

MITC89312

After recording return to:

Fidelity National Title Insurance Company

135 Main Street, Suite 1900

San Francisco, CA 94105

TS No.: 10-01567-4A

Order No.: 89312

Loan No: 115231162 / Curry

2011-009351

Klamath County, Oregon



00106030201100093510130135

08/12/2011 03:15:02 PM

Fee: \$112.00

RECORDING COVER SHEET FOR NOTICE OF SALE PROOF OF COMPLIANCE,

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

Affidavit of Mailing Trustee's Notice of Sale

Affidavit of Compliance

Affidavit of Posting

Affidavit of Publication

Affidavit of Non-Military Status

Original Grantor: Henry F. Curry Jr., an unmarried man

Current Beneficiary: Sterling Savings Bank

115231162



Walz Affidavit #: 2423275

AFFIDAVIT OF MAILING

Default Resolution Network

Date: 06/03/2011

Ref. No.: 10-01567-4

MailbatchID: 356177

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on June 03, 2011, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

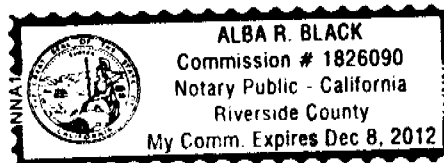
X 
Affiant Kassondra Zeller

ORGRNTR
2250741081
REF #: 10-01567-4
Henry F. Curry, Jr.
23229 Highway 140 East
Bonanza, OR 97623

ORGRNTR
2250741082
REF #: 10-01567-4
OCCUPANT/GRANTOR
23229 Highway 140 East
Bonanza, OR 97623

ORNOS
2250741168
REF #: 10-01567-4
Henry F. Curry, Jr.
23229 Highway 140 East
Bonanza, OR 97623

ORNOS
2250741169
REF #: 10-01567-4
OCCUPANT/GRANTOR
23229 Highway 140 East
Bonanza, OR 97623



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (or affirmed) before me on this 8 day of June (month),
2011 (year), by Kassondra Zeller, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



(Signature of Notary)

(Seal of Notary)



Walz Affidavit #: 2423412

AFFIDAVIT OF MAILING

Default Resolution Network

Date: 06/03/2011

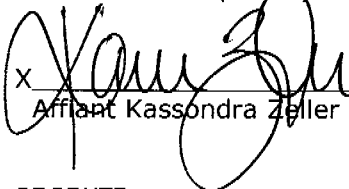
Ref. No.: 10-01567-4

MailbatchID: 356182

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on June 03, 2011, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

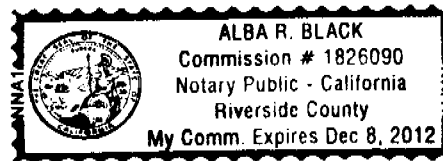
X 
Affiant Kassondra Zeller

ORGRNTR
7196 9006 9295 2294 3041
REF #: 10-01567-4
Henry F. Curry, Jr.
23229 Highway 140 East
Bonanza, OR 97623

ORGRNTR
7196 9006 9295 2294 3058
REF #: 10-01567-4
OCCUPANT/GRANTOR
23229 Highway 140 East
Bonanza, OR 97623

ORNOS
7196 9006 9295 2294 3911
REF #: 10-01567-4
Henry F. Curry, Jr.
23229 Highway 140 East
Bonanza, OR 97623

ORNOS
7196 9006 9295 2294 3928
REF #: 10-01567-4
OCCUPANT/GRANTOR
23229 Highway 140 East
Bonanza, OR 97623



STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (or affirmed) before me on this 27 day of July (month), 2011 (year), by Kassondra Zeller, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



(Signature of Notary)

(Seal of Notary)

TRUSTEE'S NOTICE OF SALE

Loan No: 115231162 / Curry
T.S. No.: 10-01567-4A

Reference is made to that certain Deed of Trust dated as of December 24, 2007 made by, Henry F. Curry Jr., an unmarried man, as the original grantor, to Aspen Title & Escrow, Inc., as the original trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), as the original beneficiary, recorded on December 31, 2007, as Instrument No. 2007-021623 of Official Records in the Office of the Recorder of Klamath County, Oregon (the "Deed of Trust").

