

2011-001069

Klamath County, Oregon



00096044201100010690230235

01/28/2011 03:13:49 PM

Fee: \$157.00

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

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

1628029  
4539183

**AFTER RECORDING RETURN TO:**

Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101

**AFFIDAVIT OF MAILING NOTICE OF SALE**

**AFFIDAVIT OF PUBLICATION**

**PROOF OF SERVICE**

**ORIGINAL GRANTOR: MARY D. KEITH**

**BENEFICIARY: MetLife Home Loans, a division of MetLife Bank, N.A.**

**T.S. #: OR-10-386230-NH**

**Loan #: 0053098893**

F

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

T.S. NO.: OR-10-386230-NH

(Above Space is for Recorder's Use)

**AFFIDAVIT OF MAILING NOTICE OF SALE**

STATE OF California } SS  
COUNTY OF San Diego }

I, David Fry ~~David Fry~~ David Fry, being first duly sworn, depose, say and certify that:  
At all times hereinafter mentioned I was and now am a resident of the State of California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original or copy of notice of sale given under the terms of that certain trust deed described in said notice.

Notice of sale of the real property described in the attached Notice of Sale was provided as required under Section 20, Chapter 19, Oregon Law 2008, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS

CERTIFIED NO.

SEE ATTACHED

Said person(s) include the grantor of the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor and successor in interest, if any"

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Angelica Castillo for FIRST AMERICAN TITLE INSURANCE COMPANY, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail, San Diego, California, on 10/19/2010. Each of said notices was mailed after the notice of default and election to sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

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

STATE OF California } SS  
COUNTY OF San Diego }

On 1.24.2011 before me Michelle Nguyen, the undersigned, A Notary Public personally appeared David Fry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Michelle Nguyen



# AFFIDAVIT OF MAILING

Date: 10/19/2010  
 T.S. No.: OR-10-386230-NH  
 Loan No.: 0053098893  
 Mailing: Notice of Sale

STATE OF California }  
 COUNTY OF San Diego }

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2141 5th Avenue San Diego CA 92101, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on 10/19/2010, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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

X David Fry  
 Affiant David Fry

MARY D KEITH  
 141821 LAKE VISTA WAY  
 CRESENT LAKE, OR 97425  
 First Class and Cert. No. 71039628594172409832

MARY D KEITH  
 859 NE 1ST ST  
 BEND, OR 97701  
 First Class and Cert. No. 71039628594172409924

Occupant  
 141821 LAKE VISTA WAY  
 CRESENT LAKE, OR 97425  
 First Class and Cert. No. 71039628594172410005

CASINO CAPITAL RESOURCES, INC.  
 2533 N CARSON ST STE 4372  
 CARSON CITY, NV 89706-0242  
 First Class and Cert. No. 71039628594172410067

WEST COAST BANK  
 C/O SHANNON RAYE MARTINEZ - SAALFELD GRIGGS PC  
 PO BOX 470  
 SALEM, OR 97308-0470  
 First Class and Cert. No. 71039628594172410159

MARY D KEITH  
141821 LAKE VISTA WAY  
CRESENT LAKE, OR 97425  
First Class and Cert. No. 71039628594172410227

THE DIAMOND SUMMIT AT LEISURE WOODS II HOMEOWNERS ASSOCIATION, INC.  
C/O RICHARD CARLSON  
PO BOX 1094  
CRESCENT LAKE, OR 97733  
First Class and Cert. No. 71039628594172410333

ROGER E COCHRAN  
65745 TWIN BRIDGES RD  
BEND, OR 97701-9072  
First Class and Cert. No. 71039628594172410395

ROGER E COCHRAN  
7477 MCKAIG RD  
FREDERICK, MD 21701-3321  
First Class and Cert. No. 71039628594172410494

FIRST HORIZON HOME LOAN CORPORATION  
4000 HORIZON WAY  
IRVING, TX 75063  
First Class and Cert. No. 71039628594172410586

FIRST HORIZON HOME LOAN CORPORATION  
C/O FHHLC - POST CLOSING MAIL ROOM  
1555 W. WALNUT HILL LN. #200 MC 6712  
IRVING, TX 75038  
First Class and Cert. No. 71039628594172410692

DORA JEAN COCHRAN  
65745 TWIN BRIDGES RD  
BEND, OR 97701-9072  
First Class and Cert. No. 71039628594172410791

DORA JEAN COCHRAN  
7477 MCKAIG RD  
FREDERICK, MD 21701-3321  
First Class and Cert. No. 71039628594172410890

MARY D. KEITH  
141821 LAKE VISTA WAY  
CRESENT LAKE, OR 97425  
First Class and Cert. No. 71039628594172410968

MARY D. KEITH  
859 NE 1ST ST  
BEND, OR 977014746  
First Class and Cert. No. 71039628594172411071

MARY KEITH  
859 NE 1ST ST

BEND, OR 977014746  
First Class and Cert. No. 71039628594172411132

Unofficial  
Copy

Affidavit of Publication

2/23

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 # 12846  
Trustee's Notice of Sale  
Keith

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

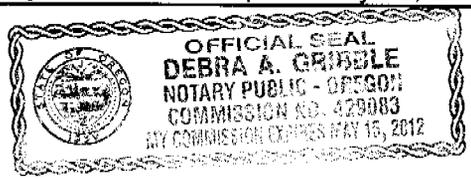
Insertion(s) in the following issues:  
November 02, 09, 16, 23, 2010

Total Cost: \$2,553.87

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day  
before me on: November 23, 2010

*Debra A Grizzle*  
Notary Public of Oregon

My commission expires May 15, 2012



*Olan*

**TRUSTEE'S NOTICE OF SALE**  
**T.S. OR-10-386230-NH**

Reference is made to that certain deed made by, MARY D KEITH as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BEND MORTGAGE GROUP, as Beneficiary, dated 3/25/2005, recorded 4/1/2005, in official records of KLAMATH County, Oregon in book/roll/ volume number M05 at page number 22816 fee/file/ instrument/microfile/ reception number . . . covering the following described real property situated in said County and State, to-wit: APN: R10473 R-2407-007A0-08000-000 LOT 5 IN BLOCK 5 OF TRACT 1119, LEISURE WOODS, UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 141821 LAKE VISTA WAY CRESENT LAKE, OR 97425.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantors: The installments of principal and interest which became due on 6/1/2010, and all subsequent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$2,214.12 Monthly Late Charge \$110.71

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$324,238.31 together with interest thereon at the rate of 6.2500 per annum from 5/1/2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that FIRST AMERICAN TITLE INSURANCE COMPANY, the undersigned trustee will on 2/23/2011 at the hour of 10:00:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to: [www.priorityposting.com](http://www.priorityposting.com).

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by FIRST AMERICAN TITLE INSURANCE COMPANY. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. NOTICE TO RESIDENTIAL TENANTS The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 1/27/2011. 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 A NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left. STATE LAW NOTIFICATION REQUIREMENTS IF THE FEDERAL LAW DOES NOT APPLY. STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left. If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out. IMPORTANT: For the buyer to be required to give you a notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE". You must mail or deliver your proof not later than 12/28/2010 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent paid. ABOUT YOUR SECURITY DEPOSIT Under state law, you may apply your security deposit and any rent you paid in advance against the current rent

you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your 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 this possibility. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you. YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer or are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. Oregon State Bar: (503) 684-3763; (800) 452-7636 Legal assistance: [www.lawhelp.org/or/index.cfm](http://www.lawhelp.org/or/index.cfm) Dated: 10/19/2010 FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee 3 First American Way Santa Ana, CA 92707 Signature By: Angelica Castillo, Assistant Secretary Quality Loan Service Corp. of Washington as agent for LSI TITLE COMPANY OF OREGON, LLC 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. ASAP# 3783673 11/02/2010, 11/09/2010, 11/16/2010, 11/23/2010. #12846 November 02, 09, 16, 23, 2010.

