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2011-005669

Klamath County, Oregon



00101477201100056690180189

05/09/2011 02:46:34 PM

Fee: \$137.00

After Recording Return to:  
Katrina E. Glogowski  
2505 Third Ave Ste 100  
Seattle, WA 98121

FILE NO. 11-2802

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 transactions contained in the instrument itself.

Affidavit of Mailing Notice of Sale

Affidavit of Service of Notice of Sale

Affidavit of Publication

Notice to Tenants

Affidavit of Loss Mitigation Attempts

Grantor: Curtis R. Judd and Jennifer A. Judd

Grantee: National City Mortgage

Trustee: Katrina E. Glogowski

APN: R512270

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### Affidavit of Mailing

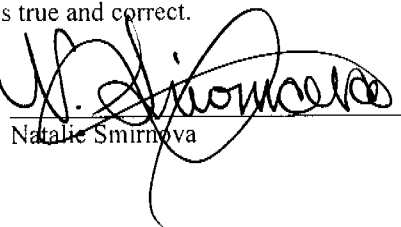
The undersigned makes the following declaration:

1. I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years and not the beneficiary or its successor in interest named in the attached Notice of Sale and ORS 86.740(20) Notice.
2. That on February 9, 2011, I deposited in the mails of the United States of America a copy of the attached NOTICE OF SALE; ORS 86.740(20) NOTICE; NOTICE REQUIRED UNDER FEDERAL LAW; and NOTICE TO TENANTS and LOAN MODIFICATION REQUEST FORM, securely sealed in an envelope with the requisite postage thereon, to be transmitted by first class and certified mail, return receipt requested, to each of the following grantors or successors in interest at their respective addresses set forth below:

#### NAME AND ADDRESS

Curtis R. Judd and Jennifer A. Judd, 1840 Homedale Road, Klamath Falls, OR 97603  
Occupants, 1840 Homedale Road, Klamath Falls, OR 97603

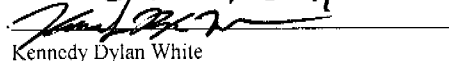
I declare under penalty of perjury that the foregoing is true and correct.

  
Natalie Smirnova

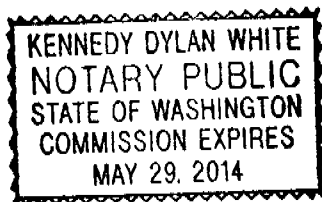
STATE OF WASHINGTON     )  
COUNTY OF KING         ) ss.

I certify that I know or have satisfactory evidence that Natalie Smirnova signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on 2/9/2011

  
Kennedy Dylan White

Notary Public in and for the State of Washington  
Residing at Seattle, Washington  
My appointment expires 05/29/2014



FILE NO. 11-2802



Date: 02/14/2011

ADS, Inc.:

The following is in response to your 02/14/2011 request for delivery information on your Certified Mail(TM)/RRE item number 9414 8102 0079 3300 0509 16. The delivery record shows that this item was delivered on 02/14/2011 at 03:48 PM in KLAMATH FALLS, OR 97601. The scanned image of the recipient information is provided below.

Signature of Recipient:

Curtis R Judd  
*Curtis R Judd*

Address of Recipient:

1840 HOMEDALE RD  
KLAMATH FALLS OR 97603

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Curtis R. Judd  
1840 Homedale Rd  
Klamath Falls, OR 97603  
Reference #: 11-2802

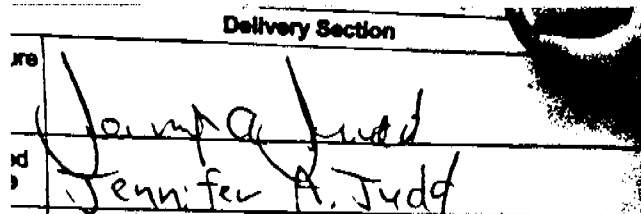


Date: 02/14/2011

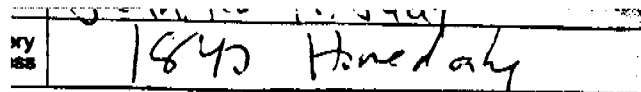
ADS, Inc.:

The following is in response to your 02/14/2011 request for delivery information on your Certified Mail(TM)/RRE item number 9414 8102 0079 3300 0537 33. The delivery record shows that this item was delivered on 02/14/2011 at 09:18 AM in KLAMATH FALLS, OR 97603. The scanned image of the recipient information is provided below.

