UTC 89243

After recording return to: Fidelity National Title Insurance Company 1920 Main Street, Suite 1120 Irvine. CA 92614

TS No.: 10-12250-6 Order No.: 662300 Loan No: 0031097835 2011-004465 Klamath County, Oregon



04/06/2011 03:01:54 PM

Fee: \$152.00

# RECORDING COVER SHEET FOR NOTICE OF SALE PROOF OF COMPLIANCE,

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.

Affidavit of Mailing Trustee's Notice of Sale Affidavit of Compliance Affidavit of Posting Affidavit of Publication

Original Grantor: DEANNA M. MELTON, AN UNMARRIED WOMAN

Current Beneficiary: HSBC Bank USA, National Association, as Trustee for Deutsche Alt-B Securities

Mortgage Loan Trust, Series 2006-AB4 Mortgage Pass-Through Certificates

15212nd



#### **Default Resolution Network**

Date:

01/11/2011

Ref. No.:

10-12250-6

MailbatchID: 329475

STATE OF CALIFORNIA	)
COUNTY OF RIVERSIDE	)

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on January 11, 2011, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X\_\_\_\_\_\_Afficient Anthony Gomez

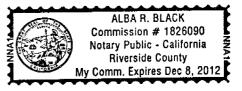
ORGRNTR 2245358092 REF #: 10-12250-6 CURRENT OCCUPANT 5150 SHASTA WAY KLAMATH FALLS, OR 97603 ORGRNTR 2245358093 REF #: 10-12250-6 DEANNA M MELTON 5150 SHASTA WAY KLAMATH FALLS, OR 97603 ORGRNTR 2245358094 REF #: 10-12250-6 DEANNA M MELTON 5150 SHASTA WAY KLAMATH FALLS, OR 97603-5056

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year), by Anthony Gomez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary)

(Seal of Notary)





#### Default Resolution Network

Date:

01/11/2011

Ref. No.:

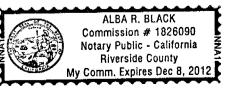
10-12250-6

MailbatchID: 329436

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on January 11, 2011, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice

in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below. I declare under penalty of perjury that the foregoing is true and correct. Affiant Anthony ORGRNTR ORGRNTR ORGRNTR 7196 9006 9294 9233 3361 7196 9006 9294 9233 3378 7196 9006 9294 9233 3385 REF #: 10-12250-6 REF #: 10-12250-6 REF #: 10-12250-6 CURRENT OCCUPANT **DEANNA M MELTON DEANNA M MELTON** 5150 SHASTA WAY 5150 SHASTA WAY 5150 SHASTA WAY KLAMATH FALLS, OR 97603 KLAMATH FALLS, OR 97603 **KLAMATH FALLS, OR 97603-5056** STATE OF CALIFORNIA COUNTY OF RIVERSIDE \_day of Jan Subscribed and sworn to (or affirmed) before me on this \_ (year), by Anthony Gomez, proved to me on the basis of satisfactory evidence to be the person who appeared before me. \_ (Signature of Notary) (Seal of Notary)



## **NOTICE:**

# YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

Re: TS#: 10-12250-6 Loan #: 0031097835

This notice is about your mortgage loan on your property at 5150 SHASTA WAY, KLAMATH FALLS, OR 97603

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

The amount you would have had to pay as of January 5, 2011 to bring your mortgage loan current was \$4,722.08. 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 877-304-3100 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:AMERICAN HOME MORTGAGE SERVICING,INC. at 4875 Belfort Road, Suite 130 Jacksonville, FL 32256

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

Date and time: May 19, 2011 at 10:00 AM

Place:on the front steps of the Circuit Court, 316 Main Street., in the City of Klamath Falls,

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

- 1. You can pay the amount past due or correct any other default, up to five days before the sale.
- 2. You can refinance or otherwise pay off the loan in full anytime before the sale.
- 3. You can call AMERICAN HOME MORTGAGE SERVICING, INC. at 877-304-3100 to request that your lender give you more time or change the terms of your loan.
- 4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 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 website at: <a href="www.osbar.org">www.osbar.org</a>. 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 <a href="http://oregonlawhelp.org">http://oregonlawhelp.org</a>.

