

1st 1689449

2011-008039

Klamath County, Oregon



00104360201100080390280283

COVER SHEET

07/07/2011 03:15:26 PM

Fee: \$187.00

ORS: 205.234

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

After recording, return to:

T.D. Service Company
1820 EAST FIRST STREET Suite 210
Santa Ana, Ca 92705
(5162524)

FAT
1689449

The date of the instrument attached is 6-7-11

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

- Affidavit of mailing of trustee sale
- Affidavit of Service
- Affidavit of Publication
- Affidavit of Compliance
- Affidavit of mailing & Danger notice

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

monti's construction

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

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

\$ 0

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

6) RE-RECORDED to correct: _____

Previously recorded as: _____

After recording return to:

T.D. SERVICE COMPANY
1820 East First Street, Suite 210
Santa Ana, CA 92705

T.S. No: D524317OR
Loan No: 115240478

AFFIDAVIT OF COMPLIANCE WITH Ch. 864 (2009 Oregon Laws)

STATE OF Washington, County of Spokane ss:

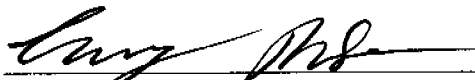
I, Crystal Nelson, being first duly sworn, depose, and say that am employed by
Sterling Savings Bank (hereinafter "beneficiary") and I am familiar name(s) is/are

MONITS CONSTRUCTION, INC. :

- ☒ Beneficiary did not receive a Modification Request Form from the grantor(s) within the time specified in Chapter 864 (2009 Oregon Laws); or
☐ Beneficiary received a timely Modification Request from the grantor(s) on _____


If beneficiary received a timely Modification Request Form, within 45 days of receipt of the Modification Request Form (check all that apply):

- ☐ Beneficiary or beneficiary's agent reviewed the information submitted by grantor(s), and notified the grantor(s) that the beneficiary denied the request for modification of the loan.
☐ Beneficiary or beneficiary's agent notified the grantor(s) that the beneficiary has denied the request for modification of the loan and the beneficiary or the beneficiary's agent has provided the grantor(s) with the information described in Section (1)(b) or (c) of this subsection.
☐ Beneficiary or beneficiary's agent notified the 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 before the beneficiary or beneficiary's agent responded to the grantor(s) request to modify the loan.
The person representing beneficiary or 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 date 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.
☐ Other action taken: _____

By: 
Crystal Nelson

Subscribed and sworn to before me on 6/7/11 by Crystal Nelson
(name of affiant).




Notary Public for Washington

**AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH**

I, Jeanine P. Day, Finance Director, being duly sworn, depose and say that I am the principle 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#13407 SALE MONTIS CONST
#936845

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

Insertion(s) in the following issues:

05/27/2011 06/03/2011 06/10/2011 06/17/2011

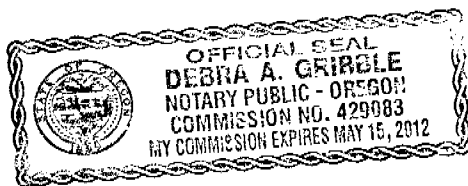
Jeanine P. Day

Subscribed and sworn by Jeanine P. Day before me on:
17th day of June in the year of 2011

Debra A. Grubbe

Notary Public of Oregon

My commission expires on May 15, 2012



OREGON TRUSTEE'S NOTICE OF SALE

T.S. No: D524317 OR Unit Code: D

Loan No: 115240478/CONSTRUCTION INC

Min No: 100186300000157998 AP #1: R893649 Title #:

Reference is made to that certain Trust Deed made by MONTIS CONSTRUCTION INC as Grantor, to ASPEN TITLE & ESCROW, INC as Trustee, in favor of STERLING SAVINGS BANK as Beneficiary. Dated January 14, 2009, Recorded January 28, 2009 as Instr. No. 2009-001036 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County, OREGON AND A CONTINUING GUARANTY DATED 02/08/07, TS # D 524317. Loan 115240478/Montis Construction EXHIBIT "A" Said Deed of Trust is Cross Collateralized with the following Deeds of Trust: TS# D524300 Recorded 1/28/09 as Instrument Number 2009-001040 TS# D 524309 Recorded 1-28-09 as Instrument Number 2009-001035 TS# D524310 Recorded 1/28/09 as Instrument Number 2009-001038 TS# D524318 Recorded 1/28/09 as Instrument Number 2009-001039 TS# D524362 Recorded 8/24/06 as Instrument Number 2006-017078 TS# D524320 Recorded 5/16/05 as Vol M05 Page 35170 TS# D524316 Recorded 9/26/07 as Instrument Number 2007-016860 covering the following described real property situated in said county and state, to wit: LOT 8, TRACT NO. 1439, PRAIRIE MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