Signature of Recipient:



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Jennifer A Judd  
1840 Homedale Rd  
Klamath Falls, OR 97603  
Reference #: 11-2802



Date: 02/14/2011

ADS, Inc.:

The following is in response to your 02/14/2011 request for delivery information on your Certified Mail(TM)/RRE item number 9414 8102 0079 3300 0583 87. The delivery record shows that this item was delivered on 02/14/2011 at 03:48 PM in KLAMATH FALLS, OR 97601. The scanned image of the recipient information is provided below.

Signature of Recipient:

CURTIS R JUDS  
*Curtis R Juds*

Address of Recipient:

1840 HOMEDALE RD  
KLAMATH FALLS OR 97603

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

Occupants  
1840 Homedale Rd  
Klamath Falls, OR 97603  
Reference #: 11-2802

### NOTICE OF SALE

Re: Deed of Trust, Curtis R. Judd and Jennifer A. Judd,  
Grantor(s)

To: Katrina E. Glogowski, Successor Trustee

After Recording Return to:  
Katrina E. Glogowski  
Glogowski Law Firm, PLLC  
2505 Third Ave Ste 100  
Seattle, WA 98121

FILE NO. 11-2802

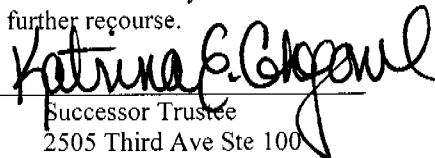
### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Curtis R. Judd and Jennifer A. Judd, Grantor(s), to Amerititle trustee, in favor of National City Mortgage, as beneficiary, recorded 12/13/2007, in the Records of Klamath County, Oregon as Instrument No. 2007-020908, which was subsequently assigned to Green Tree Servicing, LLC on March 26, 2010 under Instrument No. 2010-003728, and Katrina E. Glogowski being the successor trustee, covering the following described real property situated in the above-mentioned county and state, to wit: APN: R512270; Tract 58, Yalta Gardens, according to the official plat there of on the file -- See Exhibit A; Commonly known as 1840 Homedale Road, Klamath Falls, OR 97603. 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 86.753(3) of Oregon Revised Statutes. The default for which foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$1137.31 beginning on Jan, 2011; plus late charges of \$170.58; plus advances of \$0.00; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. By 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 \$182243.28 together with interest thereon at the rate of 7.055% per annum from Jan, 2010 until paid; plus advances of \$0.00; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. Whereof, notice is hereby given that Katrina E. Glogowski, the undersigned trustee will on 06/10/2011 at the hour of 10:00 am standard time, as established by ORS 187.110, at the on the front steps of the Klamath Falls County Circuit Court, 316 Main Street, Klamath Falls, OR, 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 ORS 86.753 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. Notice is hereby given that reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must comply with that statute. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the sale status and the opening bid. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the 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. 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.

DATED: February 1, 2011

By

  
Successor Trustee

2505 Third Ave Ste 100

Seattle, WA 98121

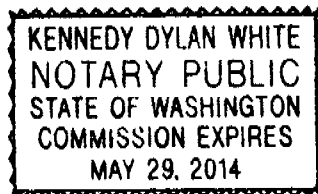
(206) 903-9966

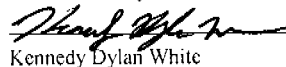
STATE OF WASHINGTON )

COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Katrina E. Glogowski signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on February 1, 2011.



  
Kennedy Dylan White

Notary Public in and for the State of Washington

Residing at Seattle, Washington

My appointment expires 05/29/2014

### NOTICE TO TENANTS

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale. If you have a fixed term lease, you may be entitled to receive, after the date of the sale, a 60-day notice of the purchaser's requirement that you move out. To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for sale. If you have a fixed term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of sale is 5/11/2011. The name of the trustee and the trustee's mailing address are listed on this notice. Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer about your rights under federal law. You have the right to apply your security deposit and any rent you pre-paid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so. If you believe you need legal assistance in this matter, you may contact the Oregon State Bar Association at 800-452-8260 and ask for the lawyer referral service. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org>.

**THIS NOTICE SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.**

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property. 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 have to fulfill the terms of your credit obligations. This debt will be presumed to be valid unless you notify this firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof. If you dispute the validity of this debt or any portion thereof, any if you notify this firm of your dispute in writing within the thirty-day period, we will provide you with verification of the debt and mail such to you at the address to which this notice was sent. Upon your written request within the thirty-day period, we will provide you the name and address of the original creditor according to our records if different than the present creditor.



## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 06/10/2011. 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 NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012.** Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

**STATE LAW NOTIFICATION REQUIREMENTS IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER**

**STATE LAW STILL APPLIES TO YOUR SITUATION.** Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

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

**IMPORTANT:** For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading 'TRUSTEE.' You must mail or deliver your proof not later than 5/11/2011 (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 you paid.

#### **ABOUT YOUR SECURITY DEPOSIT**

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

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

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

property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance in this matter, you may contact the Oregon State Bar Association at 800-452-8260 and ask for the lawyer referral service. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org>.

## **ORS 86.740(20) NOTICE**

**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:  
1840 Homedale Road  
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 to pay as of February 1, 2011 to bring your mortgage loan current was \$16799.24. 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 (800) 562-2510 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:

Glogowski Law Firm, PLLC  
2505 Third Ave Ste 100  
Seattle, WA 98121

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

06/10/2011 at 10:00 am  
on the front steps of the Klamath Falls County Circuit Court, 316  
Main Street, Klamath Falls, OR

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

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call (800) 562-2510 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 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 (800) 452-7636 or you may visit its website at: <http://www.osbar.org>. Legal

assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

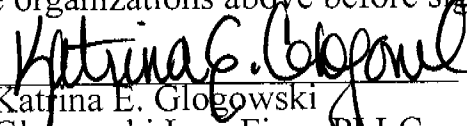
Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments, or both. You can get information about possible loan modification programs by contacting your lender at (800) 562-2510 or [www.gtservicing.com](http://www.gtservicing.com). If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: 800-569-4287. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: [www.hud.gov/foreclosure](http://www.hud.gov/foreclosure).

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST  
FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION  
REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM NO  
LATER THAN 3/2/2011, WHICH IS 30 DAYS AFTER  
THE DATE SHOWN/BELOW.

WARNING: You may get offers from people who tell you that 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 above before signing.

Dated: February 1, 2011

  
Katrina E. Glogowski  
Glogowski Law Firm, PLLC  
(206) 903-9966

## NOTICE REQUIRED UNDER FEDERAL LAW

Mortgage foreclosure is a complex process. Some people may approach you about saving your home. You should be careful about any such promises. There are government and non-profit agencies you may contact for helpful information about the foreclosure process. Contact your lender immediately at (800) 562-2510, call the Department of Housing and Urban Development Housing Counseling Hotline at (800) 569-4287 to find a housing counseling agency certified by the Department to assist you in avoiding foreclosure, or visit the Department's Tip for Avoiding Foreclosure website at <http://www.hud.gov/foreclosure> for additional assistance.

## AVISO PREVIO ESTIPULADO EN LA LEY FEDERAL

Hipoteca es un proceso complejo. Algunas personas pueden enfocarse sobre el ahorro de su hogar. Usted debe tener cuidado con este tipo de promesas. Hay gobiernos y agencias sin fines de lucro, puede ponerse en contacto para información útil sobre proceso de ejecución hipotecaria. Póngase en contacto con su prestamista inmediatamente a (800) 562-2510, llame a la Department of Housing and Urban Development Housing Counseling Line at (800) 569-4287, para encontrar una agencia de asesoramiento de vivienda certificada por el Departamento para ayudarle a evitar la ejecución hipoteca, o visite <http://www.hud.gov/foreclosure> de asistencia adicional.

## MODIFICATION REQUEST FORM

Curtis R. Judd and Jennifer A. Judd  
1840 Homedale Road  
Klamath Falls, OR 97603

If you wish to request a loan modification, please provide the following information to your lender at the address below no later than the date indicated above. If you have previously modified your loan, a second loan modification request may not be granted. Your lender is not obligated to modify your loan.

Please note your loan number on all of your documents. To be considered for a loan modification, please submit the following documents:

1. Prepare a hardship letter. This correspondence should describe in detail the circumstances that have affected your ability to make loan payments. It should also indicate what is changing that will allow you to afford the payments going forward. It should also indicate the amount you would like your lender to consider as a revised payment.
2. A short overview of all of your other debts. This should include all regular monthly payments to others, such as your car payment, your credit card payments, your utility payments, and any other regular monthly expense that you have.
3. Your last two pay stubs.
4. Your last two bank statements.
5. Your last tax return.
6. The name and telephone number of two personal references.

If you are unable to provide a specific document, please include an explanation as to why a document is missing or your request will not be considered complete. Once a complete request is received by your lender, it will take 45 days to complete the review of your request. You may request a meeting, which may be conducted over the telephone, to discuss your loan modification request by calling (800) 562-2510.

You will be advised of the result of your request for a loan modification as soon as possible, however, not later than 45 days after you have submitted a complete request to your lender.

The foreclosure process will continue during the evaluation of your loan modification request and will not be stopped until you receive written confirmation from the lender that your foreclosure has been cancelled.

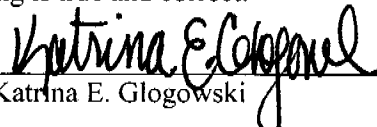
Katrina Glogowski  
Glogowski Law Firm, PLLC  
2505 Third Ave Ste 100  
Seattle, WA 98121  
(206) 903-9966  
(206) 405-2701 Fax

## AFFIDAVIT OF COMPLIANCE CONCERNING LOSS MITIGATION ATTEMPTS

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under penalty of perjury that:

- X 1. The Loan Modification Request Form was sent to the borrower and no response was ever received from the borrower within the statutory time frame.
- \_\_\_\_\_ 2. The Loan Modification Request Form was sent to the borrower and received by the lender within the statutory time frame. However, the borrower failed to submit a complete loan modification request. The borrower was advised of the incomplete package and still failed to submit a complete loan modification package in order to qualify for any of the lender's loan modification programs.
- \_\_\_\_\_ 3. The Loan Modification Request Form was sent to the borrower and received by the lender within the statutory time frame. However, the borrower did not qualify for a loan modification. The borrower was notified of the lender's decision not to modify the loan within the statutory time frame, which was prior to the foreclosure sale.

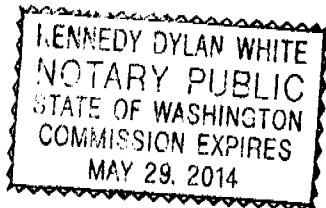
I declare under penalty of perjury that the foregoing is true and correct.

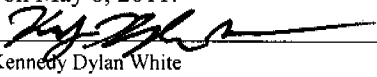
  
Katrina E. Glogowski

STATE OF WASHINGTON       )  
COUNTY OF KING       ) ss.

I certify that I know or have satisfactory evidence that Katrina E. Glogowski signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on May 6, 2011.



  
Kennedy Dylan White  
Notary Public in and for the State of Washington  
Residing at Seattle, Washington  
My appointment expires 05/29/2014

FILE NO. 11-2802



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

Case Number: 11-2802

Beneficiary:

**GREEN TREE SERVICING LLC,**

vs.

Grantor:

**CURTIS R. JUDD and JENNIFER A. JUDD,**

For:

Katrina E. Glogowski

Glogowski Law Firm, P.L.L.C.

