19/1682804

RECORDING COVER SHEET

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

After Recording Return To:

T.D. Service Company 1820 E First St, Suite 210 P.O. Box 11988 Santa Ana CA 92711-1988

- 1. Name(s) of the Transaction(s):
 - Affidavit of Compliance Trustees Notice of Sale
- 2. Direct Party (Grantor):
 Janine M & Scott W Cheyne
- 3. Indirect Party (Trustee):

Christopher D Dorr

4. True and Actual Consideration Paid:

NA

5. Legal Description:

SEE ATTACHED EXIBITS

6. Deed Reference:

M02-8746

2011-010661 Klamath County, Oregon



09/22/2011 12:18:42 PM

Fee: \$97.00

After recording return to:

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

T.S. No: D523375 OR Loan No: 117706492 Cheyne

5084085 AFFIDAVIT OF COMPLIANCE WITH Ch. 864 (2009 Oregon Laws)

STATE OFWashington	, County of	Spokane) ss:
I, Amy Friemel			depose, and say that am employed
bySterling Savings Bank		-	(hereinafter "beneficiary") and
I am familiar name(s) is/are JANINE	M CHEYNE, SCOTT V	V CHEYNE:	•
x Beneficiary did not recei	ve a Modification Requ	est Form from the g	grantor(s) within the time specified
in Chapter 864 (2009 Oreg	gon Laws); or		- -
Beneficiary received a time	ely Modification Reque	est from the grantor	r(s) on
If beneficiary received a time	ly Modification Reques	t Form, within 45 d	lays of receipt of the Modification
Request Form (check all that			
			ed by grantor(s), and notified the
grantor(s) that the benefici			
			neficiary has denied the request for
			nt has provided the grantor(s) with
the information described			
		intor(s) provide ado	ditional information needed to
determine whether the loa			
			s agent met with the grantor(s) in
		fore the beneficiary	y or beneficiary's agent responded
to the grantor(s) request t			4 44
		y's agent who met	or spoke with grantor(s) had or was
able to obtain authority to		24.2	
			ss days of the date the beneficiary
	ttempted to contact the §	grantor(s) to schedu	ale a meeting in person or by
telephone.	ualre agnaidanad tha aum	ant financial inform	nation provided by the grantor(s),
			r a modification of this loan. The
			gible for a modification of this loan.
Other action taken:	the grantor(s) that the g	ramor(s) is not eng	note for a modification of this foan.
Other action taken			- (// -/
		By:	
		Amy Friemel	/ '
Subscribed and sworn to befo	re me on <u>9-8-11</u>	by_Anu	Friemel
(name of affiant).			
Notary	Public	1. C.	$\mathcal{L}_{\mathcal{L}}$
	ashington	uw_{l}	VIV V IL TOURISM
PAULA A H	MILOUIST		
₩	14	No. of the	e State of Milaline
MY COMMISS June 24	1 2012	Notary Publ	ne for singly of Washingto
"Cammanananananananananananananananananan	T, EU 10		<i>'</i>

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988 SANTA ANA, CA 92711-1988

Space above this line for recorder's use ____

OREGON TRUSTEE'S NOTICE OF SALE



T.S. No: D523375 OR

Unit Code: D Loan No: 117706492/CHEYNE

Title #: 5084085

Reference is made to that certain Trust Deed made by JANINE M CHEYNE, SCOTT W CHEYNE as Grantor, to PACIFIC CASCADES FINANCIAL, INC. as Trustee, in favor of KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION as Beneficiary.

Dated February 8, 2002, Recorded February 13, 2002 as Instr. No. --- in Book M02 Page 8746 of Official Records in the office of the Recorder of KLAMATH County; OREGON NOTE MODIFICATION DATED 2-8-2002 covering the following described real property situated in said county and state, to wit: SEE ATTACHED EXHIBIT

Both the beneficiary and the trustee have elected to sell the said real property. The property will be sold to satisfy the obligations secured by said Trust Deed and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is Grantor's failure to pay when due, the following sums:

11 PYMTS FROM 08/01/10 TO 06/01/11 @ 892.04 \$9,812.44 11 L/C FROM 08/01/10 TO 06/01/11 @ 35.79 \$393.69 ACCRUED LATE CHARGES \$924.77 CREDIT DUE <\$83.20> MISCELLANEOUS FEES \$4,912.50