Both the beneficiary and the trustee have elected to sell the said real property. The property will be sold to satisfy the obligations secured by said Trust Deed 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: 7 PYMTS FROM 07/01/10 TO 01/01/11 @ 847.31 \$5,931.17 7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88 \$244.16 2 PYMTS FROM 02/01/11 TO 03/01/11 @ 855.03 \$1,710.06 1 L/C DUE 02/16/11 @ 34.88 \$34.88 DEMAND FEE \$35.00 Sub-Total of Amounts in Arrears: \$7,955.27 PLUS EVIDENCE THAT REAL ESTATE TAXES ARE CURRENT. D524317 Loan # 115240478 EXHIBIT B The following is an itemized account of the amounts in arrears under the Deeds of Trust and other obligations pursuant to certain cross default provisions under the Deeds of Trust and/or Cross Collateralization and Cross Default Riders to Deeds of Trust D524300 Loan # 115240387 7 PYMTS FROM 07/01/10 TO 01/01/11 @ 848.62 \$5,940.34 7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88 \$244.16 2 PYMTS FROM 02/01/11 TO 03/01/11 @ 712.40 \$1,424.80 1 L/C DUE 02/16/11 @ 34.88 \$34.88 DEMAND FEE \$35.00 TOTAL \$7,679.18 D524309 Loan# 115240460 7 PYMTS FROM 07/01/10 TO 01/01/11 @ 847.31 \$5,931.17 7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88 \$244.16 2 PYMTS FROM 02/01/11 TO 03/01/11 @ 855.03 \$1,710.06 1 L/C DUE 02/16/11 @ 34.88 \$34.88 DEMAND FEE \$35.00 TOTAL \$7,955.27 D424310 Loan # 115240403 7 PYMTS FROM 07/01/10 TO 01/01/11 @ 847.31 \$5,931.17 7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88 \$244.16 2 PYMTS FROM 02/01/11 TO 03/01/11 @ 848.72 \$1,697.44 1 L/C DUE 02/16/11 @ 34.88 \$34.88 DEMAND FEE TOTAL \$7,942.65 D514318 Loan # 115240395 7 PYMTS FROM 07/01/10 TO 01/01/11 @ 869.75 \$6,088.25 7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88 \$244.16 2 PYMTS FROM 02/01/11 TO 03/01/11 @ 848.72

01/16/11 @ 34.88

\$244.16 2 PYMTS FROM 02/01/11 TO 03/01/11 @ 848.78
\$1,697.56 1 L/C DUE 02/16/11 @ 34.88 \$34.88 DEMAND
FEE \$35.00 TOTAL \$8,099.85 D524362 Loan 378001018-
9001 9 PYMTS FROM 06/15/10 TO 02/15/11 @ 1,656.36
\$14,907.24 9 L/C FROM 06/26/10 TO 02/26/11 @ 82.81
\$745.29 TOTAL \$15,652.53 D524320 Loan 150703066 UN-
PAID PRINCIPAL BALANCE \$280,366.20 INTEREST @
6.5000 % FROM 05/24/10 THRU 03/04/11 \$14,224.69 AC-
CRUED LATE CHARGES \$1,028.82 MISCELLANEOUS
FEES \$25,495.26 TOTAL \$321,114.97 D524316 Loan
378001543-9001 9 PYMTS FROM 06/15/10 TO 02/15/11
@ 1,372.10 \$12,348.90 9 L/C FROM 06/26/10 TO 02/26/11
@ 68.60 \$617.40 TOTAL \$12,966.30 Together with any de-
fault in the payment of recurring obligations as they become
due. ALSO, if you have failed to pay taxes on the property,
provide insurance on the property or pay other senior liens
or encumbrances as required in the note and Trust Deed, the
beneficiary may insist that you do so in order to reinstate
your account in good standing. The beneficiary may re-
quire as a condition to reinstatement that you provide reliable
written evidence that you have paid all senior liens or en-
cumbrances, property taxes, and hazard insurance premi-
ums. These requirements for reinstatement should be con-
firmed by contacting the undersigned Trustee. The street
or other common designation if any, of the real property de-
scribed above is purported to be: 5565 KELLAL LANE,
KLAMATH FALLS, OR 97603 The undersigned Trustee
disclaims any liability for any incorrectness of the above
street or other common designation.

