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2010-014311

Klamath County, Oregon



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RECORDING COVER SHEET
Pursuant to ORS 205.234

12/17/2010 03:26:19 PM

Fee: \$147.00

After recording return to:

Northwest Trustee Services, Inc.

As successor trustee

Attention: Chris Ashcraft

P.O. Box 997

Bellevue, WA 98009-0997

- 1. AFFIDAVIT OF MAILING – NOTICE OF FORECLOSURE**
- 2. NOTICE OF FORECLOSURE**
- 3. AFFIDAVIT OF NO TIMLEY RECEIPT OF REQUEST FOR LOAN
MODIFICATION/MEETING UNDER ORS 86.737**
- 4. AFFIDAVIT OF MAILING – TRUSTEE'S NOTICE OF SALE**
- 5. TRUSTEE'S NOTICE OF SALE**
- 6. PROOF OF SERVICE**
- 7. AFFIDAVIT OF PUBLICATION**

**Original Grantor(s) on Trust Deed: Kelly J. Collins and Michael H. Collins, as tenants by
the entirety**

**Beneficiary: Mortgage Electronic Registration Systems, Inc. solely as nominee for
Financial Capital, Inc.**

**THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE
ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS CONTAINED IN**

147 and

Ms. Nancy Ketcham

October 18, 1995

Page 3

**THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN
THE INSTRUMENT ITSELF.**

AFFIDAVIT OF MAILING NOTICE OF FORECLOSURE

STATE OF WASHINGTON, County of KING) ss:

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 Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original Notice of Foreclosure given under the terms of that certain deed described in said notice.

I gave notice of the sale of the real property described in the attached Notice of Foreclosure as required by Section 20 of Chapter 19, Oregon Laws 2008 ("Bill") 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

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 and to the occupant residing in the Property.

Each of the notices so mailed was certified to be a true copy of the original Notice of Foreclosure, 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 Bellevue, Washington, on 9/8/10. 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 was recorded. The form of the notice complies with Sections 20 and 21 of the Bill and a copy is enclosed with this affidavit.

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

Manson Kraw

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Manson Kraw is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-8-10

**AFFIDAVIT OF MAILING NOTICE OF
FORECLOSURE**
RE: Trust Deed from
Collins, Kelly and Michael
Grantor
to
Northwest Trustee Services, Inc.,
Trustee
File No. 7236.22501

After recording return to:
Northwest Trustee Services, Inc.
Attn: Chris Ashcraft
P.O. Box 997
Bellevue, WA 98009-0997

[Signature]
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My commission expires 4-22-2013

DANE L. GILL
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-22-13

EXHIBIT A

Kelly J. Collins
2011 Wantland Avenue
Klamath Falls, OR 97601

Kelly J. Collins
PO Box 434
Tulelake, CA 96134

Kelly J. Collins
PO Box 424
Macdoel, CA 96058

Occupant(s)
2011 Wantland Avenue
Klamath Falls, OR 97601

7236.22501
Chris Ashcraft

Michael H. Collins
2011 Wantland Avenue
Klamath Falls, OR 97601

Michael H. Collins
PO Box 434
Tulelake, CA 96134

Michael H. Collins
PO Box 424
Macdoel, CA 96058

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:

2011 Wantland Avenue
Klamath Falls, OR 97601

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of 09/08/2010 (date) to bring your mortgage loan current was \$2988.56. 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 (866) 254-5790 to find out the exact amount you must pay bring your to 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:

Northwest Trustee Services, Inc.
PO Box 997
Bellevue, WA 98009-0997

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

Date and time: 01/14/2011 at 10:00 AM

Place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls OR

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you 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 phone number of an organization near you, please call the statewide phone contact number at **800-SAFENET (800-723-3638)**.

You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its Web site at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at (800) 818-6032. 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.

You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: **800-SAFENET (800-723-3638)**. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: <http://www.makinghomeaffordable.gov/>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY 10/08/2010, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

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

DATED: 09/08/2010

Trustee contact name: Chris Ashcraft

Trustee telephone number: 425-586-1900

7236.22501/Collins, Kelly and Michael

LOAN MODIFICATION/MEETING REQUEST FORM

Your home is at risk of foreclosure. There may be options available to help you keep your home. If you want to request a loan modification, you must return this form to the address below by 10/08/2010, which is 30 days from the date the Trustee signed the accompanying Notice:

**Northwest Trustee Services, Inc.
PO Box 997
Bellevue, WA 98009-0997**

There may be options available to you, including:

- 1) Modifying your loan terms
- 2) Temporarily lowering payments
- 3) Scheduling payments to cure the arrears
- 4) Temporary suspension of payments
- 5) Other options based on your lender and the type of loan.