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 877-304-3100. 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. 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 modifications programs. You can obtain more information about these programs at <a href="http://www.makinghomeaffordable.gov/">http://www.makinghomeaffordable.gov/</a>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "LOAN MODIFICATION REQUEST FORM". YOUR LENDER MUST RECEIVE THE FORM BY February 4, 2011, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

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

January 5, 2011

Trustee name; FIDEINTY NATIONAL TITLE VINSURANCE COMPANY

Trustee signature:

Mario Selva,

uthorized Signatur

Trustee telephone number: 714-508-5100

Trustee Address: 17592 E. 17th Street, Suite 300, Tustin, CA 92780

440-4795 (8/09/COM)



#### **Default Resolution Network**

Date:

01/14/2011

Ref. No.:

10-12250-6

MailbatchID: 330140

STATE OF CALIFORNIA (COUNTY OF RIVERSIDE (COUNTY OF

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on January 14, 2011, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X\_\_\_\_\_ Affiant Eddie Solares

ORNOD 7196 9006 9294 9303 5073 REF #: 10-12250-6 CURRENT OCCUPANT 5150 SHASTA WAY KLAMATH FALLS, OR 97603 ORNOD 7196 9006 9294 9303 5080 REF #: 10-12250-6 MERS C/O AMERICAN HOME MORTGAGE 538 BROADHOLLOW RD MELVILLE, NY 11747 ORNOD 7196 9006 9294 9303 5097 REF #: 10-12250-6 MERS PO BOX 507 HERNDON, VA 20172-0507

ORNOD 7196 9006 9294 9303 5103 REF #: 10-12250-6 MERS C/O AMERICAN HOME MORTGAGE 520 BROADHOLLOW ROAD MELVILLE, NY 11747

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )

ALBA R. BLACK
Commission # 1826090
Notary Public - California
Riverside County
My Comm. Expires Dec 8, 2012

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ (month), \_\_\_\_\_\_\_ (year), by Eddie Solares, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_\_\_\_\_\_ (Signature of Notary)

(Seal of Notary)

Page 1 of 2 All R. Black

# **Default Resolution Network**

Date:

01/14/2011

Ref. No.: 10-12250-6

MailbatchID: 330140



#### **Default Resolution Network**

Date:

01/14/2011

Ref. No.:

10-12250-6

MailbatchID: 330124

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on January 14, 2011, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X	Edie	Sol	
Affiant	Eddie :	Solares	 _

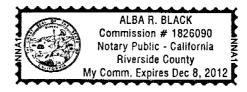
ORNOD 7196 9006 9294 9303 5530 REF #: 10-12250-6 DEANNA M MELTON 5150 SHASTA WAY KLAMATH FALLS, OR 97603

ORNOD 7196 9006 9294 9303 5547 REF #: 10-12250-6 **DEANNA M MELTON** 5150 SHASTA WAY KLAMATH FALLS, OR 97603-5056

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

Subscribed and sworn to (or affirmed) before me on this  $\frac{1}{2}$  day of  $\frac{1}{2}$  $\frac{20/L}{2}$  (year), by Eddie Solares, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

\_ (Signature of Notary) (Seal of Notary)





#### **Default Resolution Network**

Date:

01/14/2011

Ref. No.:

10-12250-6

MailbatchID: 330177

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on January 14, 2011, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

ORNOD

Affiant Kassond Zeller

ORNOD 2245484129 REF #: 10-12250-6 CURRENT OCCUPANT 5150 SHASTA WAY KLAMATH FALLS, OR 97603

2245484130 REF #: 10-12250-6 MERS C/O AMERICAN HOME MORTGAGE 538 BROADHOLLOW RD MELVILLE, NY 11747 ORNOD 2245484131 REF #: 10-12250-6 MERS PO BOX 507 HERNDON, VA 20172-0507

ORNOD 2245484132 REF #: 10-12250-6 MERS C/O AMERICAN HOME MORTGAGE 520 BROADHOLLOW ROAD MELVILLE, NY 11747

STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )

ALBA R. BLACK
Commission # 1826090
Notary Public - California
Riverside County
My Comm. Expires Dec 8, 2012

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ (month), \_\_\_\_\_\_ (year), by Kassondra Zeller, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(Signature of Notary)

(Seal of Notary)

Page 1 of 2 All Black

### **Default Resolution Network**

Date:

01/14/2011

Ref. No.: 10-12250-6

MailbatchID: 330177



#### Default Resolution Network

Date:

01/14/2011

Ref. No.:

