

1st
- 1689158

2011-008081

Klamath County, Oregon



00104415201100080810240243

07/08/2011 03:02:00 PM

Fee: \$162.00

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.

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):

Monti's Construction

4. True and Actual Consideration Paid:

NA

5. Legal Description:

SEE ATTACHED EXIBITS

6. Deed Reference:

2006/017078

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: D524362 OR Unit Code: D Loan No: 378001018-9001/MONTI'S CO

STATE OF CALIFORNIA, COUNTY OF ORANGE, ss:

I, Kyun Lai, 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: D524362 OR Unit Code: D Loan No: 378001018-9001/MONTI'S CO

By: Kym Lai
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 Kym Lai, 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)



DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 524362

Date: 03/11/11

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

CERTIFIED 7105 2257 2920 1466 7413
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 1466 7420
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7437
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7444
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7451
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7468
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7475
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7482
RETURN RECEIPT REQUESTED

MONTI'S CONSTRUCTION, INCORPORATED
1504 OREGON AVE.

CERTIFIED 7105 2257 2920 1466 7499
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.


J. Monti

DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 524362

Date: 03/11/11

KLAMATH FALLS, OR 97601

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

CERTIFIED 7105 2257 2920 1466 7505
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7512
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7529
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7536
RETURN RECEIPT REQUESTED

JANET L. MONTI
2076 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7543
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7550
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7567
RETURN RECEIPT REQUESTED

JANET L. MONTI
133 LE ROY CIRCLE
MEDFORD, OR 97501

CERTIFIED 7105 2257 2920 1466 7574
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7581
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

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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 524362

Date: 03/11/11

JANET L. MONTI
C/O PENNY AUSTIN
925 W. 8TH ST.
MEDFORD, OR 97501

CERTIFIED 7105 2257 2920 1466 7598
RETURN RECEIPT REQUESTED

OCCUPANT
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7604
RETURN RECEIPT REQUESTED

OCCUPANT
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7611
RETURN RECEIPT REQUESTED

STERLING SAVINGS BANK
540 MAIN ST
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7628
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7635
RETURN RECEIPT REQUESTED

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

CERTIFIED 7105 2257 2920 1466 7642
RETURN RECEIPT REQUESTED

TENANT OF THE PROPERTY
1225 ADAMS STREET
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1466 7659
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

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



AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 524362

Date: 03/11/11

STATE OF CALIFORNIA

COUNTY OF ORANGE

SS.

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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.



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BY FIRST CLASS MAIL

T.S.# D 524362

Date: 03/11/11

STATE OF CALIFORNIA

COUNTY OF ORANGE

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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
2076 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

JANET L. MONTI
2076 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

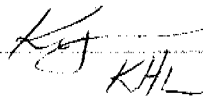
DEBRA A. MONTI
2089 CALIFORNIA AVE.
KLAMATH FALLS, OR 97601

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

JANET L. MONTI
133 LE ROY CIRCLE
MEDFORD, OR 97501

MONTI'S CONSTRUCTION, INCORPORATED

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



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BY FIRST CLASS MAIL

T.S.# D 524362

Date: 03/11/11

STATE OF CALIFORNIA
COUNTY OF ORANGE

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Addressed to the following:

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

JANET L. MONTI
C/O PENNY AUSTIN
925 W. 8TH ST.
MEDFORD, OR 97501

OCCUPANT
1225 A ADAMS ST.
KLAMATH FALLS, OR 97601

OCCUPANT
1225 ADAMS ST.
KLAMATH FALLS, OR 97601

STERLING SAVINGS BANK
540 MAIN ST
KLAMATH FALLS, OR 97601

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

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

TENANT OF THE PROPERTY
1225 ADAMS STREET
KLAMATH FALLS, OR 97601

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



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: D524362 OR Unit Code: D Loan No: 378001018-9001/MONTT'S CO
Title #: 5158792

Reference is made to that certain Trust Deed made by MONTT'S CONSTRUCTION, INCORPORATED as **Grantor**, to BRAD WILLIAMS as **Trustee**, in favor of STERLING SAVINGS BANK as **Beneficiary**.

Dated August 23, 2006, Recorded August 24, 2006 as Instr. No. 2006-017078 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County; OREGON
AND A CONTINUING GUARANTY DATED 10/27/04, AND SAID DEED OF TRUST CONTAINS A SECURITY AGREEMENT OF EVEN DATE, SEE EXHIBIT "A" FOR CROSS COLLATERALIZED DEEDS OF TRUST

covering the following described real property situated in said county and state, to wit:
LOTS 39, 40 AND 41, BLOCK 2, INDUSTRIAL 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.

Both the beneficiary and the trustee have elected to sell the said real ^{and personal} 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:

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
Sub-Total of Amounts in Arrears:	\$15,652.53

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

Page 2

T.S. No: D524362 OR Unit Code: D Loan No: 378001018-9001/MONTI'S CO

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 :
1225 ADAMS STREET, 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 ***, 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.
* 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: D524362 OR Unit Code: D Loan No: 378001018-9001/MONTI'S CO

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 02, 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: D524362 OR

Loan#: 378001018-9001/MONTI'S CO

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 524362

Loan 378001018-9001/Montis Construction

EXHIBIT "A"