In order to discuss your loan options, you should gather and provide the following documents:

- 1) Last year's tax returns
- 2) Pay stubs for the last 2 months
- 3) Bank statements for the last 3 months
- 4) Other documents showing your financial hardship status
- 5) Your lender may request that you complete additional forms or provide additional information

RETURNING THIS REQUEST DOES NOT MODIFY YOUR LOAN. Your lender is required to contact you within 45 days after you return this form to discuss a possible loan modification. The foreclosure sale will not occur until your lender has contacted you about your request. **YOUR LENDER IS NOT REQUIRED TO MODIFY YOUR LOAN.** The foreclosure sale may proceed if your loan is not modified.

REQUEST A MEETING. Before the lender responds to your request for a loan modification, you may request **IN WRITING** a meeting with the lender by sending your written request for a meeting to:

**Northwest Trustee Services, Inc.
PO Box 997
Bellevue, WA 98009-0997**

Upon receipt of your written request for a meeting, the lender will attempt to contact you by mail, telephone or e-mail to schedule a meeting in person or by telephone at the lender's option. NOTE: It is important that you respond immediately to any contact from your lender to schedule a meeting that you have requested. If you do not respond within 7 days from the date your lender attempts to contact you to schedule a meeting, your lender may refuse to meet, deny your request for consideration of a loan modification and resume foreclosure activities.

File No. 7236.22501
Loan No.: 0011223112
Borrower Name: Collins, Kelly and Michael
Property Address: 2011 Wantland Avenue, Klamath Falls, OR 97601

Please indicate where your lender may contact you:

Mailing Address: _____

Home Telephone Number: _____ Work Telephone Number: _____

Email: _____ (providing your e-mail address authorizes the lender or its agent to communicate with you by e-mail concerning your request for loan modification consideration and for the purpose of scheduling and confirming a meeting.

Affidavit of No Timely Receipt of Request for Loan
Modification or Meeting ORS 86.737

Re: Trust Deed from

**Kelly J. Collins and Michael H. Collins, as tenants
by the entirety**

Grantor

to

Northwest Trustee Services, Inc.

Trustee

File No. **7236.22501**

**Affidavit of No Timely Receipt of Request for Loan Modification/Meeting
Under ORS 86.737**

Original Loan Amount: \$45,000.00

Borrower name(s): Collins, Kelly and Michael

Property Address: 2011 Wantland Avenue, Klamath Falls, OR 97601

The undersigned is an employee of the trustee under the trust deed securing the above-referenced loan and is executing this affidavit on behalf of the trustee. The undersigned is at least 18 years of age and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and avers, under the penalty of perjury, that the following is true and correct:

No Request for Meeting or Loan Modification Received. The trustee duly mailed to the borrower(s) identified above the notice required by ORS 86.737 ("Notice"). With the Notice, the trustee also included the form contemplated by ORS 86.737 on which the borrower(s) could elect to ask the beneficiary to consider granting a loan modification ("Form"). The Notice also invited the borrower(s) to request a meeting. The Notice and/or request form instructed the borrower(s) to submit the request for modification and/or meeting to the trustee at the address provided in the Notice and/or form. The Notice also provided a deadline date by which the trustee would need to receive from the borrower(s) a request for loan modification or request for a meeting. The trustee did not receive a request for loan modification form or request for meeting from the borrower(s) before the deadline set forth in the Notice.

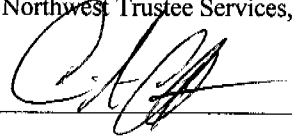
Limited Agency. In executing this affidavit, the trustee is acting as the beneficiary's agent for the sole and limited purpose of executing this affidavit.

Disclaimer. The trustee is executing and recording this affidavit only because title insurers have compelled it to do so as a title insurance underwriting requirement. The trustee does not believe that an affidavit is legally required by ORS 86.737 in circumstances where the borrower has not timely submitted a request for a loan modification or a meeting under the ORS 86.737.

No Statement Concerning Borrower's Other Contacts with the Beneficiary. Nothing in this affidavit may be construed as an averment that the borrower has not contacted the beneficiary to arrange a meeting or discuss a loan modification or other arrangement outside the procedural framework of ORS 86.737.

