, Oregon 97603

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.

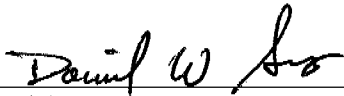
2. Providing Consumer Notice

In that same mailing to the grantor in the Trust Deed, I included a true copy of a Consumer Notice regarding this Trust Deed as required by ORS 86.737, a copy of which is attached and incorporated as Exhibit "B" hereto (hereafter "Consumer Notice").

3. Manner of Providing Notice

Each of the notices so mailed was certified to be a true copy of the original notice of sale, each such copy was contained in a sealed envelope, with postage thereon fully prepared, and was deposited by me in the United States post office at Roseburg, Oregon, on the 4th day of August, 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 the 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.

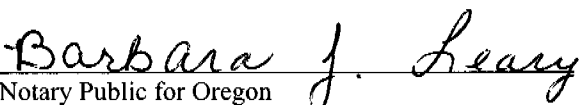
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.



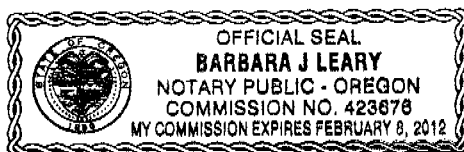
Daniel W. Seitz

I certify that I know or have satisfactory evidence that Daniel W. Seitz is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 1, 2010



Notary Public for Oregon



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Ronald James Collman, as grantor, to First American Title Insurance Company of Oregon, as trustee, in favor of Sheri Ann VanHorn and JoAnne C. Phillips, as to an undivided 57% interest and Kenneth Phillips and JoAnne C. Phillips, trustees of the Phillips Loving Trust dated June 23, 1997, as to an undivided 43% interest, as beneficiary, dated December 21, 2009, recorded January 14, 2010, in the mortgage records of Klamath County, Oregon, as Instrument No. 2010-000486, covering the following described real property situated in said county and state, to-wit:

Lot 24, Block 4, Tract No. 1087, Known as First Addition to Banyon Park,
According to the Official Plat thereof on file in the Office of the County Clerk of
Klamath County, Oregon.

PROPERTY ADDRESS: 4701 Hope Street, Klamath Falls, Oregon 97603

An appointment of Daniel W. Seitz as successor trustee was recorded August 3, 2010, in the records of Klamath County, Oregon, as Recorder's No. 2010-009120.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed 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 \$350.00 beginning April 8, 2010; plus late charges of \$17.50 per month beginning April 24, 2010; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. By reason of said default the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, said sums being the following, to-wit: \$35,000.00 with interest thereon at the rate of twelve percent (12%) per annum beginning February 9, 2010; plus late charges of \$17.50 each month beginning April 24, 2010 until paid; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on December 20, 2010, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: the front steps of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, 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 for reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee either by personal delivery to the trustee's physical office at 420 SE Jackson Street, Roseburg, Oregon, or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in his notice. Due to

potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Notice is further given that any person named in ORS 86.753 has the right, at any time 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 payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents. 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, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" included their respective successors in interest, if any.

The sale is subject to the trustee's rules of auction.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for December 20, 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 November 21, 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

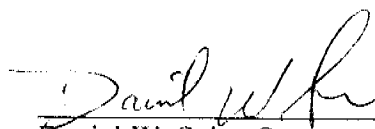
BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING

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 with this matter, you may 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 have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice. Oregon State Bar: PO Box 231935, Tigard, OR 97281; Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website 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> or Legal Aid Services of Oregon: 403 Pine Street, Klamath Falls, Oregon 97601-6020; (541)273-0533.

DATED THIS 4th day of August, 2010.


Daniel W. Seitz, Successor Trustee

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN
ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

**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:
4701 Hope Street, Klamath Falls, Oregon 97603**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure". The amount you would have had to pay as of August 4, 2010 to bring your mortgage loan current was \$2,970.00. The amount you must now pay to bring your loan current may have increased since that date. By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 1-541-673-2667 or 1-877-837-3956 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: Daniel W. Seitz, 420 SE Jackson Street, P. O. Box 209, Roseburg, OR 97470.