The current beneficiary is: Sterling Savings Bank, (the "Beneficiary").

APN: R-3811-V2700-00602-000

That portion of the S 1/2 of the NE 1/4 of Section 27, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County Oregon, lying Southeasterly of the railroad right of way and Northwesterly of State Highway 140.

EXCEPT any portion thereof lying within Hildebrand Road.

CODE 036 & 037 MAP 3811-V2700 TL 00602 Key #891108; Key #882146 and CODE 036 Map 3811-V2700 TL 00501 Key #882147

Commonly known as: 23229 Highway 140 East, Bonanza, OR

Both the Beneficiary and the Trustee have elected to sell the said real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default(s) for which the foreclosure is made is that the grantor(s): failed to pay payments which became due; together with late charges due; failed to pay advances made by the Beneficiary; failed to pay attorneys' fees and expenses; failed to pay, when due, and/or provide evidence of payment of real and/or personal property taxes, together with interest and/or penalties due thereon; and which defaulted amounts total: \$31,408.55 as of May 27, 2011.

By this reason of said default the Beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: The sum of \$219,337.52 together with interest thereon at the rate of 6.50000% per annum from April 1, 2010 until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that FIDELITY NATIONAL TITLE INSURANCE COMPANY, as the duly appointed Trustee under the Deed of Trust will on **October 5, 2011** at the hour of **10:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, County of Klamath, State of Oregon**, 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 the execution of the Deed of Trust, together with any interest which the grantor or his successor(s) in interest acquired after the execution of the Deed of Trust, 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other

default complained of in the Notice of Default by tendering the performance required under the obligation or Deed of Trust, at any time prior to five days before the date last set for sale.

**FOR FURTHER INFORMATION, PLEASE CONTACT FIDELITY NATIONAL
TITLE INSURANCE COMPANY, 135 Main Street, Suite 1900, San Francisco,
CA 94105 415-247-2450**

**FOR SALE INFORMATION CALL: 714-573-1965
Website for Trustee's Sale Information: www.priorityposting.com**

TRUSTEE'S NOTICE OF SALE

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said Deed of Trust, the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: June 2, 2011

FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee



Julie B Wagner, Authorized Signature

State of California
County of San Francisco

I, the undersigned, certify that I am the Trustee Sale Officer and that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.



Julie B Wagner, Authorized Signature

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for October 5, 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 not a residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than September 5, 2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before

the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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.

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/>

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 website at: <http://www.osbar.org>.

NOTICE:

YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

**Re: TS#: 10-01567-4A
Loan #: 115231162 / Curry**

This notice is about your mortgage loan on your property at 23229 Highway 140 East, Bonanza, OR 97623

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 May 27, 2011 to bring your mortgage loan current was **\$31,408.55**. 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 509-227-0910 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:

Sterling Savings Bank at 111 N. Wall Spokane, WA 99201

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

Date and time: October 5, 2011 at 10:00 AM

Place: At the main entrance to the County Courthouse, 316 Main St., 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 Sterling Savings Bank at 509-227-0910 to request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone 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 website at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://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 lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

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

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN , YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "LOAN MODIFICATION REQUEST FORM". YOUR LENDER MUST RECEIVE THE FORM BY **July 2, 2011**, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

June 3, 2011

Trustee name: FIDELITY NATIONAL TITLE INSURANCE COMPANY

Trustee signature:


Julie Wagner, Authorized Signature

Trustee telephone number: 415-247-2450

Trustee Address: 135 Main Street, Suite 1900 , San Francisco, CA 94105

440-4795 (8/09/COM)

MODIFICATION REQUEST FORM

June 3, 2011

Trustee Sale Number: 10-01567-4A
Loan Number: 115231162 / Curry
Trustor/Owner: Henry F. Curry Jr., an unmarried man
Property Address: 23229 Highway 140 East, Bonanza, OR 97623

THIS MODIFICATION REQUEST FORM MUST BE RETURNED TO THE ADDRESS BELOW NO LATER THAN July 3, 2011 (30 DAYS FROM THE DATE OF THIS NOTICE).