By reason of said default, the beneficiary has declared all
sums owing on the obligation secured by said Trust Deed
immediately due and payable, said sums being the following,
to wit: Principal \$1,477,707.97 together with interest as
provided in the note or other instrument secured and such
other costs and fees are due under the note or other instru-
ment secured, and as are provided by statute.

WHEREFORE, notice is hereby given that the undersigned
trustee will, on July 11, 2011, at the hour of 10:00 A.M. in
accord with the Standard Time, as established by ORS
187.110, INSIDE THE MAIN LOBBY OF THE KLAMATH
COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH
FALLS, County of KLAMATH, State of OREGON, (which is
the new date, time and place set for said sale) 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 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 se-
cured and the costs and expenses of sale, including a rea-
sonable charge by the trustee. Notice is further given that
any person named in O.R.S.86.753 has the right, at any time
prior to five days before the date last set for the sale, to
have this foreclosure proceeding dismissed and the Trust
Deed reinstated by payment to the beneficiary of the entire
amount then due (other than such portion of the principal
as would not then be due had no default occurred) and by
curing any other default complained herein that is capable
of being cured by tendering the performance required un-
der the obligation of the Trust Deed, and in addition to paying
said sums or tendering the performance necessary to cure
the default, by paying all costs and expenses actually in-
curred in enforcing the obligation and Trust Deed, together
with trustee's and attorney's fees not exceeding the
amounts provided by said ORS 86.753. It will be necessary
for you to contact the undersigned prior to the time you ten-
der reinstatement or payoff so that you may be advised of
the exact amount, including trustee's costs and fees, that you
will be required to pay. Payment must be in the full amount
in the form of cashier's or certified check. The effect of
the sale will be to deprive you and all those who hold by,
through and under you of all interest in the property de-
scribed above.

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 person owing an obligation,
the performance of which is secured by said Trust Deed, and
the words "trustee" and "beneficiary" include their respective
successors in interest, if any. The Beneficiary may be at-
tempting to collect a debt and any information obtained may
be used for that purpose. If the Trustee is unable to con-
vey title for any reason, the successful bidder's sole and ex-
clusive remedy shall be the return of monies paid to the
Trustee, and the successful bidder shall have no further re-
course. If available, the expected opening bid and/or post-
ponement information may be obtained by calling the fol-
lowing telephone number(s) on the day before the sale:
(714) 480-5690 or you may access sales information at
www.tacforeclosures.com/sales DATED: 03/04/11
CHRISTOPHER C. DORR, LLC, OSBA # 992526 By
CHRISTOPHER C. DORR, ATTORNEY AT LAW DIRECT
INQUIRIES TO: T.D. SERVICE COMPANY FORECLO-
SURE DEPARTMENT 1820 E. FIRST ST., SUITE 210
P.O. BOX 11988 SANTA ANA, CA 92711-1988 (800)
843-0260 TAC# 936845 PUB: 05/27/11, 06/03/11,
06/10/11, 06/17/11.
#13407 May 27, June 03, 10, 17, 2011.

**PROOF OF SERVICE
JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon
COUNTY OF: Klamath

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

FOR THE WITHIN NAMED: Occupants of **5565 Kellal Lane Klamath Falls, OR 97603**

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

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

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

1 st Attempt:	March 9, 2011	2:55 PM	Posted
2 nd Attempt:	March 11, 2011	7:40 AM	Served ✓
3 rd Attempt:			

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

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of **March 14, 2011**, I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed Chelsea Meek

5565 Kellal Lane Klamath Falls, OR 97603

ADDRESS OF SERVICE

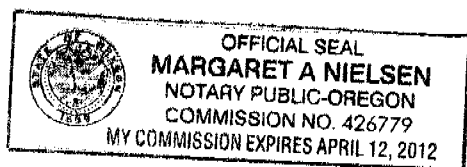
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

March 9, 2011 2:55 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: A. Thompson

Subscribed and sworn to before on this 14th day of March, 2011.