600 First Ave.

Suite 501

Seattle, WA 98107

Received by CENTRAL LEGAL SERVICES on the 7th day of February, 2011 at 1:32 pm to be served on **All Occupants, 1840 Homedale Rd, Klamath Falls, OR 97603.**

I, David Hartman, being duly sworn, depose and say that on the **9th day of February, 2011 at 3:10 pm, I:**

Did **PERSONALLY SERVE** a copy of the within TRUSTEE'S NOTICE OF SALE by delivering such personally and in person, to **JENNIFER A. JUDD**, who resides at the above address.

At the same time I did **SUBSTITUTE SERVE- ALL OTHER OCCUPANTS** by delivering a second copy to the above named.

**CERTIFICATE OF MAILING:** I hereby certify that on February 10, 2010, I did also cause to be **MAILED**, first class postage affixed, a copy of the aforementioned document addressed to **OCCUPANT, 1840 Homedale Rd, Klamath Falls, OR 97603**.

I further certify that I am a competent person over the age of 18 and a resident of the state of Oregon, and that I am not a party to nor an officer, director or employee of, nor attorney for any party, corporate or otherwise: that the person served by me is the identical person named in the action. I also declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service including service fees is true and correct.

Subscribed and Sworn to before me on the 15th day of February, 2011 by the affiant who is personally known to me.

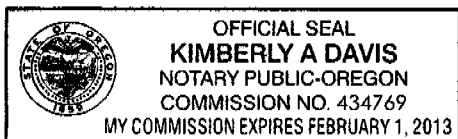
Kimberly A Davis  
NOTARY PUBLIC

David Hartman

David Hartman  
Process Server

**CENTRAL LEGAL SERVICES**  
P.O. Box 130  
Bend, OR 97709  
(541) 389-8133

Our Job Serial Number: CML-2011000297  
Ref: 11-2802



# 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 # 13218

Trustee's Notice of Sale

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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:

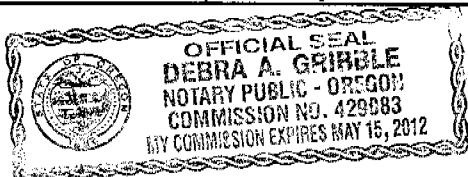
April 06, 13, 20, 27, 2011

Total Cost: \$985.58

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day  
before me on: April 27, 2011

*Debra A Grubbe*  
Notary Public of Oregon

My commission expires May 15, 2012



### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Curtis R. Judd and Jennifer A. Judd, Grantor(s), to Amerititle trustee, in favor of National City Mortgage, as beneficiary, recorded 12/13/2007, in the Records of Klamath County, Oregon as Instrument No. 2007-020908, which was subsequently assigned to Green Tree Servicing, LLC on March 26, 2010 under Instrument No. 2010-003728, and Katrina E. Glogowski being the successor trustee, covering the following described real property situated in the above-mentioned county and state, to wit: APN: R512270; Tract 58, Yalta Gardens, according to the official plat there of on the file -- See Exhibit A; Commonly known as 1840 Homedale Road, Klamath Falls, OR 97603.

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 86.753(3) of Oregon Revised Statutes. The default for which foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$1137.31 beginning on Jan, 2011, plus late charges of \$170.58, plus advances of \$0.00; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By 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 \$182243.28 together with interest thereon at the rate of 7.055% per annum from Jan, 2010 until paid; plus advances of \$0.00; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

Whereof, notice is hereby given that Katrina E. Glogowski, the undersigned trustee will on 06/10/2011 at the hour of 10:00 am standard time, as established by ORS 187.110, at the on the front steps of the Klamath Falls County Circuit Court, 316 Main Street, Klamath Falls, OR, 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 ORS 86.753 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. Notice is hereby given that reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must comply with that statute. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the sale status and the opening bid.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the 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. 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. Dated: February 1, 2011 by: /s/ Katrina E. Glogowski, successor trustee, 2505 Third Ave., Seattle, WA 98121 (206) 903-9966.  
#13218 April 06, 13, 20, 27, 2011.