The lender then has 45 days to respond as to whether the homeowner qualifies for a loan modification.

You may request a meeting with your lender to discuss loan modification.

In consideration of your request for modification your lender may request that the grantor disclose current information about the grantor's income and expenses, the grantor's address, phone number and electronic mail address and other facts that may affect the grantor's eligibility for a loan modification. You may wish to return this information with your Modification Request Form.

I, _____ request the beneficiary to review the above referenced loan for modification.

Borrowers/Owners Contact information:

Name: _____

Address: _____

Phone: _____ Fax: _____ Cell: _____

Email: _____

Signed: _____

This form must be returned to your lender at the following address:

Sterling Savings Bank at 111 N. Wall Spokane, WA 99201

Please include information about your income and expenses to expedite this process.

AFFIDAVIT OF COMPLIANCE

2008 Oregon Laws, ch. 19, § 20 and as amended by 2009 Oregon Laws ch. 864, § 1 (Enrolled Senate Bill 628)

STATE OF Washington County of Spokane ss:

I, Sherry Cropp, being first duly sworn, depose, and say that am employed by Sterling Savings Bank ("the beneficiary or the beneficiaries agent") and I have personal knowledge of the facts stated herein based upon a review of the relevant records during the normal course of business. Specifically, I have personal knowledge of Loan number 115231162, where the grantor(s) name(s) is/are Henry F Curry Jr.

- ☐ Beneficiary did not receive a Modification Request Form from the grantor(s) within the time specified in 2008 Oregon Laws, ch. 19, § 20 and as amended by 2009 Oregon Laws ch. 864, § 1 (Enrolled Senate Bill 628) The Modification Request Form was sent on 06/03/2011; or
- ☒ Beneficiary received a timely Modification Request Form from the grantor(s) on 4/7/11 [date].

IF BENEFICIARY RECEIVED A TIMELY MODIFICATION REQUEST FORM:

(check all that apply)

- ☐ Beneficiary or beneficiary's agent reviewed the information submitted by grantor(s), and notified the grantor(s) on _____ that the beneficiary denied the request for modification of the loan.
- ☐ Beneficiary or beneficiary's agent requested 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 on _____ before the beneficiary or beneficiary's agent responded to the grantor(s) request to modify the loan. The person representing the beneficiary or the 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 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 on 4/26/11.
- ☐ The beneficiary agreed to a modification of the loan, but the grantor breached those terms by: failed to pay payments which became due; together with late charges due; failed to pay advances made by the Beneficiary; failed to pay attorneys' fees and expenses; failed to pay, when due, and/or provide evidence of payment of real and/or personal property taxes, together with interest and/or penalties due thereon;

Dated: 7/2/11

By: [Signature]

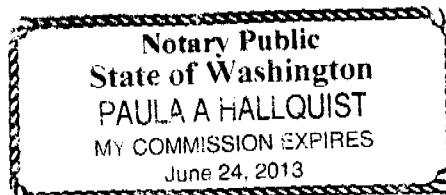
County: Spokane
State: Washington

Before me, Paula Hallquist, Notary Public, personally appeared Sherry Cropp, 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 Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]



842995

10-01567-4P

(SFO)

**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 **23229 Highway 140 East Bonanza, OR 97623**

☐ **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.

1st Attempt: June 7, 2011 2:23 PM Posted

2nd Attempt: June 16, 2011 3:32 PM Posted

3rd Attempt: June 21, 2011 8:45 AM 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 June 22, 2011, I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

Chelsea Meek

**23229 Highway 140 East Bonanza, OR 97623
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.

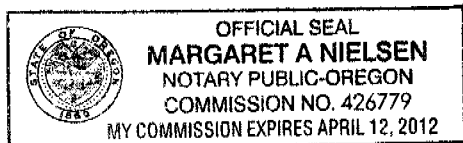
June 7, 2011 2:23 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By:

[Signature]

Subscribed and sworn to before on this 21 day of June, 2011.



Margaret A. Nielsen
Notary Public for Oregon

10/05

10-01567-4A

**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#13510 SALE CURRY, JR.
P#842995

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

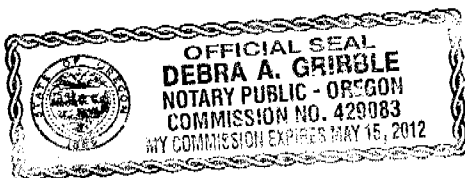
Insertion(s) in the following issues:

06/10/2011 06/17/2011 06/24/2011 07/01/2011

Total Cost: \$1038.26

Jeanine P Day
Subscribed and sworn by Jeanine P Day before me on:
5th day of July in the year of 2011

Debra A Grindle
Notary Public of Oregon
My commission expires on May 15, 2012



TRUSTEE'S NOTICE OF SALE
Loan No: 115231162 / Curry T.S. No.: 10-01567-4A

Reference is made to that certain Deed of Trust dated as of December 24, 2007 made by, Henry F. Curry Jr., an unmarried man, as the original grantor, to Aspen Title & Escrow, Inc., as the original trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), as the original beneficiary, recorded on December 31, 2007, as Instrument No. 2007-021623 of Official Records in the Office of the Recorder of Klamath County, Oregon (the "Deed of Trust"). The current beneficiary is: Sterling Savings Bank, (the "Beneficiary"). APN: R-3811-V2700-00602-000 That portion of the S 1/2 of the NE 1/4 of Section 27, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County Oregon, lying Southeasterly of the railroad right of way and Northwesterly of State Highway 140. EXCEPT any portion thereof lying within Hildebrand Road. CODE 036 & 037 MAP 3811-V2700.TL 00602 Key #891108; Key #882146 and CODE 036 Map 3811-V2700 TL 00501 Key #882147 Commonly known as: 23229 Highway 140 East, Bonanza, OR

~~Both the Beneficiary and the Trustee have elected to call the said real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default(s) for which the foreclosure is made is that the grantor(s): failed to pay payments which became due; together with late charges due; failed to pay advances made by the Beneficiary; failed to pay attorneys fees and expenses; failed to pay, when due, and/or provide evidence of payment of real and/or personal property taxes, together with interest and/or penalties due thereon; and which defaulted amounts total: \$31,408.55 as of May 27, 2011.~~

By this reason of said default the Beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: The sum of \$219,337.52 together with interest thereon at the rate of 6.50000% per annum from April 1, 2010 until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that FIDELITY NATIONAL TITLE INSURANCE COMPANY, as the duly appointed Trustee under the Deed of Trust will on October 5, 2011 at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, County of Klamath, State of Oregon, 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 the execution of the Deed of Trust, together with any interest which the grantor or his successor(s) in interest acquired after the execution of the Deed of Trust, 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Deed of Trust, at any time prior to five days before the date last set for sale. FOR FURTHER INFORMATION, PLEASE CONTACT FIDELITY NATIONAL TITLE INSURANCE COMPANY, 135 Main Street, Suite 1900, San Francisco, CA 94105 415-247-2450 FOR SALE INFORMATION CALL: 714-873-1965 Website for Trustee's Sale: www.priorityposting.com TRUSTEE'S NOTICE OF SALE

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural. The word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation the performance of which is secured by said Deed of Trust. The words "Trustee" and "Beneficiary" include their respective successors in interest, if any. Dated: June 2, 2011 FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee Julie B. Wagner, Authorized Signature P#842995 6/10, 6/17, 6/24, 07/01/2011. #13510 June 10, 17, 24, July 01, 2011.

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10/05