Margaret A. Nielsen
Notary Public for Oregon

✓ JMA

After recording Mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
AND ADDITIONAL DOCUMENTS AS ATTACHED.**

T.S. No: D524317 OR Unit Code: D Loan No: 115240478/CONSTRUCTION INC

STATE OF CALIFORNIA, COUNTY OF ORANGE, ss:

I, Kim Lee, 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 his successor in interest and not a party to the within action.

I gave notice of the 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, attached hereto.

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 of 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 of 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 CHRISTOPHER C. DORR, LLC, OSBA # 992526, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail at Santa Ana, CA on March 11, 2011. With respect to each person listed on the attached, one such notice was mailed with postage thereon sufficient for first-class delivery to the address indicated, and another such notice was mailed with 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.

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

T.S. No: D524317 OR Unit Code: D Loan No: 115240478/CONSTRUCTION INC

By: *[Signature]*
STATE OF CA)

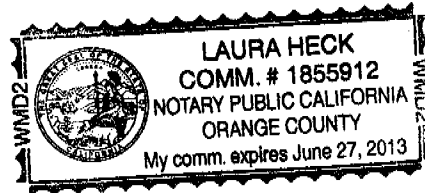
COUNTY OF Orange)SS

On 3-11-11 before me, *Laura Heck*, a Notary Public in and for said County and State, personally appeared *Rynn Lau*, 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Laura Heck* (Seal)



OREGON C/M FORM

Date: March 10, 2011
T.S. Number: D524317 OR
Unit Code: D
Loan No: 115240478/CONSTRUCTION INC

TOTAL MAILINGS 27
TSG 7
D/T 19
OTHER 1

☐ INPUT ONLY (Input under manual mail)
☒ PRINT ONLY - OUT ON 3-11-11
Inquire/change under 10 day "Y" Green card
SEQUENCE #'S _____
☐ INPUT AND PRINT - OUT ON March 11, 2011
Input under 10 day "Y" Green card

**** ALL MAIL IS CERTIFIED/FIRST CLASS RRR (GREEN CARD)**

**** USE TODAY'S DATE AS NOD RECORDING DATE**

☒ OK TO STUFF

Mail by Certified Mail Return Receipt Requested and First Class

1

TENANT OF THE PROPERTY

5563 KELLAL LANE, KLAMATH FALLS, OR 97603

48 w/D
2 w/rat
1 nas/not
54

DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 524317

Date: 03/14/11

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7634
RETURN RECEIPT REQUESTED

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7641
RETURN RECEIPT REQUESTED

MONTI'S CONSTRUCTION, INCORPORATED
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7658
RETURN RECEIPT REQUESTED

MONTI'S CONSTRUCTION, INCORPORATED
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7665
RETURN RECEIPT REQUESTED

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7672
RETURN RECEIPT REQUESTED

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7689
RETURN RECEIPT REQUESTED

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7696
RETURN RECEIPT REQUESTED

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7702
RETURN RECEIPT REQUESTED

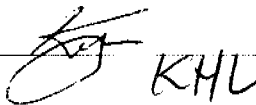
MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.

CERTIFIED 7105 2257 2920 1467 7719
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

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

 KHL

DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 524317

Date: 03/14/11

KLAMATH FALLS, OR 97601

MONTI'S CONSTRUCTION, INCORPORATED
5480 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7726
RETURN RECEIPT REQUESTED

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
5480 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7733
RETURN RECEIPT REQUESTED

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
5480 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7740
RETURN RECEIPT REQUESTED

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7757
RETURN RECEIPT REQUESTED

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7764
RETURN RECEIPT REQUESTED

MONTI'S CONSTRUCTION, INCORPORATED
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7771
RETURN RECEIPT REQUESTED

OCCUPANT
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7788
RETURN RECEIPT REQUESTED

MARTIN I. MONTI
2076 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7795
RETURN RECEIPT REQUESTED

JAMES J. MONTI
2089 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7801
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

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



DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 524317

Date: 03/14/11

MONTI'S CONSTRUCTION, INCORPORATED
C/O BRAD ASPELL
ASPELL DELLA-ROSE & RICHARD
122 S 5TH ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7818
RETURN RECEIPT REQUESTED

