

WTE91304

2011-010585
Klamath County, Oregon

R



00107583201100105850170171

09/20/2011 03:18:13 PM

Fee: \$117.00

**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 -0083810 | 110421204 | 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: PATRICK M. BRITTENHAM

Beneficiary: BANK OF AMERICA, N.A.

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.

117 Amt

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Patrick M. Brittenham, as grantor(s), to First American Title Insurance Company, as Trustee, in favor of Bank Of America, N.A., as Beneficiary, dated 09/14/2006, recorded 09/15/2006, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-018585, covering the following described real property situated in said county and state, to wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

PROPERTY ADDRESS: 1943 LOGAN STREET
KLAMATH FALLS, OR 97603

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 \$1,427.37 beginning 02/01/2011; plus late charges of \$65.17 each month beginning with the 02/01/2011 payment plus prior accrued late charges of \$-195.51; plus advances of \$67.50; 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: \$202,390.04 with interest thereon at the rate of 6.125 percent per annum beginning 01/01/2011 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 Monday, January 09, 2012 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 Monday, January 09, 2012. 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 12/10/2011 (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 9.8, 2011

By: Heide Rose Schoenman

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 -0083810

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 _____
My commission expires: _____

(SEAL)

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.

E. The land referred to in this Guarantee is described as follows:

The N1/2 of Lot 30 and a portion of Lot 29, all in VICORY ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the NE1/4 NE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said parcel being more particularly described as follows:

Beginning at a 1/2 inch iron pipe on the Southwest corner of the N1/2 of said Lot 30, said point being on the East boundary of Logan Street and being North 0° 38' West a distance of 67.57 feet from the iron axle marking the Southwest corner of said Lot 30; thence North 0° 38' West along the East boundary of Logan Street and the West boundary of said Lots 30 and 29 a distance of 126.00 feet to a 1/2 inch iron pin; thence North 87° 34' East a distance of 290.98 feet to a 1/2 inch iron pin on the East boundary of said Lot 29; thence South 0° 06' 26" East along the East boundary of said Lots 29 and 30 a distance of 134.82 feet to a 1/2 inch iron pin on the Southeast corner of the N1/2 of said Lot 30; thence South 89° 18' 13" West along the South line of the N1/2 of said Lot 30 a distance of 289.60 feet, more or less to the point of beginning.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

1. Taxes for the fiscal year 2011-2012, a lien not yet due and payable.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Enterprise Irrigation District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath County Drainage District.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of South Suburban Sanitary District.
5. The premises herein described are within and subject to the statutory powers, including the power of assessment, of North Shasta Lighting.
6. Subject to right of way for irrigation ditch for South half of said Lot 30, as disclosed by Warranty Deed recorded in Volume 193, page 96, Deed Records of Klamath County, Oregon.
7. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;
Dated: September 14, 2006
Recorded: September 15, 2006
Volume: 2006, page 018585, Microfilm Records of Klamath County, Oregon
Amount: \$214,500.00
Grantor: Patrick M. Brittenham
Trustee: First American Title Insurance Company
Beneficiary: Bank of America, N.A.
8. Any bankruptcy proceeding that is not disclosed by the acts that would afford notice as to said land, pursuant to Title 11 U.S.C. 549 (C) of the Bankruptcy Reform Act of 1978, as amended.

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, Juan Rodriguez, 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, 09/09/2011. 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.

State of California
County of Ventura

Signature Juan Rodriguez Authorized Signer

Subscribed and sworn to (or affirmed) before me on this 9 day of Sept, 2011, by Juan Rodriguez, 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

NINOUSH SAMIMI (Seal)

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
RE: Trust Deed from Grantor
and PATRICK M. BRITTENHAM



RECONTRUST COMPANY, N.A.

Trustee

TS No. 11-0083810

After Recording return to:

1800 Tapo Canyon Road., CA6-914-01-94
Simi Valley, CA 93063



02 110083810

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

TS No. 11-0083810

PATRICK M. BRITTENHAM

09/09/2011

971 NW WHEELOCK PL

HILLSBORO, OR 97006

7187 7930 3132 2264 7020

PATRICK M. BRITTENHAM

09/09/2011

1943 LOGAN STREET

KLAMATH FALLS, OR 97603

7187 7930 3132 2264 7037

Residents/Occupants

09/09/2011

1943 LOGAN STREET

KLAMATH FALLS, OR 97603

7187 7930 3132 2264 7068

PATRICK M. BRITTENHAM

09/09/2011

1943 LOGAN STREET

C, OR 97603

7187 7930 3132 2264 7044

PATRICK M. BRITTENHAM

09/09/2011

1225 SW CARDINELL DR

APT B

PORTLAND, OR 97201

7187 7930 3132 2264 7051

NTC 91304

RECONTRUST COMPANY, N.A.

**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 -0083810 | 110421204/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: PATRICK M. BRITTENHAM

Beneficiary: BANK OF AMERICA, N.A.

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.

821mcl

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Patrick M. Brittenham, as grantor(s), to First American Title Insurance Company, as Trustee, in favor of Bank Of America, N.A., as Beneficiary, dated 09/14/2006, recorded 09/15/2006, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-018585, covering the following described real property situated in said county and state, to wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

PROPERTY ADDRESS: 1943 LOGAN STREET
KLAMATH FALLS, OR 97603

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 \$1,427.37 beginning 02/01/2011; plus late charges of \$65.17 each month beginning with the 02/01/2011 payment plus prior accrued late charges of \$-195.51; plus advances of \$67.50; 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: \$202,390.04 with interest thereon at the rate of 6.125 percent per annum beginning 01/01/2011 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 Monday, January 09, 2012 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 Monday, January 09, 2012. 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 12/10/2011 (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 9.8, 2011

By: Heide Rose Schoenman
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 -0083810

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 _____
My commission expires: _____

(SEAL)

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.

E. The land referred to in this Guarantee is described as follows:

The N1/2 of Lot 30 and a portion of Lot 29, all in VICORY ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the NE1/4 NE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said parcel being more particularly described as follows:

Beginning at a 1/2 inch iron pipe on the Southwest corner of the N1/2 of said Lot 30, said point being on the East boundary of Logan Street and being North 0° 38' West a distance of 67.57 feet from the iron axle marking the Southwest corner of said Lot 30; thence North 0° 38' West along the East boundary of Logan Street and the West boundary of said Lots 30 and 29 a distance of 126.00 feet to a 1/2 inch iron pin; thence North 87° 34' East a distance of 290.98 feet to a 1/2 inch iron pin on the East boundary of said Lot 29; thence South 0° 06' 26" East along the East boundary of said Lots 29 and 30 a distance of 134.82 feet to a 1/2 inch iron pin on the Southeast corner of the N1/2 of said Lot 30; thence South 89° 18' 13" West along the South line of the N1/2 of said Lot 30 a distance of 289.60 feet, more or less to the point of beginning.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

1. Taxes for the fiscal year 2011-2012, a lien not yet due and payable.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Enterprise Irrigation District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath County Drainage District.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of South Suburban Sanitary District.
5. The premises herein described are within and subject to the statutory powers, including the power of assessment, of North Shasta Lighting.
6. Subject to right of way for irrigation ditch for South half of said Lot 30, as disclosed by Warranty Deed recorded in Volume 193, page 96, Deed Records of Klamath County, Oregon.
7. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;
Dated: September 14, 2006
Recorded: September 15, 2006
Volume: 2006, page 018585, Microfilm Records of Klamath County, Oregon
Amount: \$214,500.00
Grantor: Patrick M. Brittenham
Trustee: First American Title Insurance Company
Beneficiary: Bank of America, N.A.
8. Any bankruptcy proceeding that is not disclosed by the acts that would afford notice as to said land, pursuant to Title 11 U.S.C. 549 (C) of the Bankruptcy Reform Act of 1978, as amended.

AFFIDAVIT OF MAILING NOTICE TO GRANTOR

STATE OF CALIFORNIA, COUNTY OF VENTURA) ss:

I, Juan Rodriguez, 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 09/07/2011. 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.

SEP 07 2011

State of California
County of Ventura

Signature Juan Rodriguez Authorized Signer

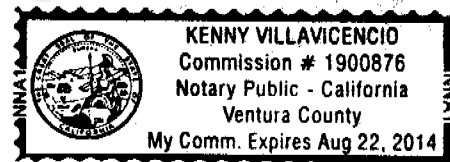
Subscribed and sworn to (or affirmed) before me on this 7 day of SEP, 2011, by X, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

X Juan Rodriguez

Signature _____ (Seal)

KENNY VILLAVICENCIO



AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR

RE: Trust Deed from Grantor
and PATRICK M. BRITTENHAM
RECONTRUST COMPANY, N.A.

Trustee

TS No. 11-0083810

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



02 110083810

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

TS No. 11-0083810

PATRICK M. BRITTENHAM
971 NW WHEELLOCK PL

09/07/2011

HILLSBORO, OR 97006
7187 7930 3132 2243 2602

PATRICK M. BRITTENHAM
1943 LOGAN STREET
KLAMATH FALLS, OR 97603
7187 7930 3132 2243 2626

09/07/2011

Residents/Occupants
1943 LOGAN STREET
KLAMATH FALLS, OR 97603
7187 7930 3132 2243 2633

09/07/2011

Unofficial Copy

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: 1943 LOGAN STREET

City: KLAMATH FALLS

State: OR

ZIP: 97603

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 09/07/11 to bring your mortgage current was \$10,247.13. 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:

Bank of America, N.A.
400 National way
SIMI VALLEY, CA 93065

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION: 01/09/2012 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 10/07/2011, 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: September 7, 2011

TS No.: 11 -83810

Trustee name: RECONTRUST COMPANY, N.A.

Trustee phone number: (800) 281-8219

A handwritten signature, likely of Juan Rodriguez, enclosed within an oval border. The signature is stylized and cursive.

Juan Rodriguez, Authorized Signer

Unofficial
Copy