MTC90421

2011-010242
Klamath County, Oregon

00107169201100102420160164

09/09/2011 03:25:31 PM Fee: $127.00

RECORDING COVER SHEET FOR
NOTICE OF SALE PROOF OF COMPLIANCE
Per ORS 205.234

AFTER RECORDING RETURN TO:
RECONTRUST COMPANY, N.A.
400 National way
SIMI VALLEY, CA 93065

TS No.: 11 -0039630 | 11023880 | Klamath

1. AFFIDAVIT OF MAILING NOTICE OF SALE
2. NOTICE OF SALE
3. AFFIDAVIT OF MAILING NOTICE TO GRANTOR
4. NOTICE TO GRANTOR
5. AFFIDAVIT OF PUBLICATION
6. AFFIDAVIT OF POSTING AND SERVICE
7. AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE TO OCCUPANT (IF APPLICABLE)
8. AFFIDAVIT OF COMPLIANCE WITH OREGON SB 629 (2009) (BENE AFFIDAVIT)

Original Grantor on Trust Deed: ROBERT E SIGMUND and ELLOUISE KONI SIGMUND

Beneficiary: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-24

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

1B2

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, Raul Cervantes, the undersigned, 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 the beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of 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, to-wit:

See attached Exhibit A for all the mailing address(es).

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 or 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 or 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 copy of the original notice of sale by RECONTRUST COMPANY, N.A., the trustee named in said notice, each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at VENTURA, CALIFORNIA, 05/24/2011. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a 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 and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

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

MAY 24 2011

State of California
County of Ventura

Signature _____
Raul Cervantes
Authorized Signer

Subscribed and sworn to (or affirmed) before me on this 24 day of May, 2011, by Raul Cervantes, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

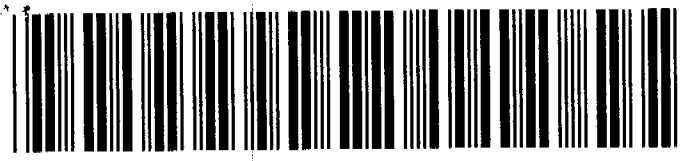
Signature _____ (Seal)

E. L. HOWARD
COMM. #1901815
Notary Public-California
VENTURA COUNTY
My Comm. Exp. AUG 28, 2014

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
RE: Trust Deed from Grantor
ROBERT E SIGMUND and ELLOUISE KONI SIGMUND

E.L. HOWARD

RECONTRUST COMPANY, N.A.
Trustee
TS No. 11-0039630
After Recording return to:
1800 Tapo Canyon Road., CA6-914-01-94
Simi Valley, CA 93063



02 110039630

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE "EXHIBIT A"

TS No. 11-0039630

ROBERT E SIGMUND — 05/24/2011

11520 SW 98TH AVE
PORTLAND, OR 97223
7187 7930 3132 1148 3103

ELLOUISE KONI SIGMUND — 05/24/2011

11520 SW 98TH AVE
PORTLAND, OR 97223
7187 7930 3132 1148 3141

ROBERT E SIGMUND — 05/24/2011

4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132
7187 7930 3132 1148 3127

ELLOUISE KONI SIGMUND — 05/24/2011

4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132
7187 7930 3132 1148 3158

Residents/Occupants — 05/24/2011

4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132
7187 7930 3132 1148 3172

ROBERT E SIGMUND — 05/24/2011

611 PINE GROVE ROAD
KLAMATH FALLS, OR 97603
7187 7930 3132 1148 3134

ELLOUISE KONI SIGMUND — 05/24/2011

611 PINE GROVE ROAD
KLAMATH FALLS, OR 97603
7187 7930 3132 1148 3165

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Robert E Sigmund, And Ellouise Koni Sigmund, As Tenants By The Entirety, as grantor(s), to Fidelity National Title Insurance Co, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, dated 10/25/2006, recorded 10/31/2006, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-021845, covering the following described real property situated in said county and state, to wit:

LOT 7 IN BLOCK 8, FIRST ADDITION TO CYPRESS VILLA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures 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: monthly payments of $1,794.11 beginning 04/01/2008; plus late charges of $76.76 each month beginning with the 04/01/2008 payment plus prior accrued late charges of $ .00; plus advances of $330.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: $238,276.40 with interest thereon at the rate of 7.25 percent per annum beginning 03/01/2008 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Thursday, September 22, 2011 at the hour of 10:00 AM , in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the Trustee. Notice is further given that any person named in ORS 86.753 has the right, 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 Beneficiary 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 notice of default that is capable of being cured by tendering the performance required under the obligation that the Trust Deed secures, 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 that the Trust Deed secures, together with the Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, 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 that the Trust Deed secures, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for Thursday, September 22, 2011. Unless the lender who is foreclosing on this property is paid, 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 08/23/2011 (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 YOU PAID 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 at 503-684-3763 or toll-free in Oregon at 800-452-7636 and ask for the lawyer referral service. 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. For more information and a directory of legal aid programs, go to http://oregonlawhelp.org or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

RECONTRUST COMPANY, N.A.

Dated MAY 18 2011, 20__

Heidi Recinos MAY 18 2011

By: Heidi Recinos

Title: AUTHORIZED SIGNER

For further information, please contact:
RECONTRUST COMPANY, N.A.
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
(800)-281-8219
TS No. 11 -0039630

STATE OF_____)
) ss.
COUNTY OF_____)

On _____, before me, _____, notary public, personally appeared _____, personally known to me (or 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.

WITNESS my hand and official seal.

_____

Notary Public for _____ **(SEAL)**

My commission expires: _____

_____

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.

AFFIDAVIT OF MAILING NOTICE TO GRANTOR

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, Claudia Gallardo, the undersigned, 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 the beneficiary's successor in interest named in the attached original notice given pursuant to the requirements of sections 20 & 21 of Chapter 19, Oregon Laws 2008 (Amending and/or supplementing ORS 86.705 to ORS 86.795).

I gave notice to grantor(s) and occupant(s) of the real property described in the attached notice 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, to-wit:

See attached Exhibit A for all the mailing address(es).

Said persons include (a) the grantor(s) in the trust deed and (b) occupant(s) of the subject property.

Each of the notices so mailed was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at VENTURA, CALIFORNIA, on 05/18/2011. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a 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 was recorded and on or before the date of the Notice of Trustee's Sale was mailed, served and/or posted.

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

MAY 18 2011

State of California Ventura
County of _____

Signature Claudia Gallardo Authorized Signer

Subscribed and sworn to (or affirmed) before me on this 18 day of May, 20 11, by Claudia Gallardo, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR

RE: Trust Deed from

Grantor

ROBERT E SIGMUND and ELLOUISE KONI SIGMUND

RECONTRUST COMPANY, N.A.

Trustee TS No. 11-0039630

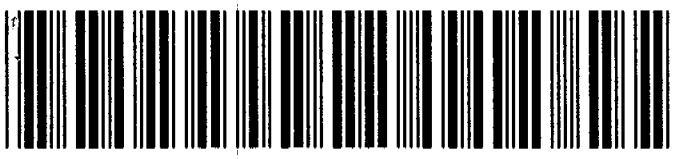
After Recording return to:
1800 Tapo Canyon Road., CA6-914-01-94
Simi Valley, CA 93063

Notary Public for California
Residing at VENTURA
My commission expires: AUG 22 2014

KENNY VILLAVICENCIO

KENNY VILLAVICENCIO
Commission # 1900876
Notary Public - California
Ventura County
My Comm. Expires Aug 22, 2014

Form ormlgaffdvtntg_2011.3.1_03/2011



02 110039630

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR "EXHIBIT A"

TS No. 11-0039630

ROBERT E SIGMUND
11520 SW 98TH AVE

PORTLAND, OR 97223
7187 7930 3132 1108 5871

05/18/2011

ELLOUISE KONI SIGMUND
11520 SW 98TH AVE

PORTLAND, OR 97223
7187 7930 3132 1108 5895

05/18/2011

ROBERT E SIGMUND
4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132
7187 7930 3132 1108 5888

05/18/2011

ELLOUISE KONI SIGMUND
4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132
7187 7930 3132 1108 5901

05/18/2011

Residents/Occupants
4452 LOMBARD DR
KLAMATH FALLS, OR 97603-8132
7187 7930 3132 1108 5925

05/18/2011

NOTICE:
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:

Street address: 4452 LOMBARD DR
City: KLAMATH FALLS State: OR ZIP: 97603-8132

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 a 'foreclosure.'

The amount you would have had to pay as of 05/18/11 to bring your mortgage current was $70,324.73. 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 888-219-7773 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:

BAC Home Loans Servicing, LP
400 National way
SIMI VALLEY, CA 93065

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION: 09/22/2011 at 10:00 AM inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR

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 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 phone number of an organization near you, please call the statewide phone 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: 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 by contacting your lender at **800-669-0102** or by visiting http://homeloans.bankofamerica.com/en/service-and-support /homeowner-relief/find-a-solution.html. 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 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: **800-SAFENET (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/**.

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 06/17/2011, 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: May 18, 2011
TS No.: 11 -39630
Trustee name: RECONTRUST COMPANY, N.A.
Trustee phone number: (800) 281-8219

Claudia Gallardo

Claudia Gallardo, Authorized Signer

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#13590 SALE SIGMUND
#1006.136578
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:
07/06/2011 07/13/2011 07/20/2011 07/27/2011

Total Cost: $1011.92

Jeanine P Day

Subscribed and sworn by Jeanine P Day before me on:
27th day of July in the year of 2011

Debra A Gribble

Notary Public of Oregon
My commision expires on May 15, 2012

OFFICIAL SEAL
DEBRA A. GRIBBLE
NOTARY PUBLIC - OREGON
COMMISSION NO. 429083
MY COMMISSION EXPIRES MAY 15, 2012

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by ROBERT E SIGMUND, AND ELLOUISE KONI SIGMUND, AS TENANTS BY THE ENTIRETY, as grantor(s), to FIDELITY NATIONAL TITLE INSURANCE CO, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, dated 10/25/06, recorded 10/31/06, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-021845, covering the following described real property situated in said county and state, to wit: LOT 7 IN BLOCK 8, FIRST ADDITION TO CYPRESS VILLA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. PROPERTY ADDRESS: 4452 LOMBARD DR, KLAMATH FALLS, OR 97603-8132.

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures 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: monthly payments of $1,794.11 beginning 04/01/2008; plus late charges of $76.76 each month beginning with the 04/01/2008 payment plus prior accrued late charges of $ .00; plus advances of $330.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: $238,276.40 with interest thereon at the rate of 7.25 percent per annum beginning 03/01/2008 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Thursday, September 22, 2011 at the hour of 10:00AM in accord with the standard of time established by ORS 187.110, at the following place: Inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the Trustee. Notice is further given that any person named in ORS 86.753 has the right, 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 to the Beneficiary 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 notice of default that is capable of being cured by tendering the performance required under the obligation that the Trust Deed secures, 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 that the Trust Deed secures, together with the Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, 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, that the Trust Deed secures, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any. Dated: May 18, 2011 RECONTRUST COMPANY, N.A. For further information, please contact: RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA. 93063 (800) 281-8219 (TS# 11-0039630) 1006.136578-FEI.
#13590 July 06, 13, 20, 27, 2011.

FEI, LLC
Affidavit of Posting and Service

State of Oregon
County of Klamath

ROBERT BOLENBAUGH, being sworn, says:

- That I am over 18 years of age, a resident of Oregon, and not a party to the proceeding referred to in the attached Notice of Trustee's Sale:
- That my business address is1135 Pine Street, Klamath Falls, OR.
- That I posted a copy of the Notice of Trustee's Sale on the parcel of land described in the attached Notice of Trustee's Sale, commonly referred to as 4452 LOMBARD DR, KLAMATH FALLS, OR 97603-8132 in a conspicuous place on:
    - 1st Attempt: Thursday, May 19, 2011 at 04:40 pm
    - 2nd Attempt: Tuesday, May 31, 2011 at 07:53 am
    - 3rd Attempt: Friday, June 3, 2011 at 08:06 am

Signed in Klamath County, Oregon by:

Signature _____
ROBERT W. BOLENBAUGH

Date June 6, 2011

State of Oregon
County of Klamath

On this 6th day of June in the year of 2011, before me a Notary Public, Personally appeared ROBERT W. BOLENBAUGH, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Notary Public for Oregon: Margaret A. Nielsen
Residing at: Klamath
Commission expires: 4-12-12

OFFICIAL SEAL
MARGARET A NIELSEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 426779
MY COMMISSION EXPIRES APRIL 12, 2012

03267804

1006.136578
ReconTrust Company

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE TO OCCUPANT
(In Lieu of Personal Service)

STATE OF WASHINGTON, County of KING) ss:

I, the undersigned, 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 Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

On June 6, 2011 I caused to be deposited in the United States post office at Bellevue, Washington a copy of the attached Notice of Trustee's Sale ("Notice"). The Notice was sealed in an envelope addressed to "Occupant" at 4452 LOMBARD DR, KLAMATH FALLS, OR, 97603-8132 and sufficient postage was affixed to the envelope for first class delivery to the address indicated.

Melanie Sprague

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Melanie Sprague is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 6/6/11

Notary Public
State of Washington
THERESA I. REDULLA
MY COMMISSION EXPIRES
March 18, 2014

Theresa I. Redulla

NOTARY PUBLIC in and for the State of Washington, residing at King
My commission expires 3-18-14

11-0039630 / SIGMUND, ROBERT E and SIGMUND, ELLOUISE KONI
Cheryl Lee

Affidavit of Compliance Oregon SB 628
Re: Trust Deed from
ROBERT E SIGMUND & ELLOUISE KONI SIGMUND
to
ReconTrust File No. **2011-39630**

Affidavit of Compliance with Oregon Revised Statutes 86.750(5) & HB 3610 (2010)

Beneficiary: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-24
Original Loan Amount: 240000
Borrower name(s): ROBERT E SIGMUND & ELLOUISE KONI SIGMUND
Property Address: 4452 LOMBARD DR, KLAMATH FALLS, OR 976038132

The undersigned is an employee of the beneficiary or agent of the beneficiary of the trust deed securing the above-referenced loan and states, under penalty of perjury, that the following is true and correct based on my knowledge of the relevant business processes of the beneficiary or agent of the beneficiary and my review of the applicable business records of the beneficiary or agent of the beneficiary:

I am informed and believe, based on my review of applicable business records of the beneficiary or agent of the beneficiary, that the trustee mailed to the borrower(s) identified above the notice required by ORS 86.737 ("Notice to Grantor"). I am informed and believe, based on review of those business records, that along with the Notice to Grantor, the trustee also mailed the form contemplated by ORS 86.737 on which the borrower(s) could elect to ask the beneficiary to consider granting a loan modification and/or ask for a meeting ("Loan Modification Request Form"). The Notice to Grantor and/or Loan Modification Request Form instructed the borrower(s) to submit the completed Loan Modification Request Form as and where provided in the Notice to Grantor and/or Loan Modification Request Form. The Notice to Grantor also provided a deadline date by which the completed Loan Modification Request Form would need to be received from the borrower(s).

I am informed and believe, based on my review of applicable business records of the beneficiary or agent of the beneficiary, which the following circumstances have occurred, as indicated by a mark next to the paragraph(s) in the space provided:

[X] **No Request for Loan Modification Was Timely Received.** According to my review of applicable business records, the beneficiary (through its agent) did not receive a returned completed Loan Modification Request Form from the borrower(s) requesting a loan modification or a meeting before the deadline set forth in the Loan Modification Request Form.

[ ] **Loan Modification Requested. Request Evaluated. Borrower Deemed Ineligible. Request Denied.** Applicable business records of the beneficiary or beneficiary's agent indicate that borrower(s) requested a loan modification within 30 days of the date listed on the Loan Modification Request Form and sent the completed Loan Modification Request Form to beneficiary (or its agent). Applicable business records indicate that (i) the loan modification request was evaluated by the beneficiary's agent within 45 days of receipt; (ii) after considering the most current financial information provided by borrower(s), the beneficiary or beneficiary's agent determined that borrower(s) is/are ineligible for a loan modification; (iii) within 45 days of the beneficiary's receipt of the completed Loan Modification Request Form, the beneficiary or beneficiary's agent notified borrower(s) that borrower(s) is/are ineligible for a loan modification; and (iv) beneficiary or beneficiary's agent provided a written communication outlining the reasons for the determination to the borrower(s).

[ ] **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Applicable business records of the beneficiary or beneficiary's agent indicate that borrower(s) requested a loan modification within 30 days of the date listed on the Loan Modification Request Form and sent the completed Loan Modification Request Form to beneficiary (or its agent). Applicable business records indicate that (i) despite one or more subsequent requests from beneficiary or its agent for additional information, the borrower(s) failed to provide sufficient information to enable beneficiary or beneficiary's agent to determine whether borrower(s) is/are eligible for a loan modification; (ii) within 45 days of the beneficiary's or beneficiary's agent's receipt of the completed Loan Modification Request Form, the beneficiary or beneficiary's agent notified borrower(s) that borrower(s) is/are

ineligible for a loan modification; and (iii) beneficiary or beneficiary's agent provided a written communication outlining the reasons for the determination to the borrower(s).

[ ] **Meeting Requested, But Borrower(s) Did Not Respond to Attempt to Schedule Meeting. No Meeting Occurred.** According to my review of applicable business records, borrower(s) returned the completed Loan Modification Request Form and requested a meeting within the required date in the Loan Modification Request Form. Applicable business records of the beneficiary or beneficiary's agent indicate that (i) the beneficiary or beneficiary's agent attempted to contact the borrower(s) within 45 days of receiving the meeting request at the last known mailing address or telephone number or email address provided on the completed Loan Modification Request Form; but (ii) the borrower(s) did not respond within 7 days of attempted contact. Accordingly, no meeting occurred.

[ ] **Meeting Requested and Occurred.** According to my review of applicable business records, borrower(s) returned the completed Loan Modification Request Form and requested a meeting within the required date in the Loan Modification Request Form. Applicable business records indicate that (i) the beneficiary or beneficiary's agent contacted the borrower(s) to schedule a meeting; (ii) a meeting was scheduled and took place between borrower(s) and a representative of the beneficiary or beneficiary's agent who was authorized to modify the loan or was able to obtain authority to modify the loan prior to responding to the loan modification request.

DATED: 6/29/2011

By: _____
Typed Name: Omari Miles
Title: Workout Specialist II
BAC Home Loans Servicing, LP

State of California)
) ss.
County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 29th day of June, 2011, by Omari Miles, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature _____

CINDY LYNN BLANCO
COMMISSION # 1916064
Notary Public - California
LOS ANGELES COUNTY
My Comm. Expires Dec. 9, 2014

Beneficiary: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK,NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE CWABS INC., ASSET-BACKED CERTIFICATES, SERIES 2006-24