MONTIS CONSTRUCTION INC.
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7825
RETURN RECEIPT REQUESTED

MONTIS CONSTRUCTION INC.
1504 OREGON AVE
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7832
RETURN RECEIPT REQUESTED

MONTIS CONSTRUCTION INC.
1225 A ADAMS ST
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7849
RETURN RECEIPT REQUESTED

MARTIN MONTI
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7856
RETURN RECEIPT REQUESTED

JAMES J. MARTIN
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7863
RETURN RECEIPT REQUESTED

PRAIRIE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
PRAIRIE MEADOWS
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7870
RETURN RECEIPT REQUESTED

PRAIRIE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
C/O MARTIN I. MONTI
1225 A ADAMS ST
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1467 7887
RETURN RECEIPT REQUESTED

TENANT OF THE PROPERTY
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1467 7894
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

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

KHL 

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 524317

Date: 03/14/11

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

The undersigned does hereby declare that he/she is over the age of 18 years and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by First Class Mail, in a sealed envelope, a copy of the Notice of Default / Notice of Trustee's Sale (Circle)

Addressed to the following:

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

MONTI'S CONSTRUCTION, INCORPORATED
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

MONTI'S CONSTRUCTION, INCORPORATED
1225 ADAMS ST.
KLAMATH FALLS, OR 97601


JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.
KLAMATH FALLS, OR 97601

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.
KLAMATH FALLS, OR 97601

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


KHL

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 524317

11
Date: 03/14/11

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

The undersigned does hereby declare that he/she is over the age of 18 years and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by First Class Mail, in a sealed envelope, a copy of the Notice of Default / Notice of Trustee's Sale (Circle)

Addressed to the following:

MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.
KLAMATH FALLS, OR 97601

MONTI'S CONSTRUCTION, INCORPORATED
5480 KELLAL LANE
KLAMATH FALLS, OR 97603

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
5480 KELLAL LANE
KLAMATH FALLS, OR 97603

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
5480 KELLAL LANE
KLAMATH FALLS, OR 97603

MARTIN I. MONTI, PRESIDENT
C/O MONTI'S CONSTRUCTION, INCORPORATED
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

JAMES J. MONTI, SECRETARY
C/O MONTI'S CONSTRUCTION, INCORPORATED
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

MONTI'S CONSTRUCTION, INCORPORATED
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

OCCUPANT
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

MARTIN I. MONTI
2076 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

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


KHL

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 524317

Date: 03/14/11

STATE OF CALIFORNIA

COUNTY OF ORANGE

SS.

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Addressed to the following:

JAMES J. MONTI
2089 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

MONTI'S CONSTRUCTION, INCORPORATED
C/O BRAD ASPELL
ASPELL DELLA-ROSE & RICHARD
122 S 5TH ST.
KLAMATH FALLS, OR 97601

MONTIS CONSTRUCTION INC.
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

MONTIS CONSTRUCTION INC.
1504 OREGON AVE
KLAMATH FALLS, OR 97601

MONTIS CONSTRUCTION INC.
1225 A ADAMS ST
KLAMATH FALLS, OR 97601

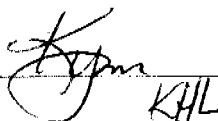
MARTIN MONTI
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

JAMES J. MARTIN
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

PRAIRIE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
PRAIRIE MEADOWS
KLAMATH FALLS, OR 97601

PRAIRIE MEADOWS HOMEOWNERS' ASSOCIATION, INC.
C/O MARTIN I. MONTI
1225 A ADAMS ST
KLAMATH FALLS, OR 97601

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


KHL

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 524317

Date: 03/14/11

STATE OF CALIFORNIA

COUNTY OF ORANGE

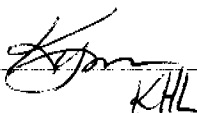
SS.

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Addressed to the following:

TENANT OF THE PROPERTY
5565 KELLAL LANE
KLAMATH FALLS, OR 97603

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


KHL

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

Space above this line for recorder's use

OREGON TRUSTEE'S NOTICE OF SALE



T.S. No: D524317 OR Unit Code: D Loan No: 115240478/CONSTRUCTION INC
Min No: 100186300000157998
AP #1: R893649
Title #:

Reference is made to that certain Trust Deed made by MONTIS CONSTRUCTION INC as **Grantor**, to ASPEN TITLE & ESCROW, INC as **Trustee**, in favor of STERLING SAVINGS BANK as **Beneficiary**.