UNNOTICED COPY



# 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 # 12839

Trustee's Notice of Sale

Keith

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

Four

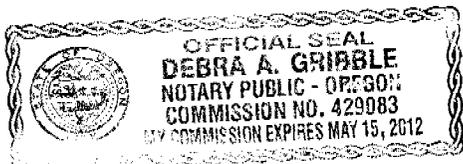
Insertion(s) in the following issues:

October 28, November 04, 11, 18, 2010

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

*Debra A Gribble*  
Notary Public of Oregon

My commission expires May 15, 2012



**TRUSTEE'S NOTICE OF SALE**  
T.S. No.: OR-10-386230-NH

Reference is made to that certain deed made by Mary D Keith as Grantor to First American Title Insurance Company, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Bend Mortgage Group, as Beneficiary, dated 3/25/2005, recorded 04/01/2005, in official records of Klamath County, Oregon, in book/reel/volume No. M05, at page No. 22816 fee/file/instrument/microfilm/reception No. XXX covering the following described real property situated in said County and State, to wit: APN: R10473 R-2407-007A0-08000-000 Lot 5 in block 5 of tract 1119, Leisure Woods, unit 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Commonly known as: 141821 Lake Vista Way Crescent Lake, OR 97425.

Both the beneficiary and the trustee have elected to sell the said real property, to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: The installments of principal and interest which became due on 6/1/2010; and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$2,214.12 Monthly Late Charge \$110.71.

By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$324,238.31 together with interest thereon at the rate of 6.2500 per annum from 5/1/2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that First American Title Insurance Company, the undersigned trustee will, on 2/23/2011, at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said trust deed, together with

any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to [www.priorityposting.com](http://www.priorityposting.com).

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural; the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by First American Title Insurance Company. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 2/23/2011. 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 A NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012.** Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left. **STATE LAW NOTIFICATION REQUIREMENTS IF THE FEDERAL LAW DOES NOT APPLY: STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER APPLICABLE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION.** Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed term lease with more than 30 days left. If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out. **IMPORTANT:** For the buyer to be required to give you a notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE". You must mail or deliver your proof not later than 1/24/2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent paid. **ABOUT YOUR SECURITY DEPOSIT** Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord. **ABOUT YOUR RENT AFTER THE FORECLOSURE SALE** The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you. **YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer or are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. Oregon State Bar (503) 684-3763 (800) 452-7636. Legal assistance: [www.lawhelp.org/or/index.cfm](http://www.lawhelp.org/or/index.cfm) Dated: 10/19/2010 First American Title Insurance Company, as Trustee of First American Way Santa Ana, CA 92707 Signature By: Angelica Castillo, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for First American Title Insurance Company 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attesting that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P759915 10/28, 11/4, 11/11, 11/18/2010. #12830 October 28, November 4, 11, 18, 2010.

OR10386230NH / KEITH  
ASAP# 3783673

**QLOAN**

**AFFIDAVIT OF POSTING**

STATE OF OREGON  
County of Klamath ss.

I, Andrew Thompson, 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 and Notice of Default and Election to Sell upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

141821 Lake Vista Way  
Crescent Lake, OR 97425

As follows:

On 10/21/2010 at 2:23 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).

On 11/02/2010 at 7:00 AM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

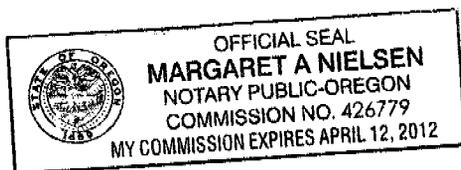
On 11/11/2010 at 7:35 AM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 15<sup>th</sup> day of November, 2010  
by Andrew Thompson.