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

**Date and time: December 20, 2010 at 10:00 a.m.
Place: The Front Steps of Klamath County Courthouse
316 Main Street, Klamath Falls, Oregon**

**THIS IS WHAT YOU CAN DO
TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Daniel W. Seitz 1-541-673-2667 or 1-877-837-3956 to request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **1-800-SAFENET (1-800-723-3638)**. You may also wish to talk

to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bars Lawyer Referral Service at 1-503-684-3763 or toll-free in Oregon at **1-800-452-7636** or you may visit its website 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, the monthly payment or both. You can get information about possible loan modification programs by contacting your lender at 1-541-673-2667 or 1-877-837-3956. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan. Information on federal loan modification programs is located at <http://www.makinghomeaffordable.gov>.

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: 1-800-723-3638. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: 1-800-723-3638.

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 SEPTEMBER 4, 2010, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: August 4, 2010

131 DANIEL W SEITZ

Daniel W. Seitz, Trustee

Trustee phone number:

1-541-673-2667 or

1-877-837-3956

AFFIDAVIT OF SERVICE ON OCCUPANTS

STATE OF OREGON)
) ss.
 County of Klamath)

I, Cale ~~Aritola~~ ^{Aritola}, being first duly sworn, depose and say:

That I am, and have been at all material times hereto, a competent person over the age of eighteen years and a resident of Klamath County, State of Oregon. I am not a party to, an attorney in, or interested in any suit or action involving the property described below.

I certify that I served adult occupants by delivering a true copy of the Trustee's Notice of Sale attached and incorporated hereto as Exhibit "A" on all adult occupants of the real property described in the Trustee's Notice of Sale by delivering a copy personally to them, as follows:

- a. To Tracy Whitcroft personally on the 6th day of August, 2010, at 12:13 PM
P.m.
- b. To Ronald James Collman personally on the 12th day August, 2010, at
12:36 P.m.

I certify that service of the Trustee's notice of Sale attached and incorporated hereto as Exhibit "A" was made on the occupants of the real property described in the Trustee's Notice of Sale as follows:

- First Attempt: August 6, 2010 at 12:13 P.m. - posted a true copy of the Trustee's Notice of Sale in a conspicuous place on the real property.
- Second Attempt: August 9, 2010 at 10:13 A.m. - posted a true copy of the Trustee's Notice of Sale in a conspicuous place on the real property.
- Third Attempt: August 12, 2010 at 12:36 P.m. - posted a true copy of the Trustee's Notice of Sale in a conspicuous place on the real property.

That service of the Trustee's Notice of Sale attached and incorporated as Exhibit "A" hereto was made on the occupants of the real property described in the Trustee's Notice of Sale by mailing a true copy of the Trustee's Notice of Sale to the address of the real property in an envelope addressed to "Occupant" on the 18th * day of August *, 2010.

I declare under the penalty of perjury that the above statements are true and correct.

[Signature]
 Cale ~~Aritola~~ ^{Aritola}

SUBSCRIBED AND SWORN to before me this 18 day of August, 2010.

[Signature]
 Notary Public for Oregon

my commission expires
Dec 12, 2011



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Ronald James Collman, as grantor, to First American Title Insurance Company of Oregon, as trustee, in favor of Sheri Ann VanHorn and JoAnne C. Phillips, as to an undivided 57% interest and Kenneth Phillips and JoAnne C. Phillips, trustees of the Phillips Loving Trust dated June 23, 1997, as to an undivided 43% interest, as beneficiary, dated December 21, 2009, recorded January 14, 2010, in the mortgage records of Klamath County, Oregon, as Instrument No. 2010-000486, covering the following described real property situated in said county and state, to-wit:

Lot 24, Block 4, Tract No. 1087, Known as First Addition to Banyon Park,
According to the Official Plat thereof on file in the Office of the County Clerk of
Klamath County, Oregon.