Sub-Total of Amounts in Arrears:

\$15,960.20

Together with any default in the payment of recurring obligations as they become due.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and Trust Deed, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

Page 2

T.S. No: D523375 OR Unit Code: D Loan No: 117706492/CHEYNE

The street or other common designation if any, of the real property described above is purported to be: 3223 LOWER KLAMATH LAKE RD, KLAMATH FALLS, OR 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following, to wit: Principal \$101,757.12, together with interest as provided in the note or other instrument secured from 08/01/10, and such other costs and fees are due under the note or other instrument secured, and as are provided by statute.

WHEREFORE, notice is hereby given that the undersigned trustee will, on November 2, 2011, at the hour of 10:00 A.M. in accord with the Standard Time, as established by ORS 187.110, INSIDE THE MAIN LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH FALLS, County of KLAMATH, State of OREGON, (which is the date, time and place set for said sale) sell at public auction to the highest bidder for cash the interest in the said described real property which the Grantor had or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor or his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that the right exists under O.R.S.86.753, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by paying the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of in the Notice of Default, that is capable of being cured by tendering the performance required under the obligation of the Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

Page 3

T.S. No: D523375 OR Unit Code: D Loan No: 117706492/CHEYNE

It will be necessary for you to contact the undersigned prior to the time you tender reinstatement or payoff so that you may be advised of the exact amount, including trustee's costs and fees, that you will be required to pay. Payment must be in the full amount in the form of cashier's or certified check.

The effect of the sale will be to deprive you and all those who hold by, through and under you of all interest in the property described above.

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

The Beneficiary may be attempting to collect a debt and any information obtained may be used for that purpose.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.tacforeclosures.com/sales

DATED: JUNE 22,2011

CHRISTOPHER C. DORR, LLC, OSBA # 992526

CHRISTOPHER C. DORR, ATTORNEY AT LAW

DIRECT INQUIRIES TO: T.D. SERVICE COMPANY FORECLOSURE DEPARTMENT 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988 SANTA ANA, CA 92711-1988 (800) 843-0260 T.S. No: D523375 OR Loan#: 117706492/CHEYNE

Free legal assistance:

Oregon Law Center

Portland: (503) 473-8329 Coos Bay: 1-800-303-3638 Ontario: 1-888-250-9877 Salem: (503) 485-0696 Grants Pass: (541) 476-1058 Woodburn: 1-800-973-9003 Hillsboro: 1-877-726-4381 http://www.oregonlawcenter.org/

and Oregon Law Help Site (providing more information and a directory of legal aid programs) http://oregonlawhelp.org/OR/index.cfm

and Oregon State Bar Lawyer Referral Service 503-684-3763 or toll-free in Oregon at 800-452-7636 http://www.osbar.org/public/ris/ris.html#referral

and information on federal loan modification programs at: http://www.makinghomeaffordable.gov/

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situate in Section 27, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the 1/4 Section corner common to Sections 22 and 27, Township 40 South, Range 9 East of the Willamette Meridian; thence South 0 degrees 31' 15" East along the North-South centerline of said Section 27, 3421.73 feet to a point; thence South 38 degrees 01' West 431.2 feet to a point on the Northerly right of way line of the Lower Klamath Lake Road, as the same is presently located and constructed, thence Northwesterly along said Northerly right of way line 1830 feet, more or less, to a point on the East-West centerline of said Section 27; thence North 89 degrees 32' 50" East along said East-West centerline 414.50 feet to the center West 1/16 corner of said Section 27; thence North 0 degrees 21' 10" West 2634.13 feet to the West 1/16 corner common to Sections 22 and 27; thence North 89 degrees 51' 30" East, 1301.60 feet to the point of beginning.

T.S. Number: D523313 OR Loan No: 117706492/CHEYNE

NOTICE: Pursuant to CH 864, 2009 Oregon Laws YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at: 3223 LOWER KLAMATH LAKE RD, KLAMATH FALLS, OR 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 "foreclosure."

The amount you would have had to pay as of **June 22, 2011** to bring your mortgage loan current was \$17,179.96.

