

2011-006581

Klamath County, Oregon



00102537201100065810270271

05/27/2011 01:43:21 PM

Fee: \$187.00

MT089073

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

**AFTER RECORDING RETURN TO:
RECONTRUST COMPANY, N.A.
14523 SW Milikan Way
Beaverton, OR 97005**

TS No.: 10 -0058294

1002860000

- 1.AFFIDAVIT OF MAILING NOTICE OF SALE
- 2.NOTICE OF SALE
- 3.AFFIDAVIT OF MAILING NOTICE TO GRANTOR
- 4.NOTICE TO GRANTOR
- 5.AFFIDAVIT OF PUBLICATION
- 6.AFFIDAVIT OF POSTING AND SERVICE
- 7.AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE TO OCCUPANT (IF APPLICABLE)
- 8.AFFIDAVIT OF COMPLIANCE WITH OREGON SB 629 (2009)

Original Grantor on Trust Deed: RICHARD C MAGGARD

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC.

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

187 HMT

Klamath

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, RECONTRUST COMPANY, N.A., the undersigned, being first duly sworn, depose and 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 the beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known address, to-wit:

See attached Exhibit A for all the mailing address(es).

Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by RECONTRUST COMPANY, N.A., 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 post office at VENTURA, CALIFORNIA, 01/24/2011. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. 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

County of Ventura

Signature Juan Rodriguez

JAN 24 2011

Authorized Signer

Subscribed and sworn to (or affirmed) before me on this 24 day of January, 20 11, by Juan Rodriguez, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

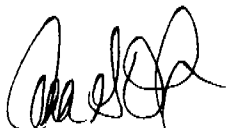
(seal)

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

RE: Trust Deed from

Grantor

and RICHARD C MAGGARD



Notary Public for California

Residing at LOS ANGELES

My commission expires: 09-16-2011

RECONTRUST COMPANY, N.A.

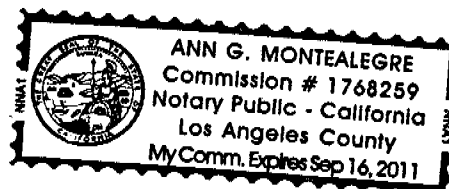
Trustee TS No. 10-0058294

After Recording return to:

14523 SW Milikan Way

RECONTRUST COMPANY, N.A.

Beaverton, OR 97005





02 100058294

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE "EXHIBIT A"

TS No. 10-0058294

RICHARD C MAGGARD 01/24/2011

PO Box 468

Chiloquin, OR 97624

7187 7930 3132 0013 1022

REBECCA J MAGGARD 01/24/2011

PO Box 468

Chiloquin, OR 97624

7187 7930 3132 0013 1077

REBECCA TAYLOR-MAGGARD 01/24/2011

PO Box 468

Chiloquin, OR 97624

7187 7930 3132 0013 1404

RICHARD C MAGGARD 01/24/2011

39520 DUSTY LN

CHILOQUIN, OR 97624

7187 7930 3132 0013 1039

REBECCA J MAGGARD 01/24/2011

39520 DUSTY LN

CHILOQUIN, OR 97624

7187 7930 3132 0013 1084

Residents/Occupants 01/24/2011

39520 DUSTY LN

CHILOQUIN, OR 97624

7187 7930 3132 0013 1060

GREENPOINT MORTGAGE FUNDING, INC 01/24/2011

981 AIRWAY COURT, SUITE E

SANTA ROSA, CA 95403-2049

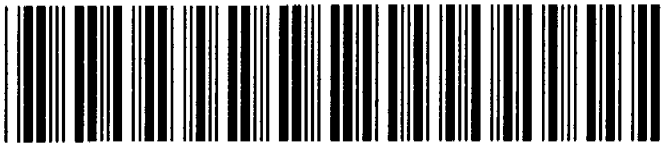
7187 7930 3132 0013 1091

FIRST AMERICAN TITLE INSURANCE CO 01/24/2011

PO BOX 2026

FLINT, MI 48501-2026

7187 7930 3132 0013 1145



02 100058294

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE "EXHIBIT A"

TS No. 10-0058294

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 01/24/2011

PO BOX 2026

FLINT, MI 48501-2026

7187 7930 3132 0013 1398

GREENPOINT MORTGAGE FUNDING, INC 01/24/2011

C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

PO BOX 2026

FLINT, MI 48501-2026

7187 7930 3132 0013 1107

GREENPOINT MORTGAGE FUNDING, INC 01/24/2011

100 WOOD HOLLOW DRIVE

NOVATO, CA 94945

7187 7930 3132 0013 1121

CHARTER ONE BANK C/O PHH MORTGAGE CORP 01/24/2011

4001 LEADENBALL ROAD, MAIL STOP SV01

MOUNT LAUREL, NJ 08054

7187 7930 3132 0013 1152

BENEFICIAL OREGON INC 01/24/2011

1345 CENTER DRIVE, SUITE D

MEDFORD, OR 97501

7187 7930 3132 0013 1169

BENEFICIAL OREGON INC 01/24/2011

577 LAMONT ROAD

ELMHURST, IL 60126

7187 7930 3132 0013 1176

RICHARD C MAGGARD 01/24/2011

411 PINE STREET

C/O BRANDSNESS, BRANDSNESS & RUDD, P.C

KLAMATH FALLS, OR 97601

7187 7930 3132 0013 1046

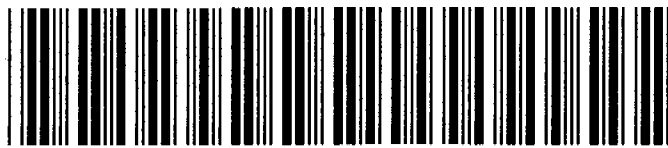
REBECCA J MAGGARD 01/24/2011

411 PINE STREET

C/O BRANDSNESS, BRANDSNESS & RUDD, P.C

KLAMATH FALLS, OR 97601

7187 7930 3132 0013 1190



02 100058294

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE "EXHIBIT A"

TS No. 10-0058294

RICHARD C MAGGARD

01/24/2011

C/O RANDY C. RUBIN, ATTORNEY AT LAW, P.C.

836 W. MILITARY, SUITE #206

ROSEBURG, OR 97471

7187 7930 3132 0013 1053

REBECCA J MAGGARD

01/24/2011

836 W. MILITARY, SUITE #206

C/O RANDY C. RUBIN, ATTORNEY AT LAW, P.C.

ROSEBURG, OR 97471

7187 7930 3132 0013 1206

ANDREW C BRANDSNESS, ATTORNEY AT LAW

01/24/2011

ATTORNEY FOR PLAINTIFFS

411 PINE STREET

KLAMATH FALLS, OR 97601

7187 7930 3132 0013 1220

JUSTIN E THRONE, ATTORNEY AT LAW

01/24/2011

280 MAIN STREET

ATTY FOR DEFENDANTS FLOYD W. AND JESSIE L HESCOCK

KLAMATH FALLS, OR 97601

7187 7930 3132 0013 1237

CITIBANK (SOUTH DAKOTA) N.A.

01/24/2011

1737 NE BROADWAY

PORTLAND, OR 97232

7187 7930 3132 0013 1244

CITIBANK (SOUTH DAKOTA) N.A.

01/24/2011

1737 NE BROADWAY

DAVID H. DEBLASIO & CHRIS O'NEILL

PORTLAND, OR 97232

7187 7930 3132 0013 1251

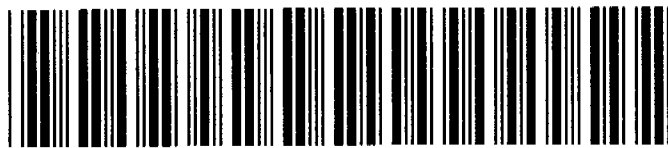
SOUTHERN OREGON CREDIT SERVICES, INC

01/24/2011

841 STEWARD AVE

MEDFORD, OR 97501

7187 7930 3132 0013 1268



02 100058294

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE "EXHIBIT A"

TS No. 10-0058294

SOUTHERN OREGON CREDIT SERVICES, INC

01/24/2011

PO BOX 4070

MEDFORD, OR 97501

7187 7930 3132 0013 1275

CAPITAL ONE BANK

01/24/2011

C/O LINDSAY K. WOSTMANN

4023 W 1ST AVE

EUGENE, OR 97402

7187 7930 3132 0013 1305

CAPITAL ONE BANK

01/24/2011

P.O. BOX 22338

C/O LINDSAY K. WOSTMANN

EUGENE, OR 97402

7187 7930 3132 0013 1329

CAPITAL ONE BANK

01/24/2011

4023 W. 1ST AVE

C/O DANIEL N. GORDON, P.C

EUGENE, OR 97402

7187 7930 3132 0013 1336

CAPITAL ONE BANK

01/24/2011

C/O DANIEL N. GORDON, P.C

PO BOX 22338

EUGENE, OR 97402

7187 7930 3132 0013 1343

CAPITAL ONE BANK (USA), N.A.

01/24/2011

901 N. BRUTSCHER STREET, SUITE D401

C/O JOHNSON, RIDDLE & MARK, LLC

NEWBERG, OR 97132

7187 7930 3132 0013 1367

CAPITAL ONE BANK (USA), N.A.

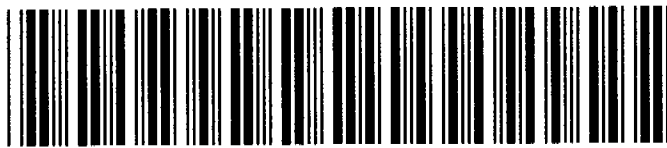
01/24/2011

901 N. BRUTSCHER STREET, SUITE D401

C/O JOHN H. WILKINSON, JOHNSON, RIDDLE & MARK, LLC

NEWBERG, OR 97132

7187 7930 3132 0013 1374



02 100058294

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE "EXHIBIT A"

TS No. 10-0058294

GREENPOINT MORTGAGE FUNDING, INC 01/24/2011

PO BOX 50162

MC LEAN, VA 22102-8962

7187 7930 3132 0013 1138

BENEFICIAL OREGON INC 01/24/2011

2929 WALDEN AVE

DEPEW, NY 14043-2602

7187 7930 3132 0013 1183

LAW OFFICES OF MELINDA M. BROWN 01/24/2011

419 MAIN ST

KLAMATH FALLS, OR 97601

7187 7930 3132 0013 1381

SOUTHERN OREGON CREDIT SERVICES, INC 01/24/2011

841 STEWARD AVE #11

MEDFORD, OR 97501

7187 7930 3132 0013 1282

SOUTHERN OREGON CREDIT SERVICES, INC 01/24/2011

220 LAUREL

C/O MATTHEW SUTTON, BAR # 92479

MEDFORD, OR 97501

7187 7930 3132 0013 1299

CAPITAL ONE BANK 01/24/2011

4023 W 1ST AVE

C/O LINDSAY K. WOSTMANN

EUGENE, OR 97402

7187 7930 3132 0013 1350

REBECCA TAYLOR-MAGGARD 01/24/2011

419 MAIN ST.

C/O LAW OFFICES OF MELINDA M. BROWN

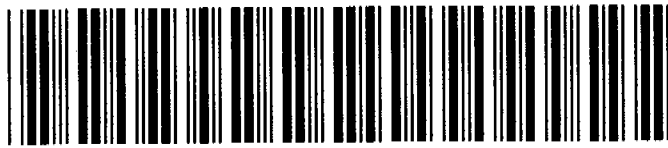
KLAMATH FALLS, OR 97601

7187 7930 3132 0013 1428

DARRYL L. ORTIS, TRUSTEE OF THE 01/24/2011

280 MAIN STREET

C/O JUSTIN E. THRONE ATTORNEY AT LAW



02 100058294

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
"EXHIBIT A"**

TS No. 10-0058294

DARRYL L. ORTIS, TRUSTEE OF THE
ORTIS LOVING TRUST DATED MARCH 31, 2003
KLAMATH FALLS, OR 97601
7187 7930 3132 0013 1435

01/24/2011

JACQUELINE S. ORTIS, TRUSTEE OF THE
280 MAIN STREET
C/O JUSTIN E. THRONE ATTORNEY AT LAW
ORTIS LOVING TRUST DATED MARCH 31, 2003
KLAMATH FALLS, OR 97601
7187 7930 3132 0013 1442

01/24/2011

FLOYD W. HESCOCK
280 MAIN STREET
C/O JUSTIN E. THRONE ATTORNEY AT LAW
KLAMATH FALLS, OR 97601
7187 7930 3132 0013 1459

01/24/2011

JESSIE L. HESCOCK
C/O JUSTIN E. THRONE ATTORNEY AT LAW
280 MAIN STREET
KLAMATH FALLS, OR 97601
7187 7930 3132 0013 1466

01/24/2011

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Richard C Maggard, A Married Man, as grantor(s), to First American Title Insurance Co, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, dated 11/23/2004, recorded 11/29/2004, in the mortgage records of Klamath County, Oregon, in Book/Reel/Volume No. M04 at Page No. 81936 as Recorder's fee/file/instrument/microfilm/reception Number -, covering the following described real property situated in said county and state, to wit:

SEE ATTACHED FOR LEGAL DESCRIPTION

PROPERTY ADDRESS: 39520 DUSTY LN
CHILOQUIN, OR 97624

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$1,142.45 beginning 02/01/2010; plus late charges of \$0.00 each month beginning with the 02/01/2010 payment plus prior accrued late charges of \$0.00; plus advances of \$82.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: \$195,188.16 with interest thereon at the rate of 6.25 percent per annum beginning 01/01/2010 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Thursday, May 19, 2011 at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR

, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by paying the Beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of notice of default that is capable of being cured by tendering the performance required under the obligation that the Trust Deed secures, and in addition to paying said sums or tendering the performance necessary to cure the default by paying all costs and expenses actually incurred in enforcing the obligation that the Trust Deed secures, together with the Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation that the Trust Deed secures, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for Thursday, May 19, 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 04/19/2011 (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 YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar at 503-684-3763 or toll-free in Oregon at 800-452-7636 and ask for the lawyer referral service. 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. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated 1/11, 20 11

RECONTRUST COMPANY, N.A.

By: Daniel B. Rodriguez
Title:

For further information, please contact:
RECONTRUST COMPANY, N.A.
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
(800)-281-8219
TS No. 10 -0058294

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, notary public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

Notary Public for _____
My commission expires: _____

(SEAL)

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.

EXHIBIT A

LEGAL DESCRIPTION:

A parcel of land situated in Lot 3 and Lot 6 of Block 1 of TRACT 1118, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, also being in the SE 1/4 NW 1/4 of Section 36, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Lot 3; thence North 89°55'37" West, along the South line of said Lot 3, 355.35 feet; thence North 50°06'19" West 706.16 feet to the Southwest corner of said Lot 6; thence North, along the West line of said Lot 6, 613.45 feet, more or less, to a point 485.00 feet South of the Northwest corner of said Lot 6; thence East, parallel to the North line of said Lot 6; 897.83 feet to a point on the East line of said Lot 6; thence South 00°02'14" West 613.45 feet to the Easterly corner common to said Lots 3 and 6; thence continuing South 00°02'14" West 453.37 feet to the point of beginning, with bearings based on the plat of said TRACT 1118.

AFFIDAVIT OF MAILING NOTICE TO GRANTOR

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, RECONTRUST COMPANY, N.A., the undersigned, being first duly sworn, depose and 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 the beneficiary's successor in interest named in the attached original notice given pursuant to the requirements of sections 20 & 21 of Chapter 19, Oregon Laws 2008 (Amending and/or supplementing ORS 86.705 to ORS 86.795).

I gave notice to grantor(s) and occupant(s) of the real property described in the attached notice by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known address, to-wit:

See attached Exhibit A for all the mailing address(es).

Said persons include (a) the grantor(s) in the trust deed and (b) occupant(s) of the subject property.

Each of the notices so mailed was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at VENTURA, CALIFORNIA, on 01/11/2011. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after the notice of default and election to sell was recorded and on or before the date of the Notice of Trustee's Sale was mailed, served and/or posted.

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

Signature Juan Rodriguez
Juan Rodriguez

IAN 11 2011

Authorized Signer

State of California

County of Ventura

Subscribed and sworn to (or affirmed) before me on this 11 day of Jan, 2011, by Juan Rodriguez, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.
(seal)

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

RE: Trust Deed from

Grantor

and RICHARD C MAGGARD

RECONTRUST COMPANY, N.A.

Trustee TS No. 10-0058294

After Recording return to:

14523 SW Milikan Way

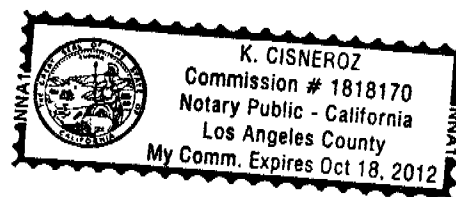
RECONTRUST COMPANY, N.A.

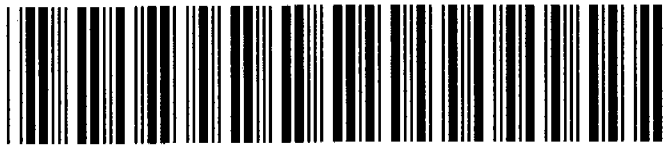
Beaverton, OR 97005

Notary Public for California

Residing at LOS ANGELES

My commission expires: 10/18/12





02 100058294

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR
"EXHIBIT A"**

TS No. 10-0058294

RICHARD C MAGGARD 01/11/2011
PO Box 468
Chiloquin, OR 97624
7187 7930 3131 9914 6298

REBECCA J MAGGARD 01/11/2011
PO Box 468
Chiloquin, OR 97624
7187 7930 3131 9914 6359

REBECCA TAYLOR-MAGGARD 01/11/2011
PO Box 468
Chiloquin, OR 97624
7187 7930 3131 9914 6687

RICHARD C MAGGARD 01/11/2011
39520 DUSTY LN
CHILOQUIN, OR 97624
7187 7930 3131 9914 6304

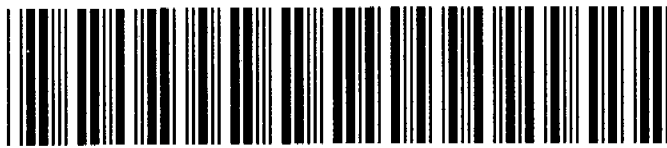
REBECCA J MAGGARD 01/11/2011
39520 DUSTY LN
CHILOQUIN, OR 97624
7187 7930 3131 9914 6366

Residents/Occupants 01/11/2011
39520 DUSTY LN
CHILOQUIN, OR 97624
7187 7930 3131 9914 6342

GREENPOINT MORTGAGE FUNDING, INC 01/11/2011
981 AIRWAY COURT, SUITE E
SANTA ROSA, CA 95403-2049
7187 7930 3131 9914 6373

FIRST AMERICAN TITLE INSURANCE CO 01/11/2011
PO BOX 2026
FLINT, MI 48501-2026
7187 7930 3131 9914 6427

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. 01/11/2011
PO BOX 2026
FLINT, MI 48501-2026
7187 7930 3131 9914 6670



02 100058294

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR
"EXHIBIT A"**

TS No. 10-0058294

GREENPOINT MORTGAGE FUNDING, INC 01/11/2011
PO BOX 2026
C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
FLINT, MI 48501-2026
7187 7930 3131 9914 6380

GREENPOINT MORTGAGE FUNDING, INC 01/11/2011
100 WOOD HOLLOW DRIVE
NOVATO, CA 94945
7187 7930 3131 9914 6397

CHARTER ONE BANK C/O PHH MORTGAGE CORP 01/11/2011
4001 LEADENBALL ROAD, MAIL STOP SV01
MOUNT LAUREL, NJ 08054
7187 7930 3131 9914 6434

BENEFICIAL OREGON INC 01/11/2011
1345 CENTER DRIVE, SUITE D
MEDFORD, OR 97501
7187 7930 3131 9914 6441

BENEFICIAL OREGON INC 01/11/2011
577 LAMONT ROAD
ELMHURST, IL 60126
7187 7930 3131 9914 6458

RICHARD C MAGGARD 01/11/2011
411 PINE STREET
C/O BRANDSNESS, BRANDSNESS & RUDD, P.C
KLAMATH FALLS, OR 97601
7187 7930 3131 9914 6328

REBECCA J MAGGARD 01/11/2011
411 PINE STREET
C/O BRANDSNESS, BRANDSNESS & RUDD, P.C
KLAMATH FALLS, OR 97601
7187 7930 3131 9914 6472

RICHARD C MAGGARD 01/11/2011
C/O RANDY C. RUBIN, ATTORNEY AT LAW, P.C.
836 W. MILITARY, SUITE #206
ROSEBURG, OR 97471
7187 7930 3131 9914 6335



02 100058294

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR
"EXHIBIT A"**

TS No. 10-0058294

REBECCA J MAGGARD
C/O RANDY C. RUBIN, ATTORNEY AT LAW, P.C.
836 W. MILITARY, SUITE #206
ROSEBURG, OR 97471
7187 7930 3131 9914 6489
01/11/2011

ANDREW C BRANDSNESS, ATTORNEY AT LAW
ATTORNEY FOR PLAINTIFFS
411 PINE STREET
KLAMATH FALLS, OR 97601
7187 7930 3131 9914 6496
01/11/2011

JUSTIN E THRONE, ATTORNEY AT LAW
280 MAIN STREET
ATTY FOR DEFEDANTS FLOYD W. AND JESSIE L HESCOCK
KLAMATH FALLS, OR 97601
7187 7930 3131 9914 6502
01/11/2011

CITIBANK (SOUTH DAKOTA) N.A.
1737 NE BROADWAY
PORTLAND, OR 97232
7187 7930 3131 9914 6526
01/11/2011

CITIBANK (SOUTH DAKOTA) N.A.
1737 NE BROADWAY
DAVID H. DEBLASIO & CHRIS O'NEILL
PORTLAND, OR 97232
7187 7930 3131 9914 6533
01/11/2011

SOUTHERN OREGON CREDIT SERVICES, INC
841 STEWARD AVE
MEDFORD, OR 97501
7187 7930 3131 9914 6540
01/11/2011

SOUTHERN OREGON CREDIT SERVICES, INC
PO BOX 4070
MEDFORD, OR 97501
7187 7930 3131 9914 6557
01/11/2011

CAPITAL ONE BANK
C/O LINDSAY K. WOSTMANN
4023 W 1ST AVE
EUGENE, OR 97402
7187 7930 3131 9914 6588
01/11/2011



02 100058294

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR "EXHIBIT A"

TS No. 10-0058294

CAPITAL ONE BANK
P.O. BOX 22338
C/O LINDSAY K. WOSTMANN
EUGENE, OR 97402
7187 7930 3131 9914 6595
01/11/2011

CAPITAL ONE BANK
4023 W. 1ST AVE
C/O DANIEL N. GORDON, P.C
EUGENE, OR 97402
7187 7930 3131 9914 6601
01/11/2011

CAPITAL ONE BANK
C/O DANIEL N. GORDON, P.C
PO BOX 22338
EUGENE, OR 97402
7187 7930 3131 9914 6625
01/11/2011

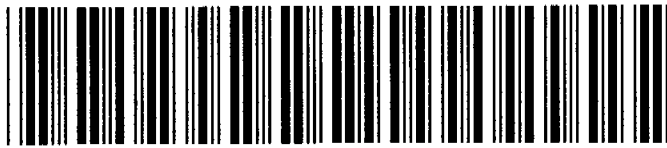
CAPITAL ONE BANK (USA), N.A.
C/O JOHNSON, RIDDLE & MARK, LLC
901 N. BRUTSCHER STREET, SUITE D401
NEWBERG, OR 97132
7187 7930 3131 9914 6649
01/11/2011

CAPITAL ONE BANK (USA), N.A.
C/O JOHN H. WILKINSON, JOHNSON, RIDDLE & MARK, LLC
901 N. BRUTSCHER STREET, SUITE D401
NEWBERG, OR 97132
7187 7930 3131 9914 6656
01/11/2011

GREENPOINT MORTGAGE FUNDING, INC
PO BOX 50162
MC LEAN, VA 22102-8962
7187 7930 3131 9914 6403
01/11/2011

BENEFICIAL OREGON INC
2929 WALDEN AVE
DEPEW, NY 14043-2602
7187 7930 3131 9914 6465
01/11/2011

LAW OFFICES OF MELINDA M. BROWN
419 MAIN ST
KLAMATH FALLS, OR 97601
7187 7930 3131 9914 6663
01/11/2011



02 100058294

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR
"EXHIBIT A"**

TS No. 10-0058294

SOUTHERN OREGON CREDIT SERVICES, INC
841 STEWARD AVE #11
MEDFORD, OR 97501
7187 7930 3131 9914 6564

01/11/2011

SOUTHERN OREGON CREDIT SERVICES, INC
220 LAUREL
C/O MATTHEW SUTTON, BAR # 92479
MEDFORD, OR 97501
7187 7930 3131 9914 6571

01/11/2011

CAPITAL ONE BANK
4023 W 1ST AVE
C/O LINDSAY K. WOSTMANN
EUGENE, OR 97402
7187 7930 3131 9914 6632

01/11/2011

REBECCA TAYLOR-MAGGARD
419 MAIN ST.
C/O LAW OFFICES OF MELINDA M. BROWN
KLAMATH FALLS, OR 97601
7187 7930 3131 9914 6694

01/11/2011

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: 39520 DUSTY LN

City: CHILOQUIN

State: OR

ZIP: 97624

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

The amount you would have had to pay as of 01/11/11 to bring your mortgage current was \$15,815.97. 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 888-219-7773 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:

IBM Lender Business Process Service

14523 SW Milikan Way

STE 200

Beaverton, OR 97005

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION: 05/19/2011 at 10:00 AM inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, 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 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 by contacting your lender at **800-669-0102** or by visiting <http://homeloans.bankofamerica.com/en/service-and-support/homeowner-relief/find-a-solution.html>. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: **800-SAFENET (800-723-3638)**. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: <http://www.makinghomeaffordable.gov/>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM". YOUR LENDER MUST RECEIVE THE FORM BY 02/10/2011, 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: January 11, 2011

TS No.: 10 -58294

Trustee name: RECONTRUST COMPANY, N.A.

Trustee phone number: (800) 281-8219

A handwritten signature, likely "JR", enclosed within an oval shape.

Juan Rodriguez, Authorized Signer

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 # #13126

Trustee's Notice of Sale

Maggard

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:

March 02, 09, 16, 23, 2011

Total Cost: \$1,222.64

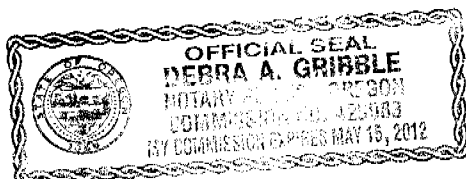
Jeanine P Day

Subscribed and sworn by Jeanine P Day
before me on: March 23, 2011

Debra A Gribble

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 RICHARD C MAGGARD, A MARRIED MAN, as grantor(s), to FIRST AMERICAN TITLE INSURANCE CO. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, dated 11/23/2004, recorded 11/29/2004, in the mortgage records of Klamath County, OR, in Book/Reel/Volume No. M04 at Page No. 81936 as Recorder's fee/file/instrument/microfilm/reception Number -, covering the following described real property situated in said county and state, to wit: LEGAL DESCRIPTION: A PARCEL OF LAND SITUATED IN LOT 3 AND LOT 6 OF BLOCK 1 OF TRACT 1118, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, ALSO BEING IN THE SE 1/4 NW 1/4 OF SECTION 36, TOWNSHIP 34 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 89 DEGREES 55' 37" WEST, ALONG THE SOUTH LINE OF SAID LOT 3, 355.35 FEET; THENCE NORTH 50 DEGREES 06' 19" WEST 706.16 FEET TO THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH, ALONG THE WEST LINE OF SAID LOT 6, 613.45 FEET, MORE OR LESS, TO A POINT 485.00 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 6; THENCE EAST, PARALLEL TO THE NORTH LINE OF SAID LOT 6; 897.83 FEET TO A POINT ON THE EAST LINE OF SAID LOT 6; THENCE SOUTH 00 DEGREES 02' 14" WEST 613.45 FEET TO THE EASTERLY CORNER COMMON TO SAID LOTS 3 AND 6; THENCE CONTINUING SOUTH 00 DEGREES 02' 14" WEST 453.37 FEET TO THE POINT OF BEGINNING, WITH BEARINGS BASED ON THE PLAT OF SAID TRACT 1118. PROPERTY ADDRESS: 39520 DUSTY LN CHILOQUIN, OR 97624.

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$1,142.45 beginning 02/01/2010; plus late charges of \$.00 each month beginning with the 02/01/2010 payment plus prior accrued late charges of \$.00; plus advances of \$82.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: \$195,188.16 with interest thereon at the rate of 6.25 percent per annum beginning 01/01/2010 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Thursday, May 19, 2011 at the hour of 10:00 AM in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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, at any time that is not later than five days before the

right, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by paying to the Beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of notice of default that is capable of being cured by tendering the performance required under the obligation that the Trust Deed secures, and in addition to paying said sums or tendering the performance necessary to cure the default by paying all costs and expenses actually incurred in enforcing the obligation that the Trust Deed secures, together with the Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, that the Trust Deed secures, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any. Dated: January 11, 2011 RECONTRUST COMPANY, N.A. For further information, please contact: RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA. 93063 (800) 281-8219 TS No. 10-0058294 1006.99650-FEI. #13126 March 02, 09, 16, 23, 2011.

FEI, LLC
Affidavit of Posting and Service

State of Oregon
County of Klamath

ANDREW THOMPSON, being sworn, says:

- That I am over 18 years of age, a resident of Oregon, and not a party to the proceeding referred to in the attached Notice of Trustee's Sale:
- That my business address is 1135 Pine Street, Klamath Falls, OR.
- That I posted a copy of the Notice of Trustee's Sale on the parcel of land described in the attached Notice of Trustee's Sale, commonly referred to as 39520 DUSTY LN, CHILOQUIN, OR 97624 in a conspicuous place on:
 - 1st Attempt: Wednesday, January 12, 2011 at 02:45 pm
 - 2nd Attempt: Thursday, January 20, 2011 at 04:04 pm
 - 3rd Attempt: Tuesday, January 25, 2011 at 01:47 pm

Signed in Klamath County, Oregon by:

Signature

A Thompson

Date

1/25/11

State of Oregon

County of

Klamath

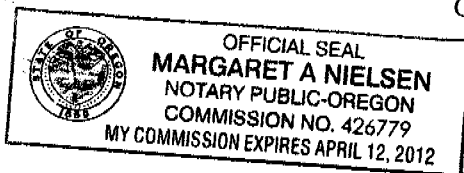
On this 25th day of January in the year of 2011, before me a Notary Public, Personally appeared Andrew Thompson, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Notary Public for Oregon:

Residing at:

Commission expires:

Margaret A Nielsen
Klamath
4-12-12



D2407978

1006.99650
Margaret

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE TO OCCUPANT
(In Lieu of Personal Service)

STATE OF WASHINGTON, County of KING) ss:

I, the undersigned, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

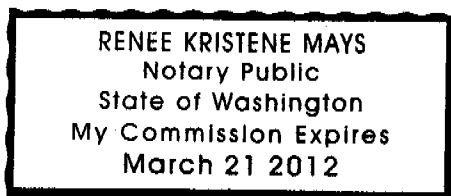
On January 26, 2011 I caused to be deposited in the United States post office at Bellevue, Washington a copy of the attached Notice of Trustee's Sale ("Notice"). The Notice was sealed in an envelope addressed to "Occupant" at 39520 DUSTY LN, CHILOQUIN, OR, 97624 and sufficient postage was affixed to the envelope for first class delivery to the address indicated.

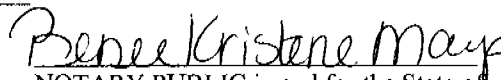


STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Amy Eland is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 5-23-11




NOTARY PUBLIC in and for the State of
Washington, residing at King
My commission expires 3-21-11

10-0058294 / MAGGARD, RICHARD C
Sales Group-OR

Affidavit of Compliance Oregon SB 628
Re: Trust Deed from RICHARD C. MAGGARD

To
Recon Trust Company TS# 10-0058294

Affidavit of Compliance with Oregon SB 628 (2009)

Beneficiary: BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING LP

Original Loan Amount: \$209,600.00

Borrower name(s): RICHARD C. MAGGARD

Property Address: 39520 DUSTY LN, CHILOQUIN OR 97624

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):

- ☒ **No Request for Meeting or Loan Modification Received.** No request for a meeting or loan modification was received from borrower.
- ☐ **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.
- ☐ **Loan Modification Requested. Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information provided by borrower, the beneficiary or beneficiary's agent determined that borrower is ineligible for a loan modification. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower is ineligible for a loan modification.
- ☐ **Loan Modification Requested. After Evaluation, Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan

Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt 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. After Evaluation, Request Denied, But Other Loss Mitigation Opportunities Offered.** 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. However, other loss mitigation accommodations were offered to borrower.
- [] **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 agent. The loan modification request was evaluated in good faith within 45 days of receipt, but borrower, despite one or more additional requests from beneficiary or its agent, failed to provide sufficient information to enable beneficiary to determine in good faith whether borrower is eligible for a loan modification. Accordingly, 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.
- [] Other (Specify):

DATED: 5/18/2011

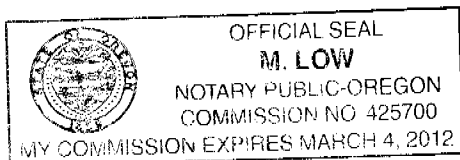
BAC Home Loans Servicing, LP FKA
Countrywide Home Loans Servicing LP
By IBM Lender Business Process Services, Inc.,
its attorney-in-fact
By: Enan Del Rio
Typed Name: Enan Del Rio
Title: Loan Administration Assistant Vice President

Name of Beneficiary or Beneficiary's Authorized Agent:

State of Oregon)
County of Washington) ss.

This instrument was acknowledged before me on 5/18/2011 by Enan Del Rio
as * of

* Loan Administration Assistant Vice President of IBM Lender Business Process Services, Inc.,
its attorney-in-fact for BAC Home Loans
Servicing, LP FKA Countrywide Home
Loans Servicing LP



M. Low
Notary signature
My Commission expires 3-4-2012