Dated January 14, 2009, Recorded January 28, 2009 as Instr. No. 2009-001036 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County; OREGON
AND A CONTINUING GUARANTY DATED 02/08/07, SEE EXHIBIT "A" FOR CROSS
COLLATERALIZED DEEDS OF TRUST

covering the following described real property situated in said county and state, to wit:
LOT 8, TRACT NO. 1439, PRAIRIE MEADOWS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON
FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON

Both the beneficiary and the trustee have elected to sell the said real property. The property will be sold to satisfy the obligations secured by said Trust Deed 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:

7 PYMTS FROM 07/01/10 TO 01/01/11 @ 847.31	\$5,931.17
7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88	\$244.16
2 PYMTS FROM 02/01/11 TO 03/01/11 @ 855.03	\$1,710.06
1 L/C DUE 02/16/11 @ 34.88	\$34.88
DEMAND FEE	\$35.00

Sub-Total of Amounts in Arrears: \$7,955.27

PLUS EVIDENCE THAT REAL ESTATE TAXES ARE CURRENT. SEE EXHIBIT B FOR ADDITIONAL AMOUNTS DUE

Together with any default in the payment of recurring obligations as they become due.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and Trust Deed, the beneficiary may insist that you do so in order to

reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

The street or other common designation if any, of the real property described above is purported to be :
5565 KELLAL LANE, KLAMATH FALLS, OR 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following, to wit: Principal *** together with interest as provided in the note or other instrument secured , and such other costs and fees are due under the note or other instrument secured, and as are provided by statute. ***\$1,586,280.68

WHEREFORE, notice is hereby given that the undersigned trustee will, on July 11, 2011, at the hour of 10:00 A.M. in accord with the Standard Time, as established by ORS 187.110, INSIDE THE MAIN LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH FALLS , County of KLAMATH, State of OREGON, (which is the date, time and place set for said sale) 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 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 the right exists under O.R.S.86.753, 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 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 in the Notice of Default, that is capable of being cured by tendering the performance required under the obligation of the Trust Deed, 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 and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

Page 3

T.S. No: D524317 OR Unit Code: D Loan No: 115240478/CONSTRUCTION INC

It will be necessary for you to contact the undersigned prior to the time you tender reinstatement or payoff so that you may be advised of the exact amount, including trustee's costs and fees, that you will be required to pay. Payment must be in the full amount in the form of cashier's or certified check.

The effect of the sale will be to deprive you and all those who hold by, through and under you of all interest in the property described above.

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 person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.tacforeclosures.com/sales

DATED: *MARCH 04, 2011*

CHRISTOPHER C. DORR, LLC, OSBA # 992526

By 

CHRISTOPHER C. DORR, ATTORNEY AT LAW

DIRECT INQUIRIES TO:

T.D. SERVICE COMPANY
FORECLOSURE DEPARTMENT
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988
(800) 843-0260

T.S. No: D524317 OR

Loan#: 115240478/CONSTRUCTION INC

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/>

and Oregon Law Help Site (providing more information and a directory of legal aid programs)

<http://oregonlawhelp.org/OR/index.cfm>

and Oregon State Bar Lawyer Referral Service

503-684-3763 or toll-free in Oregon at 800-452-7636

<http://www.osbar.org>

<http://www.osbar.org/public/ris/ris.html#referral>

and information on federal loan modification programs at:

<http://www.makinghomeaffordable.gov/>

TS # D 524317

Loan 115240478/Montis Construction

EXHIBIT "A"

Said Deed of Trust is Cross Collateralized with the following Deeds of Trust:

TS# D524300

Recorded 1/28/09 as Instrument Number 2009-001040

TS# D 524309

Recorded 1-28-09 as Instrument Number 2009-001035

TS# D524286

Recorded 1/28/09 as Instrument Number 2009-001037

TS# D524310

Recorded 1/28/09 as Instrument Number 2009-001038

TS# D524318

Recorded 1/28/09 as Instrument Number 2009-001039

TS# D524362

Recorded 8/24/06 as Instrument Number 2006-017078

TS# D524320

Recorded 5/16/05 as Vol M05 Page 35170

TS# D524316

Recorded 9/26/07 as Instrument Number 2007-016860

D524317 Loan # 115240478

EXHIBIT B

The following is an itemized account of the amounts in arrears under the Deeds of Trust and other obligations pursuant to certain cross default provisions under the Deeds of Trust and/or Cross Collateralization and Cross Default Riders to Deeds of Trust

