

2011-003488

Klamath County, Oregon



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1633301

## COVER SHEET

03/11/2011 03:44:02 PM

Fee: \$142.00

ORS: 205.234

This cover sheet has been prepared by the persons presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

After recording, return to:

Brandsness, Brandsness + Rudd, P.C.  
411 Pine Street  
Klamath Falls OR 97603

The date of the instrument attached is November 4, 2010

## 1) NAMES(S) OF THE INSTRUMENT(S) required by ORS 205.234(a)

✓ AFFidavit of Mailing  
Notice of Default

✓ AFFidavit of Service  
 ✓ AFFidavit of Publication

## 2) PARTY(IES)/GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160:

Stephen Stuart  
Wendy Stuart

## 3) PARTY(IES)/GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160

Suzanne O'Connell

## 4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

\$ Ø

## 5) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERK'S LIEN RECORDS, ORS 205.121(1)(c)

6) RE-RECORDED to correct: \_\_\_\_\_  
Previously recorded as: \_\_\_\_\_

F

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE**

STATE OF OREGON                    )  
  ) ss:  
County of Klamath                )

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

I gave notice of the sale of the real property described in the attached trustee's notice of sale by mailing copies 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 addresses, to-wit:

Stephen Stuart  
419 North 10<sup>th</sup> Street  
Klamath Falls, OR 97601

Collection Advisory Group  
Internal Revenue Service  
915 2<sup>nd</sup> Avenue, MS W245  
Seattle, WA 98174

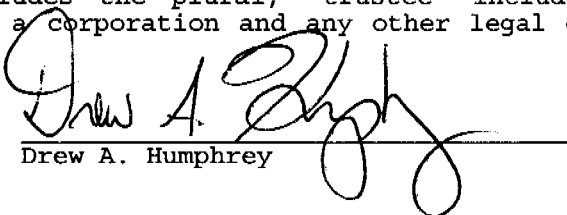
Wendy Stuart  
419 North 10<sup>th</sup> Street  
Klamath Falls, OR 97601

James Brennan  
1220 Martin Street  
Klamath Falls, OR 97601

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) and any person, including the Department of Revenue or an other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest; and (d) any person requesting notice, as required by ORS 86.785.

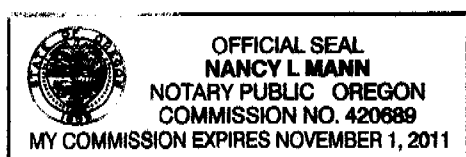
Each of the notices so mailed was certified to be a true copy of the original notice of sale by the trustee Andrew C. Brandsness. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on November 4, 2010. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt, with postage thereon in the amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in said notice of sale was recorded.

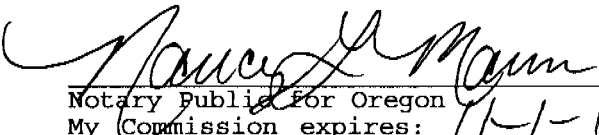
As used herein, the singular includes the plural, "trustee" includes successor trustee, and "person" includes a corporation and any other legal or commercial entity.

  
Drew A. Humphrey

STATE OF OREGON                    )  
  ) ss.  
County of Klamath                )

Personally appeared before me this 4 day of November, 2010, Drew A. Humphrey and acknowledged the foregoing instrument to be his voluntary act and deed.



  
Notary Public for Oregon  
My Commission expires: 11-1-11

**NOTICE OF DEFAULT  
AND ELECTION TO SELL AND OF SALE**

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Stephen Stuart and Wendy Stuart, Grantor; First American Title Insurance Company of Oregon, Trustee; and David S. Johnson, Beneficiary, recorded in Official/Microfilm Records, Volume M06, Page 08408, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 1220 Martin Street, Klamath Falls, Oregon ("Property"):

The North 55 feet of Lot 16 in Block 211 of Mills Second Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to pay the payment due June 21, 2009 and monthly payments thereafter; failed to pay 2007-2008 and 2008-2009 Klamath County real property taxes.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

The principal sum of \$46,301.23 plus interest thereon at the rate of 8.5 percent per annum from February 26, 1010 until paid; 2007-2008 and 2008-2009 Klamath County real property taxes in the amount of \$1,099.49, plus interest if any; \$410.80 paid by beneficiary for Klamath County real property taxes for the tax year 2006-2007, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on March 30, 2011, at the hour of 10:00 a.m. o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said 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 obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.753 has the right, at any time 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 sum 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.

In construing this notice, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, 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 March 30, 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 February 28, 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 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 prepare 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 requirement you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

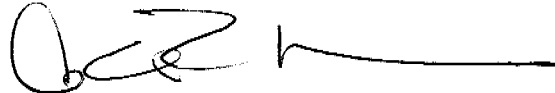
YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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 and 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated: November 3, 2010.