10-12250-6

MailbatchID: 330193

STATE OF CALIFORNIA COUNTY OF RIVERSIDE

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on January 14, 2011, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

	lass, with postage prepaid, such	envelope being addressed to the
I declare under penalty of perjury	y that the foregoing is true and o	correct.
Afficient Kassondra Zeller		
Allyaux Kassoridranzeller		
ORNOD	ORNOD	
2245485533 REF #: 10-12250-6	2245485534 REF #: 10-12250-6	
DEANNA M MELTON	DEANNA M MELTON	
5150 SHASTA WAY	5150 SHASTA WAY	
KLAMATH FALLS, OR 97603	KLAMATH FALLS, OR 97603-5056	
STATE OF CALIFORNIA )		
COUNTY OF RIVERSIDE )		
,	13	
Subscribed and sworn to (or affir	med) before me on this	day of Jan (month)
		sis of satisfactory evidence to be
the person who appeared before		,
4		
	(0)	(5-1-6-1
N/(pp)	(Signature of Notary)	(Seal of Notary)
J-1/h_R. Dack_		
,	7	ALBA R. BLACK
	1	Commission # 1826090

#### TRUSTEE'S NOTICE OF SALE

Loan No: 0031097835 T.S. No.: 10-12250-6

Reference is made to that certain Deed of Trust made by, DEANNA M. MELTON, AN UNMARRIED WOMAN as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as Beneficiary, recorded on May 2, 2006, as Instrument No. M06-08543 of Official Records in the office of the Recorder of Klamath County, OR to wit:

APN: 300000000000 R512467

LOT 77 OF YALTA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: 5150 SHASTA WAY, KLAMATH FALLS, OR

Both the Beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said Deed of Trust and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is that the grantor(s): failed to pay payments which became due; together with late charges due; defaulted amounts total:\$3,942.58

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 \$119,809.65 together with interest thereon at the rate of 6.37500% per annum from August 1, 2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that FIDELITY NATIONAL TITLE INSURANCE COMPANY, the undersigned trustee will on May 19, 2011 at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statues, on the front steps of the Circuit Court, 316 Main Street., in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution of the said Deed of Trust, together with any interest which the grantor or his successor(s) in interest acquired after the execution of said Deed of Trust, 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 or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Deed of Trust, at any time prior to five days before the date last set for sale.

FOR FURTHER INFORMATION, PLEASE CONTACT FIDELITY NATIONAL TITLE INSURANCE COMPANY, 17592 E. 17th Street, Suite 300, Tustin, CA 92780 714-508-5100

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.lpsasap.com AUTOMATED SALES INFORMATION PLEASE CALL 714-730 - 2727

#### 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 Deed of Trust, the words "trustee" and 'Beneficiary" include their respective successors in interest, if any.

Dated: January 12, 2011

FIDELITY NATIONAL TITLE INSURANCE

COMPANY, Trustee,

Juan Enriquez, Authorized Signature

State of California County of Orange

I, the undersigned, certify that I am the Trustee Sale Officer and that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.

Juan Enriquez, Apthorized Signature

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 19, 2011. Unless the property owner (your landlord) pays the lender who is foreclosing on this property, 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 buyermust 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 mustprove to the business or individual who is handling the foreclosure sale that you are occupyingand 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 April 19, 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 prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT 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 YOURHOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATIONABOUT 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.

Free legal assistance:

**Oregon Law Center** 

Portland: (503) 473-8329
Coos Bay: 1-800-303-3638
Ontario: 1-888-250-9877
Salem: (503) 485-0696
Grants Pass: (541) 476-1058
Woodburn: 1-800-973-9003
Hillsboro: 1-877-726-4381
http://www.oregonlawcenter.org/

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 website at: http://www.osbar.org.

#### NOTICE OF DEFAULT AND ELECTION TO SELL

RE: Trust Deed from: DEANNA M. MELTON, AN UNMARRIED WOMAN, Grantor

To: Fidelity National Title Insurance Company, Successor Trustee

After recording return to(name, address, zip):

Fidelity National Title Insurance Company 17592 E. 17th Street, Suite 300 Tustin, CA 92780

TS No: 10-12250-6 Loan No: 0031097835

COPY of Document Recorded on Has/not been compared with original.

Reference is made to that certain Deed of Trust made by DEANNA M. MELTON, AN UNMARRIED WOMAN, as grantor, to FIRST AMERICAN TITLE, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as Beneficiary, dated as of April 24, 2006, and recorded May 2, 2006, in the Records of Klamath County, Oregon, Instrument No. M06-08543, covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R512467 LOT 77 OF YALTA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

Commonly known as: 5150 SHASTA WAY, KLAMATH FALLS, OR

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the Beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by grantor or other person owing an obligation, performance of which is secured by the Deed of Trust, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is that the grantor(s): failed to pay payments which became due; together with late charges due; The defaulted amounts total: \$3,942.58

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Deed of Trust immediately due and payable, those sums being the following, to wit: The sum of \$119,809.65 together with interest thereon at a rate of 6.37500% per annum August 1, 2010 until paid: plus all accrued late charges thereon and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed trust.

Notice hereby is given that the Beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by grantor of the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, on May 19, 2011, at the following place: on the front steps of the Circuit Court, 316 Main Street., in the City of Klamath Falls, County of Klamath, State of Oregon

FOR SALE INFORMATION CALL: 714.730,2727

Website for Trustee's Sale Information: www.lpsasap.com

Other than as shown of record, neither the Beneficiary nor the trustee has any actual notice of any person

having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the Deed of Trust, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property.

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 Deed of Trust 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), together with costs, trustee's and attorney's fees, 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, at any time prior to five days before the date last set for sale.

FOR FURTHER INFORMATION CONTACT: FIDELITY NATIONAL TITLE INSURANCE COMPANY 17592 E. 17th Street, Suite 300 Tustin, CA 92780 714-508-5100

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

Dated: January 5, 2011

Fidelity National Title Insurance Company occessor Trustee

State of California

}ss.

County of Orange

}ss

On January 5, 2011, before me, Lorena Enriquez, a Notary Public, personally appeared Mario Selva, 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.

orena Enriquez # 1807200

My Commission Expires July 21, 2012

LORENA ENRIQUEZ Commission # 1807200 Notary Public - California Orange County My Comm. Expires Jul 21, 2012

(Seal)

Client Reference No. 0031097835

TS NO.: Trustee Sale No. 10-12250-6

AFFIDAVIT OF COMPLIANCE 2008 Oregon Laws, ch. 19, § 20 and as amended by 2009 Oregon Laws ch. 864, § 1 (Enrolled Senate Bill 628)

STATE OF 1	Florida County of <u>Duval</u> ) ss:
01A12 01	Seing first duly sworn, depose, and say that arr
employed by	(hereinafter "beneficiary") and I have personal knowledge of the
facts stated	herein based upon a review of the relevant records during the normal course of business
Specifically, I	have personal knowledge of Loan number 003/097835, where the grantor(s) name(s
	anna M melton
*	Beneficiary did not receive a Modification Request Form from the grantor(s) within the time specified in 2008 Oregon Laws, ch. 19, § 20 and as amended by 2009 Oregon Laws ch. 864, § 1 (Enrolled Senate Bill 628) The Modification Request Form was sent on 01/11/2011; or 12/03
	Beneficiary received a timely Modification Request Form from the grantor(s) on [date].
	[uate].
	IF BENEFICIARY RECEIVED A TIMELY MODIFICATION REQUEST FORM:
_	(check all that apply)
	Beneficiary or beneficiary's agent reviewed the information submitted by grantor(s), and notified the grantor(s) onthat the beneficiary denied the request for modification of the loan.
	Beneficiary or beneficiary's agent requested grantor(s) provide additional information needed to
_	determine whether the loan could be modified.
	If timely requested by the grantor(s), the beneficiary or beneficiary's agent met with the
	grantor(s) in person or spoke to the grantor(s) by telephone on before the beneficiary or
	beneficiary's agent responded to the grantor(s) request to modify the loan. The person
	representing the beneficiary or the beneficiary's agent who met or spoke with grantor(s) had or was able to obtain authority to modify the loan.
	The grantor(s) did not respond to the beneficiary within seven business days of the
	beneficiary or the beneficiary agent attempted to contact the grantor(s) to schedule a meeting in
	person or by telephone.
	The beneficiary has previously considered the current financial information provided by the
	grantor(s), and has in good faith determined that the grantor(s) is not eligible for a modification
	of this loan. The beneficiary has informed the grantor(s) that the grantor(s) is not eligible for a modification of this loan on
. []	The beneficiary agreed to a modification of the loan, but the grantor breached those terms by:
	failed to pay payments which became due; together with late charges due;
	By:L
	$\mathcal{U}$
Subscr	ibed and sworn to before me on 2-16-11 by Heather McClay
	(name of affiant)
	(a) to 100
	Notary Public MICHELE HALL
	Commission # EE 054028 Expires January 9, 2015 Bonded Thru Troy Fain Insurance 800-385-7019
	3.77

# DECLARATION OF NON-MILITARY SERVICE

Loan No:

0031097835

T.S. No:

10-12250-6

Owner(s):

**DEANNA MELTON** 

The undersigned, declares as follows:

I am informed and believe and on that ground allege that the matters stated in this declaration are true.

That DEANNA MELTON is not now, or within the period of three months prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948.

That this declaration is made for the above referenced trustee's sale number for the purpose of inducing Fidelity National Title Company, as trustee, without leave of court first obtained, to cause said property to be sold under the terms of said deed of trust pursuant to the power of sale contained therein.

