

2011-004159

Klamath County, Oregon



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03/29/2011 03:17:58 PM

Fee: \$152.00

41516666
**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.

1420455

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: JOHN W BROWN, JULIE A BROWN

BENEFICIARY: LPP Mortgage LTD

T.S. #: OR-09-285655-SH

Loan #: 1424148631

F

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

T.S. NO.: **OR-09-285655-SH**

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF **California** } SS
COUNTY OF **San Diego** }

I, **Hue Banh** *Hue*, 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 **Brooke Frank** 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 **10/4/2010**. 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 10-21-2011 before me **Michelle Nguyen**, the undersigned, A Notary Public personally appeared **Hue Banh** 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*
Michelle Nguyen



2/10

AFFIDAVIT OF MAILING

Date: 10/4/2010
T.S. No.: OR-09-285655-SH
Loan No.: 1424148631
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 10/4/2010, 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 
Affiant Hue Banh

Occupant
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171247060

JULIE A. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171247145

Candace Amborn
POB 580
Medford, PA 97501
First Class and Cert. No. 71039628594171247183

JOHN W. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171247237

JOHN W BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171247275

JULIE A BROWN

2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171247343

JULIE A BROWN
2300 YALE ST
KLAMATH FALLS, OR 976011468
First Class and Cert. No. 71039628594171247367

JOHN W W BROWN
2300 YALE ST
KLAMATH FALLS, OR 976011468
First Class and Cert. No. 71039628594171247404

JULIE A. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171247459

OREGON DEPARTMENT OF REVENUE
955 CENTER ST NE
SALEM, OR 97301-2555
First Class and Cert. No. 71039628594171247534

OREGON DEPARTMENT OF REVENUE
C/O BOB FE4 98037 REVENUE AGENT PTAC, COLLECTIONS
PO BOX 14725
SALEM, OR 97309-5018
First Class and Cert. No. 71039628594171247572

ARROW FINANCIAL SERVICES, LLC
2325 CLAYTON ROAD
CONCORD, CA 94520
First Class and Cert. No. 71039628594171247633

ARROW FINANCIAL SERVICES, LLC
C/O DONNA J. SMITH, ATTORNEY
11124 NE HALSEY PMB 680
PORTLAND, OR 97220
First Class and Cert. No. 71039628594171247695

ARROW FINANCIAL SERVICES, LLC
C/O DONNA J. SMITH, ATTORNEY
11124 NE HALSEY
PORTLAND, OR 97220
First Class and Cert. No. 71039628594171247725

ARROW FINANCIAL SERVICES, LLC
C/O DONNA J. SMITH, ATTORNEY
PO BOX 680
PORTLAND, OR 97220
First Class and Cert. No. 71039628594171247756

STATE OF OREGON EMPLOYMENT DEPARTMENT

875 UNION STREET. NE, ROOM 107
SALEM, OR 97311
First Class and Cert. No. 71039628594171247800

STATE OF OREGON EMPLOYMENT DEPARTMENT
875 UNION STREET. NE, ROOM 107
SALEM, OR 97311
First Class and Cert. No. 71039628594171247824

STATE OF OREGON EMPLOYMENT DEPARTMENT
875 UNION STREET. NE, ROOM 107
SALEM, OR 97311
First Class and Cert. No. 71039628594171247909

STATE OF OREGON EMPLOYMENT DEPARTMENT
875 UNION STREET. NE, ROOM 107
SALEM, OR 97311
First Class and Cert. No. 71039628594171247930

STATE OF OREGON EMPLOYMENT DEPARTMENT
875 UNION STREET. NE, ROOM 107
SALEM, OR 97311
First Class and Cert. No. 71039628594171248012

JOHN W. BROWN
2300 YALE STREET
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594171248067

TRUSTEE'S NOTICE OF SALE

T.S. #: **OR-09-285655-SH**

Reference is made to that certain deed made by, **JOHN W. BROWN AND JULIE A. BROWN, HUSBAND AND WIFE** as Grantor to **ECOM TITLE**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICK LOAN FUNDING**, as Beneficiary, dated **1/2/2007**, recorded **1/19/2007**, in official records of **KLAMATH** County, Oregon in book/ reel/ volume number **xxx** at page number **xxx** fee/ file/ instrument/ microfile/ reception number **2007-000972**, , covering the following described real property situated in said County and State, to-wit:

APN: R183866

See attached exhibit "A".