PROPERTY ADDRESS: 4701 Hope Street, Klamath Falls, Oregon 97603

An appointment of Daniel W. Seitz as successor trustee was recorded August 3, 2010, in the records of Klamath County, Oregon, as Recorder's No. 2010-009120.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed 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 \$350.00 beginning April 8, 2010; plus late charges of \$17.50 per month beginning April 24, 2010; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. By reason of said default the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, said sums being the following, to-wit: \$35,000.00 with interest thereon at the rate of twelve percent (12%) per annum beginning February 9, 2010; plus late charges of \$17.50 each month beginning April 24, 2010 until paid; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on December 20, 2010, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: the front steps of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, 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 for reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee either by personal delivery to the trustee's physical office at 420 SE Jackson Street, Roseburg, Oregon, or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in his notice. Due to

potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Notice is further given that any person named in ORS 86.753 has the right, at any time 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 payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents. 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, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" included their respective successors in interest, if any.

The sale is subject to the trustee's rules of auction.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for December 20, 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.

Exhibit A
Page 2 of 4

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 November 21, 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.

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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

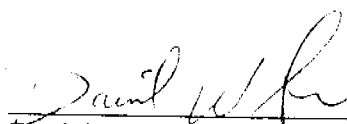
BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING

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 with this matter, you may 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 have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice. Oregon State Bar: PO Box 231935, Tigard, OR 97281; Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website 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> or Legal Aid Services of Oregon: 403 Pine Street, Klamath Falls, Oregon 97601-6020; (541)273-0533.

DATED THIS 4th day of August, 2010.


Daniel W. Seitz, Successor Trustee

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN
ATTEMPT TO COLLECT A DEBT. ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.

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 # 12785

Trustee's Notice of Sale

Collman

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:

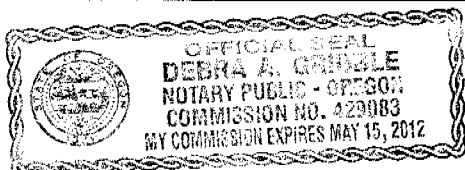
October 28, November 04, 11, 18, 2010

Total Cost: \$1,167.15

Subscribed and sworn by Jeanine P Day
before me on: November 19, 2010

Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Ronald James Collman, as grantor, to First American Title Insurance Company of Oregon, as trustee, in favor of Sheri Ann VanHorn and JoAnne C. Phillips, as to an undivided 57% interest and Kenneth Phillips and JoAnne C. Phillips, trustees of the Phillips Loving Trust dated June 23, 1997, as to an undivided 43% interest, as beneficiary, dated December 21, 2009, recorded January 14, 2010, in the mortgage records of Klamath County, Oregon, as Instrument No. 2010-000486, covering the following described real property situated in said county and state, to-wit: **Lot 24, Block 4, Tract No. 1087, Known as First Addition to Banyon Park, According to the plat thereon on file in the Office of the County Clerk of Klamath County, Oregon. PROPERTY ADDRESS: 4701 Hope Street, Klamath Falls, Oregon 97603. An appointment of Daniel W. Seitz as successor trustee was recorded August 3, 2010, in the records of**

trustee was recorded August 3, 2010, in the records of Klamath County, Oregon, as Recorder's No. 2010-009120.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed 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 \$350.00 beginning April 8, 2010; plus late charges of \$17.50 per month beginning April 24, 2010; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, said sums being the following, to-wit: \$35,000.00 with interest thereon at the rate of twelve percent (12%) per annum beginning February 9, 2010; plus late charges of \$17.50 each month beginning April 24, 2010 until paid; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on **December 20, 2010**, at the hour of **10:00 o'clock a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: the front steps of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, 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 for reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee either by personal delivery to the trustee's physical office at 420 SE Jackson Street, Roseburg, Oregon, or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in his notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Notice is further given that any person named in ORS 86.753 has the right, at any time 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 payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents. 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, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" included their respective successors in interest, if any.

The sale is subject to the trustee's rules of auction.

DATED THIS 4th day of August, 2010.

/s/ Daniel W. Seitz, Daniel W. Seitz, Successor Trustee

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

#12785 October 28, November 04, 11, 18, 2010.