D524300 Loan # 115240387

7 PYMTS FROM 07/01/10 TO 01/01/11 @ 848.62	\$5,940.34
7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88	\$244.16
2 PYMTS FROM 02/01/11 TO 03/01/11 @ 712.40	\$1,424.80
1 L/C DUE 02/16/11 @ 34.88	\$34.88
DEMAND FEE	\$35.00
TOTAL	\$7,679.18

D524309 Loan# 115240460

7 PYMTS FROM 07/01/10 TO 01/01/11 @ 847.31	\$5,931.17
7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88	\$244.16
2 PYMTS FROM 02/01/11 TO 03/01/11 @ 855.03	\$1,710.06
1 L/C DUE 02/16/11 @ 34.88	\$34.88
DEMAND FEE	\$35.00
TOTAL	\$7,955.27

D524286 Loan # 115240486

7 PYMTS FROM 07/01/10 TO 01/01/11 @ 848.04	\$5,936.28
7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88	\$244.16
2 PYMTS FROM 02/01/11 TO 03/01/11 @ 855.82	\$1,711.64
1 L/C DUE 02/16/11 @ 34.88	\$34.88
DEMAND FEE	\$35.00
TOTAL	\$7,961.96

D424310 Loan # 115240403

7 PYMTS FROM 07/01/10 TO 01/01/11 @ 847.31	\$5,931.17
7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88	\$244.16

2 PYMTS FROM 02/01/11 TO 03/01/11 @ 848.72	\$1,697.44
1 L/C DUE 02/16/11 @ 34.88	\$34.88
DEMAND FEE	\$35.00
TOTAL	\$7,942.65

D514318 Loan # 115240395

7 PYMTS FROM 07/01/10 TO 01/01/11 @ 869.75	\$6,088.25
7 L/C FROM 07/16/10 TO 01/16/11 @ 34.88	\$244.16
2 PYMTS FROM 02/01/11 TO 03/01/11 @ 848.78	\$1,697.56
1 L/C DUE 02/16/11 @ 34.88	\$34.88
DEMAND FEE	\$35.00
TOTAL	\$8,099.85

D524362 Loan 378001018-9001

9 PYMTS FROM 06/15/10 TO 02/15/11 @ 1,656.36	\$14,907.24
9 L/C FROM 06/26/10 TO 02/26/11 @ 82.81	\$745.29
TOTAL	\$15,652.53

D524320 Loan 150703066

UNPAID PRINCIPAL BALANCE	\$280,366.20
INTEREST @ 6.5000 % FROM 05/24/10 THRU 03/04/11	\$14,224.69
ACCRUED LATE CHARGES	\$1,028.82
MISCELLANEOUS FEES	\$25,495.26
TOTAL	\$321,114.97

D524316 Loan 378001543-9001

9 PYMTS FROM 06/15/10 TO 02/15/11 @ 1,372.10	\$12,348.90
9 L/C FROM 06/26/10 TO 02/26/11 @ 68.60	\$617.40
TOTAL	\$12,966.30

T.S. Number: D524317 OR
Loan No: 115240478/CONSTRUCTION INC

NOTICE: Pursuant to CH 864, 2009 Oregon Laws
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:
5565 KELLAL LANE, 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 **March 4, 2011** to bring your mortgage loan current was \$410,313.42

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) 843-0260** 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: **T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210, P.O. BOX 11988, SANTA ANA, CA 92711-1988.**

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

SALE DATE: July 11, 2011 AT 10:00 A.M. INSIDE THE MAIN LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH FALLS, OREGON.

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call at 509/227-0910 to find out if your lender is willing to 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 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 Web site 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 509/227-0910. 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

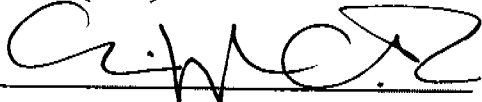
your circumstances have changed. Your lender is not obligated to modify your loan.

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: 1-800-723-3638. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at:
<http://www.makinghomeaffordable.gov/> or 1-888-995-Hope.

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 APRIL 13, 2011 WHICH IS AT LEAST 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.