TRUSTEE



Andrew C. Brandsness, Successor Trustee  
411 Pine Street  
Klamath Falls, OR 97601

STATE OF OREGON            )  
                                      ) ss.  
County of Klamath         )

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

\_\_\_\_\_  
Andrew C. Brandsness, Successor Trustee

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, 15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 30 days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within 30 days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to:  
Brandsness, Brandsness & Rudd, P.C., 411 Pine Street,  
Klamath Falls, Oregon 97601.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE:**  
**YOU ARE IN DANGER OF LOSING YOUR PROPERTY**  
**IF YOU DO NOT TAKE ACTION IMMEDIATELY**

**This notice is about your mortgage loan on your property at: 1220 Martin Street, Klamath Falls, Oregon**

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

The amount you would have had to pay as of October 21, 2010 to bring your mortgage current was \$3,605.69. 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 541-882-6616 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:

Andrew C. Brandsness  
411 Pine Street  
Klamath Falls, OR 97601

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

Date and time: March 30, 2011 at 10:00 AM

Place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon

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

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can request that your lender give you more time or change the terms of you 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](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 [www.oregonlawhelp.org](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 541-882-6616. 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 January 3, 2011.

**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.

Date: November 3, 2010

Trustee name: Andrew C. Brandsness

Trustee signature: 

Trustee phone number: 541-882-6616



O'Connell - Stuart

**REQUEST FOR LOAN MODIFICATION**

To request a loan modification, send this request to:

Andrew C. Brandsness  
411 Pine Street  
Klamath Falls, OR 97601

on or before January 3, 2011.

Along with this form, you must disclose current information about your income and expenses, and any other facts helpful to describe your ability to pay this loan.

Please provide the following:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

☐ I/We request ☐ I/We do not request a meeting with  
the beneficiary or the beneficiary's agent.

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**TRUSTEE'S AFFIDAVIT OF SERVICE ON OCCUPANTS**

STATE OF OREGON       )  
                              ) ss.  
County of Klamath    )

I, Andrew C. Brandsness, being first duly sworn, depose, say and certify that:

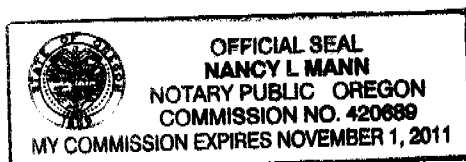
I am the successor trustee of that certain trust deed executed and delivered by Stephen Stuart and Wendy Stuart as grantor to First American Title Insurance Company of Oregon as trustee in which David S. Johnson is beneficiary, recorded on April 28, 2006 in the mortgage records of Klamath, Oregon, in book/volume No. M06 at page 08408, covering the real property described therein.

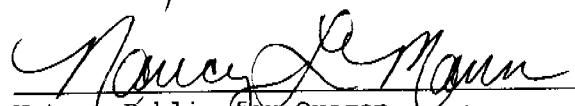
I hereby certify that on November 5, 2010 the occupant(s) of the real property described in the above-referenced trust deed were served with a true copy of the attached Notice of Default and Election to Sell and of Sale. I further certify that pursuant to ORCP 7D(2)(b) true copies of the Notice of Default and Election to Sell and of Sale were mailed to the occupants with a statement of the date, time, and place at which substituted service was made. The return of service is attached hereto.

The word "trustee" as used in this affidavit means any successor trustee to the trustee named in the trust deed first mentioned above.

  
\_\_\_\_\_  
Andrew C. Brandsness

SUBSCRIBED AND SWORN to before me this 9 day of November, 2010.



  
\_\_\_\_\_  
Notary Public for Oregon

My Commission expires: 11-1-11

**NOTICE OF DEFAULT  
AND ELECTION TO SELL AND OF SALE**

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Stephen Stuart and Wendy Stuart, Grantor; First American Title Insurance Company of Oregon, Trustee; and David S. Johnson, Beneficiary, recorded in Official/Microfilm Records, Volume M06, Page 08408, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 1220 Martin Street, Klamath Falls, Oregon ("Property"):

The North 55 feet of Lot 16 in Block 211 of Mills Second Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to pay the payment due June 21, 2009 and monthly payments thereafter; failed to pay 2007-2008 and 2008-2009 Klamath County real property taxes.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

The principal sum of \$46,301.23 plus interest thereon at the rate of 8.5 percent per annum from February 26, 1010 until paid; 2007-2008 and 2008-2009 Klamath County real property taxes in the amount of \$1,099.49, plus interest if any; \$410.80 paid by beneficiary for Klamath County real property taxes for the tax year 2006-2007, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on March 30, 2011, at the hour of 10:00 a.m. o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said 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 obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.753 has the right, at any time 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 sum 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.

In construing this notice, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, 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 March 30, 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.

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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 requirement you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.


YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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 and 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated: November 3, 2010.

TRUSTEE



Andrew C. Brandsness, Successor Trustee  
411 Pine Street  
Klamath Falls, OR 97601

STATE OF OREGON            )  
                                      ) ss.  
County of Klamath         )

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

\_\_\_\_\_  
Andrew C. Brandsness, Successor Trustee

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, 15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 30 days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within 30 days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to:  
Brandsness, Brandsness & Rudd, P.C., 411 Pine Street,  
Klamath Falls, Oregon 97601.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**NOTICE:**  
**YOU ARE IN DANGER OF LOSING YOUR PROPERTY**  
**IF YOU DO NOT TAKE ACTION IMMEDIATELY**

**This notice is about your mortgage loan on your property at: 1220 Martin Street, Klamath Falls, Oregon**

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

The amount you would have had to pay as of October 21, 2010 to bring your mortgage current was \$3,605.69. 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 541-882-6616 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:

Andrew C. Brandsness  
411 Pine Street  
Klamath Falls, OR 97601

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

Date and time: March 30, 2011 at 10:00 AM

Place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon

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

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can request that your lender give you more time or change the terms of you 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](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 [www.oregonlawhelp.org](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 541-882-6616. 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/>.

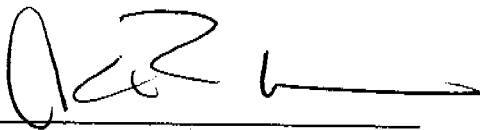
IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY January 3, 2011.

**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.

Date: November 3, 2010

Trustee name: Andrew C. Brandsness

Trustee signature:



Trustee phone number: 541-882-6616



O'Connell - Stuart

**REQUEST FOR LOAN MODIFICATION**

To request a loan modification, send this request to:

Andrew C. Brandsness  
411 Pine Street  
Klamath Falls, OR 97601

on or before January 3, 2011.

Along with this form, you must disclose current information about your income and expenses, and any other facts helpful to describe your ability to pay this loan.

Please provide the following:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

☐ I/We request ☐ I/We do not request a meeting with  
the beneficiary or the beneficiary's agent.

**PROOF OF SERVICE  
JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **1220 Martin St. Klamath Falls, OR 97601**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to Jim Brennan at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☐ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1<sup>st</sup> Attempt:

2<sup>nd</sup> Attempt:

3<sup>rd</sup> Attempt:

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of November 9, 2010, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed *Chelsee Meeh*

**1220 Martin St. Klamath Falls, OR 97601**

**ADDRESS OF SERVICE**

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

November 5, 2010

3:39 PM

**DATE OF SERVICE**

**TIME OF SERVICE**

☐ or non occupancy

By: *[Signature]*

ROBERT W. BOLENRAITH

Subscribed and sworn to before on this 9<sup>th</sup> day of November, 2010.



*Margaret A. Nielsen*  
Notary Public for Oregon

# 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 # 13036

Notice of Default and Election to Sell  
and of Sale

Stuart

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:

January 15, 22, 29, February 05, 2011

Total Cost: \$935.48

*Jeanine P Day*

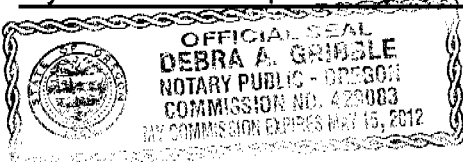
Subscribed and sworn by Jeanine P Day

before me on: February 7, 2011

*Debra A Grubbs*

Notary Public of Oregon

My commission expires May 15, 2012



### NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

**WE ARE ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE**

Reference is made to a certain trust deed ("Trust Deed")  
made, as follows:

Stephen Stuart and Wendy Stuart, Grantor; First American  
Title Insurance Company of Oregon, Trustee; and David S.  
Johnson, Beneficiary, recorded in Official/Microfilm Records,  
Volume M06, Page 08408, Klamath County, Oregon, cover-  
ing the following-described real property in Klamath County,  
Oregon, commonly known as 1220 Martin Street, Klamath

Falls, Oregon ("Property"):

- The North 55 feet of Lot 16 in Block 211 of Mills Second Addition, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

- Failed to pay the payment due June 21, 2009 and monthly payments thereafter; failed to pay 2007-2008 and 2008-2009 Klamath County real property taxes.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

- The principal sum of \$46,301.23 plus interest thereon at the rate of 8.5 percent per annum from February 26, 1010 until paid; 2007-2008 and 2008-2009 Klamath County real property taxes in the amount of \$1,099.49, plus interest if any; \$410.80 paid by beneficiary for Klamath County real property taxes for the tax year 2006-2007, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on March 30, 2011, at the hour of 10:00 a.m. o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said 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 obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.753 has the right, at any time 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 sum 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.

In construing this notice, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: November 3, 2011

TRUSTEE

/s/ Andrew C. Brandsness, Successor Trustee  
411 Pine Street, Klamath Falls, OR 97601  
#13036 January 15, 22, 29, February 05, 2011.