Commonly known as:

2300 YALE STREET

KLAMATH FALLS, OR 97601

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 7/1/2008, 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 **\$1,609.43**

Monthly Late Charge **\$80.47**

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 **\$167,820.01** together with interest thereon at the rate of **11.0000** per annum from **6/1/2008** 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 **2/10/2011** at the hour of **10:00 am**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN ST, IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, 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: 714-730-2727 or Login to: www.fidelityasap.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 2/10/2011. 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 1/11/2011 (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

Dated: 10/4/2010

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

Signature By 

Brooke Frank, 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.

Exhibit "A"

APN: R183866

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF OR, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, DESCRIBED AS FOLLOWS: LOT 11 IN BLOCK 39 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH THAT PORTION OF VACATED YALE STREET AND VACATED OREGON AVENUE WHICH INURED THERETO. ALSO LOTS 12, 13, 14, 15 AND 16 IN BLOCK 40 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH THAT PORTION OF VACATED YALE STREET AND VACATED OREGON AVENUE WHICH INURED THERETO. ALSO, THE SOUTHEASTERLY 64 FEET OF LOT 17 AND THE SOUTHEASTERLY 48 FEET OF LOT 16 IN BLOCK 40 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

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: 2300 YALE STREET

City: KLAMATH FALLS State: OR Zip: 97601

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

The amount you would have had to pay as of **10/4/2010** to bring your mortgage loan current was **\$51,315.25**. 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 **800-669-4268** 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: 2/10/2011 at 10:00 am

**Place: THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN ST, IN THE CITY
OF KLAMATH FALLS, COUNTY OF KLAMATH, 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. 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 **888-395-3997**.

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 11/3/2010, 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: 10/4/2010

Quality Loan Service Corp. Of Washington as agent for FIRST

Trustee name (print): **AMERICAN TITLE INSURANCE COMPANY**

A handwritten signature in cursive script, appearing to read "Brooke Frank".

Trustee signature **By: Brooke Frank**

Trustee telephone number: 866-645-7711

285655



Mortgage Servicing
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945
www.mgcmortgage.com
Customer Service 1-877-471-7888

March 14, 2011

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

Original Loan Amount: 169,000
Borrower Name(s): John W Brown, Julie A Brown
Property Address: 2300 Yale St
Klamath Falls OR 97601
Loan Number: 1424148631

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 Request 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.

QL180/AMK



Mortgage Servicing
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945
www.mgcmortgage.com
Customer Service 1-877-471-7888

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Loan Number: 1424148631

- () **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 the borrower, 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 of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.
- () **Loan Modification Requested. Borrower Approved for a Modification but Subsequently Defaulted.** 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 of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was approved. Borrower subsequently failed to return the executed modification agreement, required down payment, or failed to timely make the payment(s) under the terms of the agreement.
- () **Loan Modification Requested. Information Provided by Borrower. 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. Within 45 days of receipt of the Loan Modification the beneficiary, or its authorized agent, requested that the borrower(s) submit additional financial information. The requested financial information was received and within 45 days of its receipt a good faith review of the information was completed. Within 45 days of the beneficiary's receipt of the requested financial information the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.

QL180/AMK



Mortgage Servicing
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945
www.mgcmortgage.com
Customer Service 1-877-471-7888

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Loan Number: 1424148631

() **Loan Modification Requested. Insufficient Information Provided by Borrower. 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 authorized agent. Within 45 days of receipt of the Loan Modification the beneficiary, or its authorized agent, requested that the borrower(s) submit additional financial information. Despite the request for financial information from the borrower no financial information was received by the beneficiary or its authorized agent within 30 days of the request. Accordingly, the beneficiary or beneficiary's authorized agent notified the borrower that borrower's request for a loan modification was denied.

(☒) **Other (Specify):**

CANNOT DO MODIFICATION PROPERTY
VACANT

If the Borrower's loan modification request was denied, the Beneficiary or Beneficiary's agent provided the grantor with the information described in subsection (1)(b) or (c) of Section 3, chapter 864, Oregon Laws 2009.

DATED: 3/16/11

By [Signature]

Typed Name: EDWARD BAGDON

Title: Authorized Signer

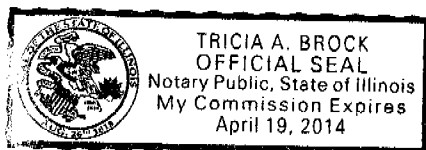
State of IL

County of Kane

)
) ss.
)

This instrument was acknowledged before me on 03/16/11 by

Edward J. Bagdon as Authorized Signer of
LPP mortgage, LTD.