Trustee name (print): **CHRISTOPHER DORR**
Trustee phone number: **(206) 555-1231**

Trustee signature  Date: MARCH 04, 2011

T.S. Number: D524317 OR

Property Address: 5565 KELLAL LANE, KLAMATH FALLS, OR 97603

NOTICE TO TENANTS

The Trustee is required to give you the following "Notice to Residential Tenants," which was written by the Oregon Legislature. However, it may not accurately or fully state your rights and responsibilities as a tenant under state and federal law. The Trustee cannot give you legal advice regarding these matters. If you have questions, you should consult with your own legal advisor.

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 the 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 the sale is 06/11/11. 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 for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid 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 with this matter, you may 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 have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 11, 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 a commercial 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 BECAUSE YOU ARE NOT CONSIDERED TO BE A BONA FIDE TENANT, 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 06/11/11 (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. If the buyer does not accept rent from you and does not notify you in writing that you must move out, there is no landlord and no one is responsible for maintaining the property.

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. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee name: **CHRISTOPHER C. DORR, LLC, OSBA # 992526**
c/o T.D. SERVICE COMPANY
Foreclosure Department
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988
(800) 843-0260

You are entitled to receive notice as provided under ORS 86.755 (5)(c) and you may have additional rights under Federal Law.

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: <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>.

STERLING SAVINGS BANK MODIFICATION REQUEST FORM

Date: March 4, 2011

TS Number: D524317

Unit Code: D

Loan No. 115240478

Property: 5565 Kellal Lane, Klamath Falls, OR 97603

Please note that this Modification Request Form must be completed and returned to:

T.D. Service Company

Attn: Unit D/ Foreclosure Department

1820 East First Street, Suite 210

Santa Ana, CA 92705

and must be received *on or before April 13, 2011*. Complete and return this Modification Request Form and Financial Statement disclosing the information requested, including your current address, phone number, and other facts that may affect your eligibility for loan modification.

I wish to apply for a loan modification. A loan modification is a written agreement between me and the lender that changes at least some of the terms of the loan.

Signature: _____

Signature: _____

You must also complete and return the Financial Statement contained on the following page. **The lender may request additional information or documentation** from you after review of this Modification Request Form in order to make a determination as to your eligibility for modification.

Financial Information Request For Loan # _____

Your name & mailing address _____

Co-Borrower's name & mailing address _____

Phone/Cell numbers and best time to call _____ Phone/Cell numbers and best time to call _____

How long have you owned the home? _____

Total Monthly Income (Net)

	Wages	Social Security	Pensions	Rent/Other Income
Mortgagor				
Co-Mortgagor				

Of Dependents _____ How long on current job? Mortgagor _____ Co-Mortgagor _____

Is the property for sale? _____ Listing date & price _____

Realtor name & company _____ Realtor's phone # _____

Monthly Expenses

1 st Mortgage	\$	Food	\$
2 nd Mortgage	\$	Gas/Electric	\$
Property Taxes	\$	Water/Sewer	\$
Homeowner's Insurance	\$	Trash	\$
HOA/Condo Fees	\$	Phones/Cell Phones	\$
Credit Card Payments	\$	Cable/Satellite TV	\$
Installment loan payments	\$	Internet	\$
Transportation/Gas/Car Repairs	\$	Life/Health Insurance	\$
# Of vehicles in household	\$	Child Support/Alimony	\$
Auto payments	\$	Medical/Dental Expenses	\$
Auto Insurance	\$	Charitable Contributions	\$
Day Care/Child Care	\$	Tuition	\$
Other	\$	Other	\$

I agree that the financial information provided is an accurate statement of my / Our financial status. I understand that any action taken by the Lender is in strict reliance on this information. My / our signature below grants the holder of my mortgage the authority to confirm the information that I have disclosed in this financial statement, to verify it is accurate by ordering a credit report and to contact my realtor and/or credit counseling representative.

By signing below, I agree that the lender, lender's affiliates, the loan servicer and their respective successors and assigns (collectively, "Servicer") may contact me at the telephone numbers listed above for the purpose related to the servicing and/or collection of any loan(s) or line of credit I have made. I agree that Servicer may use an automated dialing and announcing device to make such calls, that Servicer may make such calls to any telephone, facsimile or cellular telephone number that Servicer may subsequently obtain.

Mortgagor's Signature _____ Date _____

Co-Mortgagor's Signature _____ Date _____