1st 1689455

RECORDING COVER SHEET

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

2011-008079 Klamath County, Oregon



07/08/2011 02:55:00 PM

Fee: \$147.00

After Recording Return To:

T.D. Service Company 1820 E First St, Suite 210 P.O. Box 11988 Santa Ana CA 92711-1988

- 1. Name(s) of the Transaction(s):
  - Affidavit of Mailing
     Trustee's Notice of Sale

     Notice to Tenants
  - Affidavit of Publication Proof of Service
- 2. Direct Party (Grantor):

**Christopher Dorr** 

3. Indirect Party (Beneficiary):

James J & Debra A Monti

4. True and Actual Consideration Paid:

NA

5. Legal Description:

LOT 6 IN BLOCK 9 OF FAIRVIEW SECOND ADDITION TO THE CITY OF KLAMATH FALLS ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON;

6. Deed Reference:

2007/015093

#### 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: D524315 OR Unit Code: D Loan No: 378125483-9001 & 6001/MONTI

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.

Page 2

T.S. No: D524315 OR

Loan No: 378125483-9001 & 6001/MONTI

WITNESS my hand and official seal.

true and correct.

Signature (Seal)

Unit Code: D

KYM LAI
COMM. # 1847446
NOTARY PUBLIC CALIFORNIA ORANGE COUNTY
My comm. expires May 3, 2013

#### T.S.# D 524315

JAMES J. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

SPOUSE OF JAMES J. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

DEBRA A. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

SPOUSE OF DEBRA A. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

DEBRA A. MONTI 2089 CALIFORNIA AVE. KLAMATH FALLS, OR 97601

SPOUSE OF DEBRA A. MONTI 2089 CALIFORNIA AVE. KLAMATH FALLS, OR 97601

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

SPOUSE OF 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

OCCUPANT 1504 OREGON AVENUE

STATE OF CALIFORNIA COUNTY OF ORANGE Date: 03/11/11

CERTIFIED 7105 2257 2920 1466 7260 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7277 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7284 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7291 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7307 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7314 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7321 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7338 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7345 RETURN RECEIPT REQUESTED

CERTIFIED 7105 2257 2920 1466 7352 RETURN RECEIPT REQUESTED

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.

Lauren Heck

T.S.# D 524315

KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7369

CERTIFIED 7105 2257 2920 1466 7376

Date: 03/11/11

7105 2257 2920 1466 7383

RETURN RECEIPT REQUESTED

JENNIFER SIMPSON 422 W. RIVERSIDE AVE. #1100 SPOKANE, WA 99201-0300

CERTIFIED

STERLING SAVINGS BANK 540 MAIN ST

RETURN RECEIPT REQUESTED

STERLING SAVINGS BANK

KLAMATH FALLS, OR 97601

C/O KLAMATH FALLS COMMERCIAL BANKING CENTER

RETURN RECEIPT REQUESTED

540 MAIN ST

KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7390

RETURN RECEIPT REQUESTED

STERLING SAVINGS BANK C/O LOAN SUPPORT PO BOX 2131 SPOKANE, WA 99210

TENANT OF THE PROPERTY 1504 OREGON AVE

KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7406 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.

aura Hell

T.S.# D 524315

Date: 03/11/11

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 1504 OREGON AVE. KLAMATH FALLS, OR 97601

SPOUSE OF JAMES J. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

DEBRA A. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

SPOUSE OF DEBRA A. MONTI 1504 OREGON AVE. KLAMATH FALLS, OR 97601

DEBRA A. MONTI 2089 CALIFORNIA AVE. KLAMATH FALLS, OR 97601

SPOUSE OF DEBRA A. MONTI 2089 CALIFORNIA AVE. KLAMATH FALLS, OR 97601

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

SPOUSE OF 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

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

Laura Heck

# AFFIDAVIT OF MAILING BY FIRST CLASS MAIL

T.S.# D 524315

Date: 03/11/11

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:

OCCUPANT 1504 OREGON AVENUE KLAMATH FALLS, OR 97601

JENNIFER SIMPSON 422 W. RIVERSIDE AVE. #1100 SPOKANE, WA 99201-0300

STERLING SAVINGS BANK 540 MAIN ST KLAMATH FALLS, OR 97601

STERLING SAVINGS BANK
C/O KLAMATH FALLS COMMERCIAL BANKING CENTER
540 MAIN ST
KLAMATH FALLS, OR 97601

STERLING SAVINGS BANK C/O LOAN SUPPORT PO BOX 2131 SPOKANE, WA 99210

TENANT OF THE PROPERTY 1504 OREGON AVE KLAMATH FALLS, OR 97601

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

Laura Heck

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: D524315 OR Title #: 5162565

Beneficiary.

Unit Code: D

Loan No: 378125483-9001 & 6001/MONTI

Reference is made to that certain Trust Deed made by JAMES J MONTI, DEBRA A. MONTI as Grantor, to BRAD WILLIAMS C/O UPF INCORPORATED as Trustee, in favor of STERLING SAVINGS BANK as

Dated August 23, 2007, Recorded August 27, 2007 as Instr. No. 2007-015093 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County; OREGON and re-recorded February 13, 2008 as Instr. No. 2008-001854 in Book --- Page --- SAID DEED OF TRUST SECURES CERTAIN OBLIGATIONS AS SET FORTH ON THE ATTACHED EXHIBIT "A"

covering the following described real property situated in said county and state, to wit:

LOT 6 IN BLOCK 9 OF FAIRVIEW SECOND ADDITION TO THE CITY OF KLAMATH FALLS,

ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK

OF KLAMATH COUNTY, OREGON

At the same time as the Trustee's sale the Lender/Trustee will sell at public sale the personal property described on the attached Exhibit "B"

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:

5 PYMTS FROM 10/15/10 TO 2/15/11 @ \$953.80 5 L/C FROM 10/26/10 TO 2/26/11 @ \$50.00 LN 378125483-6001 UNPAID PRINCIPAL BALANCE INTEREST FROM 7/15/10 TO 3/4/11 \$4,769.00

\$250.00 \$26,441.15

20,122,00

\$714.83

Sub-Total of Amounts in Arrears:

**\$**32**,**174**.**98

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

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T.S. No: D524315 OR Unit Code: D Loan No: 378125483-9001 & 6001/MONTI

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: 1504 OREGON AVE, KLAMATH FALLS, OR 97601

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 \$122,132.99, together with interest as provided in the note or other instrument secured from 07/15/10, and such other costs and fees are due under the note or other instrument 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 date, time and place set for said sale) sell at public auction to the highest bidder for cash the interest in the said described reat 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.

\*and personal

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: D524315 OR Unit Code: D Loan No: 378125483-9001 & 6001/MONTI

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 4, 2011

CHRISTOPHER C. DORR, LLC, OSBA # 992526

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: D524315 OR Loan#: 378125483-9001 & 6001/MONTI

## 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) <a href="http://oregonlawhelp.org/OR/index.cfm">http://oregonlawhelp.org/OR/index.cfm</a>

and Oregon State Bar Lawyer Referral Service 503-684-3763 or toll-free in Oregon at 800-452-7636 <a href="http://www.osbar.org">http://www.osbar.org</a> <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org/public/ris/ris.html#referral</a>

and information on federal loan modification programs at: <a href="http://www.makinghomeaffordable.gov/">http://www.makinghomeaffordable.gov/</a>

## **EXHIBIT "A"**

Said Deed of Trust secures certain obligations including 2 notes dated 8/23/07 for the aggregate sum of \$152,441.50; an Assignment of Rents dated 8/23/07; Security Agreements dated 8/23/07and 9/29/08; Change in Terms Agreements dated 11/02/07, 9/17/08, 9/29/08 and11/16/09; and a Business Loan Agreement dated 8/23/07