Margaret A. Nielsen  
Notary Public for Oregon

X Andrew Thompson  
Andrew Thompson  
Nationwide Process Service, Inc.  
420 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*246003\*

OR10386230NH / KEITH  
ASAP# 3783673

**QLOAN**

**AFFIDAVIT OF MAILING**

STATE OF OREGON  
County of Multnomah

ss.

I, Sarah Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On November 12, 2010, I mailed a copy of the Trustee's Notice of Sale and Notice of Default and Election to Sell, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT**  
**141821 Lake Vista Way**  
**Crescent Lake, OR 97425**

This mailing completes service upon an occupant at the above address with an effective date of **10/21/2010** as calculated pursuant to ORS 86.750 (1)(c).

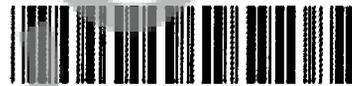
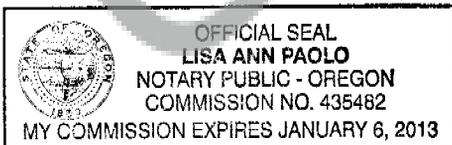
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 12 day of November, 2010  
by Sarah Ruth Tasko.



Notary Public for Oregon

X   
\_\_\_\_\_  
Sarah Ruth Tasko  
Nationwide Process Service, Inc.  
420 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*246883\*

2-23

### TRUSTEE'S NOTICE OF SALE

T.S. #: **OR-10-386230-NH**

Reference is made to that certain deed made by, **MARY D KEITH** as Grantor to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR BEND MORTGAGE GROUP**, as Beneficiary, dated **3/25/2005**, recorded **4/1/2005**, in official records of **KLAMATH** County, Oregon in book/ reel/ volume number **M05** at page number **22816** fee/ file/ instrument/ microfile/ reception number **XXX**, , covering the following described real property situated in said County and State, to-wit:

**APN: R10473 R-2407-007A0-08000-000**  
**LOT 5 IN BLOCK 5 OF TRACT 1119, LEISURE WOODS, UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as:  
**141821 LAKE VISTA WAY**  
**CRESENT LAKE, OR 97425**

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantors:

**The installments of principal and interest which became due on 6/1/2010, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.**

Monthly Payment **\$2,214.12**

Monthly Late Charge **\$110.71**

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of **\$324,238.31** together with interest thereon at the rate of **6.2500** per annum from **5/1/2010** until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that **FIRST AMERICAN TITLE INSURANCE COMPANY**, the undersigned trustee will on **2/23/2011** at the hour of **10:00:00 AM** , Standard of Time, as established by section 187.110, Oregon Revised Statutes, **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR** County of **KLAMATH**, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

**For Sale Information Call: 714-573-1965 or Login to: [www.priorityposting.com](http://www.priorityposting.com)**

## TRUSTEE'S NOTICE OF SALE

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **FIRST AMERICAN TITLE INSURANCE COMPANY**. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 2/23/2011. 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 A NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in

and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

### **STATE LAW NOTIFICATION REQUIREMENTS**

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

**IMPORTANT:** For the buyer to be required to give you a notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE". You must mail or deliver your proof not later than 1/24/2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent paid.

### **ABOUT YOUR SECURITY DEPOSIT**

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE**

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

**YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU**

OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT OR RENT YOU PREPAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer or are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Oregon State Bar: (503) 684-3763; (800) 452-7636  
Legal assistance: [www.lawhelp.org/or/index.cfm](http://www.lawhelp.org/or/index.cfm)

Dated:

10/19/2010

FIRST AMERICAN TITLE INSURANCE COMPANY,  
as trustee  
3 First American Way  
Santa Ana, CA 92707

Signature By \_\_\_\_\_



Angelica Castillo, Assistant Secretary  
Quality Loan Service Corp. of Washington as agent for  
FIRST AMERICAN TITLE INSURANCE COMPANY  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711