[Signature]
Notary signature

My commission expires 04/19/2014



QL181/AMK

Mortgage Servicing
1 Corporate Drive, Suite 360
Lake Zurich, IL 60047-8945
www.mgcmortgage.com
Customer Service 1-877-471-7888

OR09285655SH / BROWN
ASAP# 3764809

QLOAN

2/10

AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

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

I made service of the attached original Trustee's Notice of Sale, Exhibit "A" and Notice to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

2300 Yale Street
Klamath Falls, OR 97601

As follows:

On 10/08/2010 at 1:15 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 10/12/2010 at 2:47 PM, 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).

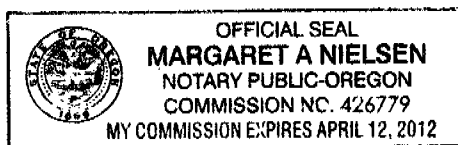
On 10/15/2010 at 3:19 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 2nd day of October, 2010
by Gabriel Martinez.

Margaret A. Nielsen
Notary Public for Oregon

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



244681

OR09285655SH / BROWN
ASAP# 3764809

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 October 20, 2010, I mailed a copy of the Trustee's Notice of Sale, Exhibit "A" and Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT
2300 Yale Street
Klamath Falls, OR 97601**

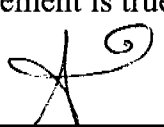
This mailing completes service upon an occupant at the above address with an effective date of **10/08/2010** as calculated pursuant to ORS 86.750 (1)(c).

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

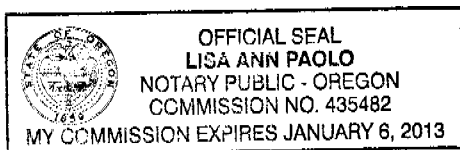
SUBSCRIBED AND SWORN BEFORE ME
this 20 day of October, 20 10
by Sarah Ruth Tasko.

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



244681

Affidavit of Publication

2/10

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 # 12799

Trustee's Notice of Sale

T.S.#:OR-09-285655-SH

Brown

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

Four

Insertion(s) in the following issues:

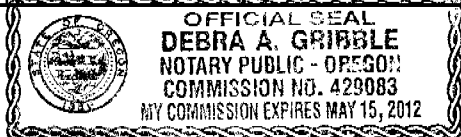
October 20, 27, November 03, 10, 2010

Total Cost: \$2,707.95

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

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



Quan

TRUSTEE'S NOTICE OF SALE T.S. #: OR-09-285655-SH

Reference is made to that certain deed made by, JOHN W. BROWN AND JULIE A. BROWN, HUSBAND AND WIFE as Grantor to ECOM TITLE, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR QUICK LOAN FUNDING, as Beneficiary, dated 1/2/2007, recorded 1/19/2007, in official records of KLAMATH County, Oregon in bqok/ reel/ volume number xxx at page number xxx fee/ file/ instrument/ microfile/ reception number 2007-000972, covering the following described real property situated in said County and State, to-wit: APN: R1 83866 ALL THAT CERTAIN LAND SITUATED IN THE STATE OF OR, COUNTY OF KLAMATH, CITY OF KLAMATH FALLS, DESCRIBED AS FOLLOWS: LOT 11 IN BLOCK 39 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH THAT PORTION OF VACATED YALE STREET AND VACATED OREGON AVENUE WHICH INURED THERETO. ALSO LOTS 12, 13, 14, 15 AND 16 IN BLOCK 40 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. TOGETHER WITH THAT PORTION OF VACATED YALE STREET AND VACATED OREGON AVENUE WHICH INURED THERETO. ALSO THE SOUTHEASTERLY 64 FEET OF LOT 17 AND THE SOUTHEASTERLY 48 FEET OF LOT 16 IN BLOCK 40 OF BUENA VISTA ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 2300 YALE STREET KLAMATH FALLS, OR 97601.

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 7/1/2008, 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 \$1,609.43 Monthly Late Charge \$80.47.

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 \$167,820.01 together with interest thereon at the rate of 11.0000 per annum from 6/1/2008 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 2/10/2011 at the hour of 10:00 am, Standard of Time, as established by section 187.110, Oregon Revised Statutes, THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN ST, IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH, 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 of trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-730-2727 or Login to: www.fidelityasap.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 Mortgagee, 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 2/10/2011. 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 by a certain date. You must give notice in writing to the business or individual who is buying the property at the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement.

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 REQUIREMENTS 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 1/11/2011 (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 Dated: 10/4/2010 FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee 3 First American Way Santa Ana, CA 92707 Signature By: Brooke Frank, 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. ASAP# 3764809 10/20/2010, 10/27/2010, 11/03/2010, 11/10/2010.
#12799 October 20, 27, November 03, 10, 2010.