## EXHIBIT B - PERSONAL PROPERTY

ALL INVENTORY, EQUIPMENT, ACCOUNTS (INCLUDING BUT NOT LIMITED TO ALL HEALTH-CARE-INSURANCE RECEIVABLES), CHATTEL PAPER. INSTRUMENTS (INCLUDING BUT NOT LIMITED TO ALL PROMISSORY NOTES), LETTER-OF-CREDIT RIGHTS, LETTERS OF CREDIT. DOCUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY, MONEY. OTHER RIGHTS TO PAYMENT AND PERFORMANCE, AND GENERAL INTANGIBLES (INCLUDING BUT NOT LIMITED TO ALL SOFTWARE AND ALL PAYMENT INTANGIBLES); ALL OIL, GAS AND OTHER MINERALS BEFORE EXTRACTION; ALL OIL, GAS, OTHER MINERALS AND ACCOUNTS CONSTITUTING AS-EXTRACTED COLLATERAL: ALL FIXTURES. ALL TIMBER TO BE CUT, ALL ATTACHMENTS, ACCESSIONS, ACCESSORIES. FITTINGS, INCREASES, TOOLS, PARTS, REPAIRS, SUPPLIES, AND COMMINGLED GOODS RELATING TO THE FOREGOING PROPERTY. AND ALL ADDITIONS, REPLACEMENTS OF AND SUBSTITUTIONS FOR ALL OR ANY PART OF THE FOREGOING PROPERTY: ALL INSURANCE REFUNDS RELATING TO THE FOREGOING PROPERTY: ALL GOOD WILL RELATING TO THE FOREGOING PROPERTY: ALL RECORDS AND DATA AND EMBEDDED SOFTWARE RELATING TO THE FOREGOING PROPERTY. AND ALL EQUIPMENT, INVENTORY AND SOFTWARE TO UTILIZE, CREATE, MAINTAIN AND PROCESS ANY SUCH RECORDS AND DATA ON ELECTRONIC MEDIA: AND ALL SUPPORTING OBLIGATIONS RELATING TO THE FOREGOING PROPERTY; ALL WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR WHETHER NOW OR HEREAFTER SUBJECT TO ANY RIGHTS IN THE FOREGOING PROPERTY; AND ALL PRODUCTS AND PROCEEDS (INCLUDING BUT NOT LIMITED TO ALL INSURANCE PAYMENTS) OF OR RELATING TO THE FOREGOING PROPERTY.

IN ADDITION, THE WORD "COLLATERAL" ALSO INCLUDES ALL OF THE FOLLOWING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHEREVER LOCATED:

(A) ALL ACCESSIONS, ATTACHMENTS, ACCESSORIES, TOOLS, PARTS, SUPPLIES, REPLACEMENTS OF AND ADDITIONS TO ANY OF THE COLLATERAL DESCRIBED HEREIN, WHETHER ADDED NOW OR LATER.

- (B) ALL PRODUCTS AND PRODUCE OF ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION.
- (C) ALL ACCOUNTS, GENERAL INTANGIBLES, INSTRUMENTS, RENTS, MONIES, PAYMENTS AND ALL OTHER RIGHTS, ARISING OUT OF A SALE, LEASE, CONSIGNMENT OR OTHER DISPOSITION OF ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION.
- (D) ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) FROM THE SALE, DESTRUCTION, LOSS, OR OTHER DISPOSITION OF ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION, AND SUMS DUE FROM A THIRD PARTY WHO HAS DAMAGED OR DESTROYED THE COLLATERAL OR FROM THAT PARTY'S INSURER, WHETHER DUE TO JUDGMENT, SETTLEMENT OR OTHER PROCESS.
- (E) ALL RECORDS AND DATA RELATING TO ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION, WHETHER IN THE FORM OF A WRITING, PHOTOGRAPH, MICROFILM, MICROFICHE, OR ELECTRONIC MEDIA, TOGETHER WITH ALL OF THE GRANTOR'S RIGHT, TITLE, AND INTEREST IN AND TO ALL COMPUTER SOFTWARE REQUIRED TO UTILIZE, CREATE, MAINTAIN, AND PROCESS ANY SUCH RECORDS OR DATA ON ELECTRONIC MEDIA.