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

TS# D524318

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

TS# D524309

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# D524317

Recorded 1/28/09 as Instrument Number 2009-001036

TS# D524300

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

TS# D524320

Recorded 5/16/05 as Vol M05 Page 35170

TS# D524316

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

D524362 Loan 378001018-9001

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

D524317 Loan # 115240478

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

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

TS#D524362

LOAN#378001018-9001

EXHIBIT C – PERSONAL PROPERTY

ALL EQUIPMENT, FIXTURES, AND OTHER ARTICLES OF PERSONAL PROPERTY NOW OR HEREAFTER OWNED BY GRANTOR, AND NOW OR HEREAFTER ATTACHED OR AFFIXED TO THE REAL PROPERTY; TOGETHER WITH ALL ACCESSIONS, PARTS, AND ADDITIONS TO ALL REPLACEMENTS OF, AND ALL SUBSTITUTIONS FOR, ANY OF SUCH PROPERTY; AND TOGETHER WITH ALL PROCEEDS (INCLUDING WITHOUT LIMITATION ALL INSURANCE PROCEEDS AND REFUNDS OF PREMIUMS) FROM ANY SALE OR OTHER DISPOSITION OF THE PROPERTY.

T.S. Number: D524362 OR
Loan No: 378001018-9001/MONTI'S CO

**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:
1225 ADAMS STREET, 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 \$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: D524362 OR

Property Address: 1225 ADAMS STREET, 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#13451 MONTI CONST
#936843

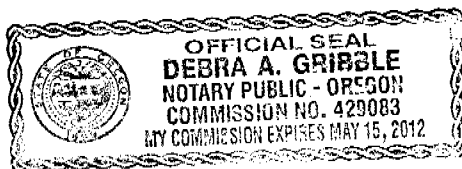
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

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. Gribble
Notary Public of Oregon
My commission expires on May 15, 2012



OREGON TRUSTEE'S NOTICE OF SALE
T.S. No: D524362 OR Unit Code: D
Loan No: 378001018-9001/MONTI'S CO Title #: 5158792

Reference is made to that certain Trust Deed made by MONTI'S CONSTRUCTION, INCORPORATED as Grantor, to BRAD WILLIAMS as Trustee, in favor of STERLING SAVINGS BANK as Beneficiary. Dated August 23, 2006, Recorded August 24, 2006 as Instr. No. 2006-017078 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County, OREGON AND A CONTINUING GUARANTY DATED 10/27/04, AND SAID DEED OF TRUST CONTAINS A SECURITY AGREEMENT OF EVEN DATE, TS # D 524362 Loan 378001018-9001/Montis Construction EXHIBIT "A" Said Deed of Trust is Cross Collateralized with the following Deeds of Trust: TS# D524318 Recorded 1/28/09 as Instrument Number 2009-001039 TS# D524309 Recorded 1-28-09 as Instrument Number 2009-001035 TS# D524310 Recorded 1/28/09 as Instrument Number 2009-001038 TS# D524317 Recorded 1/28/09 as Instrument Number 2009-001036 TS# D524300 Recorded 1/28/09 as Instrument Number 2009-001040 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: LOTS 39, 40 AND 41, BLOCK 2, INDUSTRIAL 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 TS#D524362 LOAN#378001018-9001 EXHIBIT C- PERSONAL PROPERTY ALL EQUIPMENT, FIXTURES, AND OTHER ARTICLES OF PERSONAL PROPERTY NOW OR HEREAFTER OWNED BY GRANTOR, AND NOW OR HEREAFTER ATTACHED OR AFFIXED TO THE REAL PROPERTY; TOGETHER WITH ALL ACCESSIONS, PARTS, AND ADDITIONS TO ALL REPLACEMENTS OF, AND ALL SUBSTITUTIONS FOR, ANY OF SUCH PROPERTY; AND TOGETHER WITH ALL PROCEEDS (INCLUDING WITHOUT LIMITATION ALL INSURANCE PROCEEDS AND REFUNDS OF PREMIUMS) FROM ANY SALE OR OTHER DISPOSITION OF THE PROPERTY.

Both the beneficiary and the trustee have elected to sell the said real and personal 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: 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 Sub-Total of Amounts in Arrears: \$15,652.53 PLUS EVIDENCE THAT REAL ESTATE TAXES ARE CURRENT. D524362 Loan 378001018-9001 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 @ 855.03 \$1,710.06 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 D524317 Loan # 115240478 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 D524310 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 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 \$25,495.22

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 default in the
payment of recurring obligations as they become due.
ALSO, if you have failed to pay taxes on the property, pro-
vide 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 1225 ADAMS
STREET, 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 \$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 in-
strument 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 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 ex-
ecution of said Trust Deed, to satisfy the foregoing obliga-
tions 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 beneficia-
ry of the entire amount then due (other than such portion of
the principal as would not then be due had no default oc-
curred) 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 ad-
dition to paying said sums or tendering the performance
necessary to cure the default, by paying all costs and ex-
penses 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, 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. 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.lacforeclosures.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# 936843 PUB: 05/27/11, 06/03/11,
06/10/11, 06/17/11.
#13451 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 **1225 Adams St. Klamath Falls, OR 97601** ✓

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

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

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

1 st Attempt:	March 9, 2011	1:26 PM	Posted	✓
2 nd Attempt:	March 12, 2011	2:00 PM	Posted	
3 rd Attempt:	March 15, 2011	2:40 PM	Posted	

☐ **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 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 place at which substitute service was made.

Signed

Chelsea Meeh

1225 Adams St. Klamath Falls, OR 97601

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 1:26 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By:

A. Thompson

Subscribed and sworn to before on this 17 day of March, 2011.



Margaret A. Nielsen
Notary Public for Oregon