

1st 16.95771

2011-08646
Klamath County, Oregon



After recording return to:

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

07/26/2011 03:01:40 PM

Fee: \$67.00

T.S. No: D525062OR
Loan No: 378686882-9002/Allen

5239693 **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 Danny R Allen and Cynthia Allen :

☒ X 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 July 18, 2011 by Crystal Nelson
(name of affiant).

Reference #2007-42906



Notary Public for Washington

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: D525062 OR Unit Code: D Loan No: 378686882-9002/ALLEN
Title #: 5239693

Reference is made to that certain Trust Deed made by DANNY R ALLEN, CYNTHIA ALLEN as **Grantor**, to BRAD WILLIAMS C/O UPF INCORPORATED, A WASHINGTON CORPORATION as **Trustee**, in favor of STERLING SAVINGS BANK as **Beneficiary**.

Dated July 18, 2007, Recorded July 20, 2007 as Instr. No. 2007-012906 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County; OREGON
AND SAID DEED OF TRUST CONTAINS A SECURITY AGREEMENT OF EVEN DATE

covering the following described real property situated in said county and state, to wit:
SEE ATTACHED EXHIBIT A.

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 ^{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:

5 PYMTS FROM 11/15/10 TO 03/15/11 @ 1,260.40	\$6,302.00
4 L/C FROM 11/26/10 TO 02/26/11 @ 63.02	\$252.08
Sub-Total of Amounts in Arrears:	\$6,554.08

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 :
22300 & 22310 HIGHWAY 140, DAIRY, OR 97625

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 \$137,595.37, together with interest as provided in the note or other instrument secured from 10/15/10, 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 August 1, 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 ^{*** and personal property} 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: D525062 OR Unit Code: D Loan No: 378686882-9002/ALLEN

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 25, 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: D525062 OR

Loan#: 378686882-9002/ALLEN

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/>

Exhibit A

PARCEL 1:

A parcel of land situated in the NE 1/4 NW 1/4 of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 NW 1/4 of said Section 34; thence North 89° 41' West a distance of 872 feet; thence North a distance of 30 feet to an iron pin on the North line of the Dairy-Bonanza Highway, said point being 30 feet North of the Southwest corner of that tract of land described in Book 170 at Page 175, Deed Records of Klamath County, Oregon; thence North 89° 41' West along the North line of said highway a distance of 53.05 feet to a one-half inch iron pin on the true point of beginning of this description; thence North 03° 14' East a distance of 105.31 feet to a one-half inch iron pin; thence South 47° 54' West a distance of 26.86 feet to a one-half inch iron pin on the interior corner of that tract of land described in Book 333 at Page 607, Deed Records of Klamath County, Oregon; thence South 66° 28' West to the Easterly line of the Dairy-Bonanza Highway; thence Southerly and Easterly following the Easterly and Northerly line of said highway to the true point of beginning of this description.

PARCEL 2:

A tract of land situated in the NE 1/4 NW 1/4 of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point that is North 89° 41' West a distance of 872 feet and North a distance of 30 feet from the Southeast corner of the NE 1/4 NW 1/4 of said Section 34; thence North a distance of 148.0 feet to an iron pin in the centerline of the Horsefly Irrigation Ditch; thence North 9° 12' West 54.96 feet to an iron pin on the Southerly line of the Klamath Falls-Lakeview Highway; thence South 61° 23' West along the Southerly line of said highway a distance of 97.68 feet to the true point of beginning; thence South 22° 02' East a distance of 72.28 feet to an iron pin; thence South 66° 28' West to the Easterly line of the Dairy-Bonanza Highway; thence Northerly and Easterly following the Southerly line of the Dairy-Bonanza Highway and the Klamath Falls-Lakeview Highway to the point of beginning.

PARCEL 3:

A parcel of land situated in the NE 1/4 NW 1/4 of Section 34, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of the NE 1/4 NW 1/4 of said Section 34; thence North 89° 41' West a distance of 873 feet; thence North a distance of 30 feet to an iron pin on the North line of the Dairy-Bonanza Highway, said point being 30 feet North of the Southwest corner of that tract of land described in Book 170 at Page 175, Deed Records of Klamath County, Oregon; thence North 89° 41' West along the North line of said highway a distance of 53.05 feet to a 1/2 inch iron pin; thence North 03° 14' East a distance of 105.31 feet to a 1/2 inch iron pin on the true point of beginning of this description; thence North 47° 54' East a distance of 63.49 feet to a 1/2 inch iron pin in the centerline of the Horsefly Irrigation Ditch, said point being in the Easterly line of that land described in Book 333 at Page 607, Deed Records of Klamath County, Oregon; thence North 09° 12' West a distance of 54.96 feet to an iron pin on the Southerly line of the Klamath Falls-Lakeview Highway; thence Southwesterly along the Southerly line of said highway to an iron pin that bears South 61° 23' West a distance of 97.68 feet from the last mentioned point; thence South 22° 02' East a distance of 72.28 feet to an iron pin (this distance is 72.78 feet by the description in said deed recorded); thence North 47° 54' East a distance of 26.86 feet to the true point of beginning of this description.

EXCEPTING THEREFROM any portion of the above described property lying within the highways right of ways.

CODE 037 MAP 3811-V34B0 TL 00900 KEY #485077
CODE 037 MAP 3811-V34B0 TL 01000 KEY #485068
CODE 037 MAP 3811-V34B0 TL 01100 KEY #485086

D525062

Exhibit "B"

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 of the property.