DATED: 12/16/10

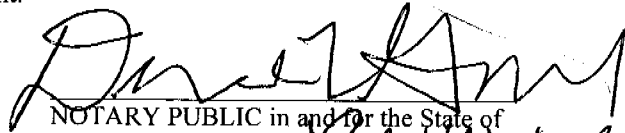
Northwest Trustee Services, Inc.

By: 

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Chris Ashcraft is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12-16-10


NOTARY PUBLIC in and for the State of
Washington, residing at Bethesda
My commission expires 9-22-13

DANE L. GILL
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
09-22-13

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON, County of KING) ss:

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 Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

I gave notice of the 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:

Kelly J. Collins
2011 Wantland Avenue
Klamath Falls, OR 97601

Michael H. Collins
2011 Wantland Avenue
Klamath Falls, OR 97601

Kelly J. Collins
PO Box 434
Tulelake, CA 96134

Michael H. Collins
PO Box 434
Tulelake, CA 96134

Kelly J. Collins
PO Box 424
Macdoel, CA 96058

Michael H. Collins
PO Box 424
Macdoel, CA 96058

Occupant(s)
2011 Wantland Avenue
Klamath Falls, OR 97601

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
RE: Trust Deed from
Collins, Kelly and Michael
Grantor
to
Northwest Trustee Services, Inc.,
Trustee **File No. 7236.22501**

After recording return to:
Northwest Trustee Services, Inc.
Successor by merger to Northwest Trustee Services, PLLC
(formerly known as Northwest Trustee Services, LLC)
Attn: Chris Ashcraft
P.O. Box 997
Bellevue, WA 98009-0997

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, 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 Bellevue, Washington, on 9-14-10. 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.

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

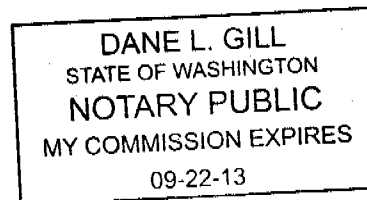
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

Bryan Piper

I certify that I know or have satisfactory evidence that Bryan Piper is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9-14-10

Dane L. Gill
NOTARY PUBLIC in and for the State of
Washington, residing at Bellevue
My commission expires 9-22-13



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Kelly J. Collins and Michael H. Collins, as tenants by the entirety, as grantor, to First American Title Insurance Company of Oregon, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Financial Capital, Inc., as beneficiary, dated 08/14/06, recorded 08/17/06, in the mortgage records of Klamath County, Oregon, as 2006-016591 and subsequently assigned to Deutsche Bank National Trust Company, as Trustee, on behalf of the holders of Terwin Mortgage Trust 2006-17HE Asset-Backed Certificates, Series 2006-17HE by Assignment, covering the following described real property situated in said county and state, to wit:

The East 34 feet 6 inches of Lot 10 Block 200 Mills Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

More accurately described as:

The East 34 feet 6 inches of Lot 10, Block 200, Mills Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 2011 Wantland Avenue
Klamath Falls, OR 97601

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 \$330.19 beginning 04/01/10; plus late charges of \$16.50 each month beginning 04/16/10; plus prior accrued late charges of \$0.00; plus advances of \$138.32; 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: \$43,542.30 with interest thereon at the rate of 8 percent per annum beginning 03/01/10; plus late charges of \$16.50 each month beginning 04/16/10 until paid; plus prior accrued late charges of \$0.00; plus advances of \$138.32; together with title expense, costs, trustee's fees and attorneys 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 hereby is given that the undersigned trustee will on January 14, 2011 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: inside the 1st floor lobby 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's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this 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. Lender bid information is also available at the trustee's website, www.northwesttrustee.com. Notice is further given that any

person named in ORS 86.753 has the right, at any time prior to 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" 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 January 14, 2011. 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 December 15, 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 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for 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. Information about whom to contact for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

Dated: SEPTEMBER 8, 2010

Northwest Trustee Services, Inc.

By 

Assistant Vice President,

Northwest Trustee Services, Inc.

For further information, please contact:

Chris Ashcraft
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900
File No. 7236.22501/Collins, Kelly and Michael

State of Washington, County of King) ss:

I, the undersigned, certify that the foregoing is a complete and accurate copy of the original trustee's notice of sale.

By Authorized Signer

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

723622501 / COLLINS
ASAP# 3728699

NTSERV

AFFIDAVIT OF SERVICE

STATE OF OREGON
County of Klamath

ss.