T.S. Number: D524315 OR Loan No: 378125483 1 & 6001/MONTI



# 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: 1504 OREGON AVE, KLAMATH FALLS, OR 97601

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

The amount you would have had to pay as of March 4, 2011 to bring your mortgage loan current was \$33,476.18

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:
You can pay the amount past due or correct any other default, up to five days before the sale.

You can refinance or otherwise pay off the loan in full anytime before the sale. 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.
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 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.

Date: MARCH 04, 2011

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

DANGEROR

T.S. Number: D524315 OR

Property Address: 1504 OREGON AVE, KLAMATH FALLS, OR 97601

#### 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.

# 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#13402 SALE MONTI #936960

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: 05/28/2011 06/04/2011 06/11/2011 06/18/2011

Subsorbed and sworn by Jeanine Day before me on:

une P

20th day of June in the year of 2011

Notary Public of Oregon

My commision expires on May 15, 2012



# OREGON TRUSTEE'S NOTICE OF SALE T.S. No: D524315 OR Unit Code: D Loan No: 378125483-9001 & 6001/MONTI AP #1: R300944 Title #: 5162565

Reference is made to that certain Trust Deed made by JAMES J MONTI, DEBRA A. MONTI as Grantor, to BRAD WILLIAMS C/O UPF INCORPORATED as Trustee, in favor of STERLING SAVINGS BANK as Beneficiary. Dated August 23, 2007, Recorded August 27, 2007 as Instr. No. 2007-015093 in Book ... Page ... of Official Records in the office of the Recorder of KLAMATH County; OREGON and re-recorded February 13, 2008 as Instr. No. 2008-001854 in Book ... Page ... AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED 08/23/07, AND SUCH NOTE IS ALSO SECURED. BY A SECURITY AGRIEDMENT DATED ON The aggregate sum of \$152,441.50; an Assignment of Rents dated 8/23/07; Security Agreements dated \$23/07 for the aggregate sum of \$152,441.50; an Assignment of Rents dated 8/23/07; Security Agreements dated \$23/07 for the aggregate sum of \$152,441.50; an Assignment of Rents dated 8/23/07; Security Agreements dated 11/02/07,9/17/08, 9/29/88 and 11/16/09; and a Business Loan Agreement dated 8/23/07 covering the following described real property situated in said county and state, to wit: LOT 6 in BLOCK 9 of FAIR PLAY SECOND ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THE PLAY AGRIED THE AGRIEDMENT AND ACCORDING TO THE COUNTY OF THE PLAY AGRIEDMENT

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 \$122,132.99, together with interest as provided in the note or other instrument secured from 07/15/10, and such other costs and fees are due under the note or other instrument 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 COURT-HOUSE, 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 and personal 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 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 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. 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, throug

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 attempting to collect a debt and any information obtained may be used for that purpose. 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 <a href="https://www.tacforeclosures.com/sales">www.tacforeclosures.com/sales</a> DATED: 03/04/11 CHRISTO-PHER C. DORR, LLC, OSBA # 992526 By CHRISTOPHER C. DORR, ATTÖRNEY 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 TAC# 936960 PUB: 05/28/11, 06/04/11, 06/11/11, 06/18/11. #13402 May 28, June 04, 11, 18, 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 1504 Oregon Ave. Klamath Falls, OR 97601	
PERSONALLY SERVED: Original or True Copy to within named, personally and in person toat the address below.	
SUBSITUTE SERVICE: By delivering an Original or True Copy to_, a person over the age of 14 who resides at the place of about the within named at said abode shown below for:	de
	ne
SUBSTITUTE SERVICE MAILER: That on the day of March 17, 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 plant which substitute service was made.  Signed Signed Signed	ce
1504 Oregon Ave. Klamath Falls, OR 97601 ADDRESS OF SERVICE	_
further certify that I am a competent person 18 years of age or older and a resident of the state of service of the tate 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  SATE OF SERVICE  TIME OF SERVICE  By:  By:	
Subscribed and sworn to before on this 17 day of March, 2011.	
OFFICIAL SEAL MARGARET AMELSEN	