For Non-Sale Information:

Quality Loan Service Corp. of Washington  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711  
Fax: 619-645-7716

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

## **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:**

**Street Address: 141821 LAKE VISTA WAY**

**City: CRESENT LAKE State: OR Zip: 97425**

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 **10/19/2010** to bring your mortgage loan current was **\$13,367.69**. 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 your lender at **800-364-7662** or Quality Loan Service of Washington at **866-645-7711 ext 3704** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:  
Quality Loan Service Corp. of Washington  
2141 5th Avenue  
San Diego, CA 92101

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

**Date and Time: 2/23/2011 at 10:00:00 AM**

**Place: At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR**

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

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise 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 call toll-free in Oregon at **800-452-7636** or you may visit its Web site at: [www.osbar.org](http://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 **888-638-6964 x 33805**.

If you can't reach your lender, you may contact Quality Loan Service of Washington as agent for trustee at **(877) 886-9757**. 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 IT BACK TO THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY 11/18/2010, 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: 10/19/2010

Trustee name (print): **Quality Loan Service Corp. Of Washington as agent for FIRST AMERICAN TITLE INSURANCE COMPANY**



Trustee signature **By: Angelica Castillo**  
Trustee telephone number: 866-645-7711

Unofficial Copy

**AFFIDAVIT OF COMPLIANCE WITH OREGON SB 628**  
**(AS AMENDED BY HB 3610)**

**Original Loan Amount:** \$359,600.00  
**Borrower Name(s):**MARY D. KEITH  
**Property Address:** 141821 LAKE VISTA WAY  
CRESENT LAKE, OR 97425

**TS #:** OR-10-386230-NH

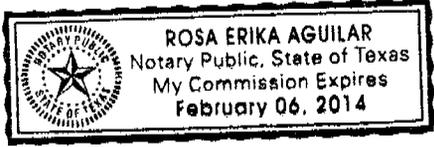
The undersigned is an employee of the beneficiary of the trust deed securing the above-referenced loan or of its authorized agent, at least 18 years of age and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and avers, under the penalty of perjury, that the following selected paragraph(s) is/are true and correct (select all that apply):\* If you check box three another box must be checked to address the outcome of the requested loan modification.

- No Loan Modification Request Form Received.** Borrower did not return the form sent to them pursuant to ORS 86.737 by the date specified in the form.
- Meeting Requested But Borrower Unavailable to Schedule Meeting.** Borrower requested a meeting within 30 days of the date the Trustee signed the notice required by Section 20, chapter 19, Oregon Laws 2008 ("Law") and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent attempted to contact the borrower by the methods contemplated by Law within 45 days of receiving the loan modification request. Borrower did not respond within 7 days of attempted contact. Accordingly, no meeting was required and no meeting occurred.
- Meeting Occurred.** Borrower requested a meeting by telephone or in person within 30 days of the date the trustee signed the notice required by Law and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent contacted Borrower by the methods allowed by law to schedule a meeting. A meeting was scheduled and took place between borrower and a representative of the beneficiary or beneficiary's agent -- authorized to modify the loan or able to obtain authority to modify the loan -- prior to the beneficiary determining whether or not to grant borrower's request for a loan modification. \* If you check this box another box still must be checked to address the outcome of the requested loan modification.
- Loan Modification Requested. Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information provided by borrower, the beneficiary or beneficiary's agent determined that borrower is ineligible for a loan modification. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower is ineligible for a loan modification.
- Loan Modification Requested. After Evaluation, Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt



This instrument was acknowledged before me on Jan 14, 2011 by **Alfreda Johnson** as **Foreclosure Specialist** of

MetLife Home Loans a Division of MetLife Bank, N.A.



*Rosa Erika Aguilar*

Notary signature  
My commission expires 2/6/14

Unofficial Copy