I, Gabriel Martinez, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale; Notice Pursuant to the Fair Debt Collection Practices Act 15 U.S.C. 1692 upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

2011 Wantland Avenue
Klamath Falls, OR 97601

By delivering such copy, personally and in person to Roblee Curry, at the above Property Address on September 13, 2010 at 3:00 PM.

On 09/10/2010 at 2:15 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

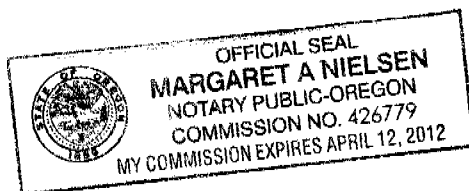
The effective date of service upon an occupant at the Property Address is 09/10/2010 as calculated pursuant to ORS 86.750 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME
this 17 day of September 20 10
by Gabriel Martinez.

Margaret A. Nielsen
Notary Public for Oregon

X *[Signature]*
Gabriel Martinez
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



241874

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 # 12807

Trustee's Notice of Sale

Collins

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:

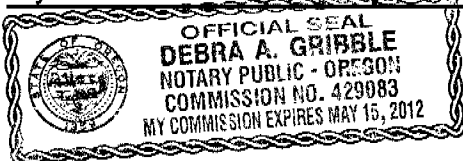
October 20, 27, November 03, 10, 2010

Total Cost: \$1,295.55

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: November 10, 2010

Debra A Gribble
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 Kelly J. Collins and Michael H. Collins, as tenants by the entirety, as grantor, to First American Title Insurance Company of Oregon, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Financial Capital, Inc., as beneficiary, dated 08/14/06, recorded 08/17/06, in the mortgage records of Klamath County, Oregon, as 2006-016591 and subsequently assigned to Deutsche Bank National Trust Company, as Trustee, on behalf of the holders of Terwin Mortgage Trust 2006-17HE Asset-Backed Certificates, Series 2006-17HE by Assignment, covering the following described real property situated in said county and state, to wit: The East 34 feet 6 inches of Lot 10 Block 200 Mills Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. More accurately described as: The East 34 feet 6 inches of Lot 10, Block 200, Mills Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon. PROPERTY ADDRESS: 2011 Wantland Avenue Klamath Falls, OR 97601.

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 \$330.19 beginning 04/01/10; plus late charges of \$16.50 each month beginning 04/16/10; plus prior accrued late charges of \$0.00; plus advances of \$138.32; 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: \$43,542.30 with interest thereon at the rate of 8 percent per annum beginning 03/01/10; plus late charges of \$16.50 each month beginning 04/16/10 until paid; plus prior accrued late charges of \$0.00; plus advances of \$138.32; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums ad-

vanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on January 14, 2011 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: inside the 1st floor lobby 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's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this 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. Lender bid information is also available at the trustee's website, www.northwesttrustee.com. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to 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" include their respective successors in interest, if any. The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com. Northwest Trustee Services, Inc. For further information, please contact: Chris Ashcraft Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 586-1900 Collins, Kelly and Michael (TS# 7236.22501) 1002.173612-FEI.
#12807 October 20, 27, November 03, 10, 2010.

Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

I, Jeanine P. Day, Business Manager,
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a newspaper in general circulation, as
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aforesaid county and state; that I know from
my personal knowledge that the

Legal # 12814

Trustee's Notice of Sale

Collins

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:

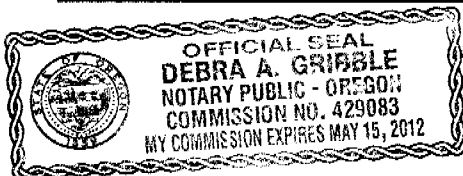
October 21, 28, November 04, 11, 2010

Total Cost: \$2,605.23

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: November 11, 2010

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



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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" 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 January 14, 2011. 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 December 15, 2010 (the date of 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 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for 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. Information about whom to contact for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/pub/Uc/r/Mowcostlegalhelp/legalaid.html>. The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com. Dated: 09/08/2010 Northwest Trustee Services, Inc. By: Chris Ashcraft Assistant Vice President Northwest Trustee Services, Inc. For further information, please contact: Chris Ashcraft Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 (425) 586-1900 File No. 7236.22501/Collins, Kelly and Michael THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. ASAP# 3728699 10/21/2010, 10/28/2010, 11/04/2010, 11/11/2010. #12814 October 21, 28, November 04, 11, 2010.