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	Comment of the same of the sam	C*1: -1 -	
I declare under penalty of perjury under	er the laws of the State of $\_$	Florida	_ that the
foregoing is true and correct.			
Executed on A - 4 -    (Date)			
HSBC Bank USA, National Association, Trust, Series 2006-AB4 Mortgage Pass Servicing, INC. as Attorney in fact			
Chy dem 4 donly	zabeth Boulton		
By: Vice President			
STATE OF: Florida			
COUNTY OF: Duval			
On February 14,201 before me, Elizabeth Bou	LUBICAY. SIMON	, Notary Publi ed to me on the basis of	ic, personally
evidence to be the person(s) whose name(s)	is/are subscribed to the within ins	trument and acknowledge	d to me tha
he/she/they executed the same in his/her/the instrument the person(s), or the entity upon beh	eir authorized capacity(ies), and th	at by his/her/their signatu	ire(s) on the
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	he laws of the State ofFlor	idaa that the fore	going
WITNESS my hand and official seal.	White		
Lulia 8- pour	LUBICA V. SI	MON	
Notary Signature	MY COMMISSION # EXPIRES April 11	2011	

FloridaNotaryService.com

# 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 # 13052
Trustee's Notice of Sale
Melton
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 22, 29, February 05, 12, 2011
Total Cost: \$884.12
( ) canine PDay
Subscribed and sworn by Jeanine P Day
beføre me on: February 14, 2011
V ·
` ` ·
Jehra a Gubble
Notary Public of Oregon <sup>1</sup>

TRUSTEE S NOTICE OF SALE Loan No: 0031097835 T.S. No.: 10-12250-6

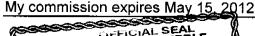
Reference is made to that certain Deed of Trust made by, DEANNA M. MELTON, AN UNMARRIED WOMAN as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC, as Beneficiary, recorded on May 2, 2006, as instrument No. M06-08543 of Official Records in the office of the Recorder of Klarmath County, OR to wit: APN: 3909-002AB-01800-000 LOT 77 OF YALTA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 5150 SHASTA WAY, KLAMATH FALLS, OR.

Both the Beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said Deed of Trust and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is that the grantor(s): failed to pay payments which became due; together with late charges due; defaulted amounts total:53,942.58

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 \$119,809.65 together with interest thereon at the rate of 6.37500% per annum from August 1, 2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that FIDELITY NATIONAL TITLE INSURANCE COMPANY, the undersigned trustee will on May 19, 2011 at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statues, on the front steps of the Circuit Court, 316 Main Street., in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution of the said Deed of Trust, together with any interest which the grantor or his successor(s) in interest acquired after the execution of said Deed of Trust, 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 or attorney's fees and curred, together with the costs, trustee's or attorney's fees and curred of Trust, at any time prior to five days before the date last set for sale. FOR FURTHER INFORMATION, PLEASE CONTACT FIDELITY NATIONAL TITLE INSURANCE COMPANY, 17592 E. 17th Street, Suite 300, Tustin, CA 92780 714508-5100 SALE INFORMATION CAN BE OBTAINED ON LINE AT www.lpsasap.com AUTO-MATED SALES INFORMATION PLEASE CALL 714-730-2727.

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 Deed of Trust, the words "trustee" and 'Beneficiary" include their respective successors in interest, if any. Dated: January 12, 2011 FIDELITY NATIONAL TITLE INSURANCE COMPANY Juan Enriquez, Authorized Signer ASAP# 3882733 01/22/2011, 01/29/2011, 02/05/2011, 02/12/2011.
#13052 January 22, 29, February 05, 12, 2011.





10122506 / MELTON ASAP# 3882733

# **FDRSA**

# AFFIDAVIT OF SERVICE

STATE OF OREGON County of Klamath

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I, Robert Bolenbaugh, 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 upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

### 5150 Shasta Way Klamath Falls, OR 97603

By delivering such copy, personally and in person to Deanna Melton, at the above Property Address on January 14, 2011 at 1:57 PM.

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

SUBSCRIBED AND SWORN BEFORE ME

this 18 day of January by Robert Bolenbaugh.

Robert Bolenbaugh

Nationwide Process Service, Inc.

420 Century Tower 1201 SW 12th Avenue Portland, OR 97205

(503) 241-0636

OFFICIAL SEAL MARGARET A NIELSEN NOTARY PUBLIC-OREGON COMMISSION NO. 426779 MY COMMISSION EXPIRES APRIL 12, 2012