The amount you must now pay to bring your loan current may have increased since that date. By law, your lender has to provide you with details about the amount you owe, if you ask. You may call (800) 843-0260 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to: T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210, P.O. BOX 11988, SANTA ANA, CA 92711-1988.

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION:
SALE DATE: November 2, 2011 AT 10:00 A.M. INSIDE THE MAIN LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH FALLS, OREGON.

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

You can pay the amount past due or correct any other default, up to five days

before the sale.
You can refinance or otherwise pay off the loan in full anytime before the sale.
You can call at 509/227-0910 to find out if your lender is willing to give you more time or change the terms of your loan.
You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: http://www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to http://www.oregonlawhelp.org.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 509/227-0910. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with

your 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: 1-800-723-3638. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: http://www.makinghomeaffordable.gov/_ or 1-888-995-Hope.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY August 1, 2011 WHICH IS AT LEAST 30 DAYS AFTER THE DATE SHOWN BELOW.

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

Trustee name (print): CHRISTOPHER C. DORR,LLC, OSBA # 992526 Trustee phone number: (503) 334-3030

Trustee signature

Date: JUNE 22, 2011

T.S. Number: D523375 OR

Property Address: 3223 LOWER KLAMATH LAKE RD, KLAMATH FALLS, OR 97603

NOTICE TO TENANTS

The Trustee is required to give you the following "Notice to Residential Tenants," which was written by the Oregon Legislature. However, it may not accurately or fully state your rights and responsibilities as a tenant under state and federal law. The Trustee cannot give you legal advice regarding these matters. If you have questions, you should consult with your own legal advisor.

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is 10/03/11. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 2, 2011. Unless the property owner (your landlord) pays the lender who is foreclosing on this property, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are a commercial tenant.

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

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

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

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY BECAUSE YOU ARE NOT CONSIDERED TO BE A BONA FIDE TENANT, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing

before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

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

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading 'TRUSTEE.' You must mail or deliver your proof not later than 10/03/11 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. If the buyer does not accept rent from you and does not notify you in writing that you must move out, there is no landlord and no one is responsible for maintaining the property.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee name: CHRISTOPHER C. DORR, LLC, OSBA # 992526

c\o T.D. SERVICE COMPANY Foreclosure Department 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988

SANTA ANA, CA 92711-1988

(800) 843-0260

You are entitled to receive notice as provided under ORS 86.755 (5)(c) and you may have additional rights under Federal Law.

If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: http://www.osbar.org.

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to http://www.oregonlawhelp.org.

STERLING SAVINGS LOAN MODIFICATION REQUEST FORM OREGON

Date:

June 22, 2011 D 523375

TS Number: Unit Code:

. D 3.

Loan No.:

117706492/CHEYNE

Property:

3223 LOWER KLAMATH LAKE RD, KLAMATH FALLS, OR 97603

Sterling Savings Bank as a proactive lender of your mortgage may be willing to modify your loan. In order to do so they will need a complete understanding of your current financial situation.

Please deliver the documents as requested below to T.D. SERVICE COMPANY within 30 days from this notice.

T.D. SERVICE COMPANY 1820 E. FIRST ST., SUITE 210 P.O. BOX 11988 SANTA ANA, CA 92711-1988

Fax: (714) 541-6300

Email:

Our toll free number is:

1 (800) 843-0260, please refer to the above referenced TS Number.

If you want to apply to modify your loan, you must return this modification request form to T.D. SERVICE COMPANY at the above address. This loan modification form must be received by T.D. SERVICE COMPANY, along with the following documents by August 1, 2011.

- Letter explaining the hardship resulting in the delinquency

- Copies of your 2 most recent pay stubs for each employed borrower

- Copy of bank statment or other documentation you will be using to offer a partial cure

- Copy of your last W-2

- Copy of your last year's completed tax return

- List of monthly expenditures

Please provide us with your current address, telephone number and email address. We may require further documentation from you in order to determine if you qualify for a loan modification.

Unfortunately, until you receive approval for a loan modification, we are unable to delay any necessary legal action permitted in your Note and Deed of Trust.

Sincerely,

Joanna L. Develasco

Assistant Secretary

I wish to apply for a loan modification
Signature:
Signature:
Address:
Telephone No:
Email Address: