

1st 1455619

2011-011579

Klamath County, Oregon



00108745201100115790180183

10/17/2011 10:56:38 AM

Fee: \$137.00

## RECORDING COVER SHEET FOR NOTICE OF SALE PROOF OF COMPLIANCE, PER ORS 205.234

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

4228407

### AFTER RECORDING RETURN TO:

Quality Loan Service Corp.  
2141 5th Avenue  
San Diego, CA 92101

- AFFIDAVIT OF MAILING NOTICE OF SALE
- AFFIDAVIT OF MAILING
- TRUSTEE'S NOTICE OF SALE
- DANGER NOTICE
- AFFIDAVIT OF SERVICE
- DECLARATION OF MAILING
- AFFIDAVIT OF PUBLICATION
- AFFIDAVIT OF COMPLIANCE

ORIGINAL GRANTOR: RICHARD D. SIRAGUSA, KIMBERLY L. SIRAGUSA

BENEFICIARY: FIRST HORIZON HOME LOANS, a division of FIRST TENNESSEE BANK NATIONAL ASSOCIATION.

T.S. #: OR-09-306041-SH

WHEN RECORDED MAIL TO:  
**Quality Loan Service Corp.**  
**2141 5th Avenue**  
**San Diego, CA 92101**

T.S. NO.: **OR-09-306041-SH**

(Above Space is for Recorder's Use)

**AFFIDAVIT OF MAILING NOTICE OF SALE**

STATE OF **California** } SS  
COUNTY OF **San Diego** }

I, Gabriel Arredondo, being first duly sworn, depose, 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 his successor in interest named in the attached original or copy of notice of sale given under the terms of that certain trust deed described in said notice.

Notice of sale of the real property described in the attached Notice of Sale was provided as required under Section 20, Chapter 19, Oregon Law 2008, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

**NAME AND ADDRESS**

**CERTIFIED NO.**

**SEE ATTACHED**

Said person(s) include the grantor of the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor and successor in interest, if any"

Each of the notices so mailed was certified to be a true copy of the original notice of sale by **Brooke Frank** for **FIRST AMERICAN TITLE INSURANCE COMPANY**, 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 mail, **San Diego, California**, on **6/21/2011**. 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** } SS  
COUNTY OF **San Diego** }

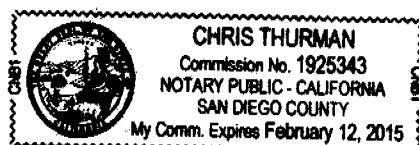
On **9/13/2011** before me **Chris Thurman**, the undersigned, A Notary Public personally appeared Gabriel Arredondo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature CT

**Chris Thurman**



## AFFIDAVIT OF MAILING

Date: **6/21/2011**

T.S. No.: **OR-09-306041-SH**

Mailing: **Notice of Sale**

STATE OF California }  
COUNTY OF San Diego }

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2141 5th Avenue San Diego CA 92101. It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **6/21/2011**, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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



Richard D. Siragusa, Notary Public

Occupant  
141860 ELK HAVEN WAY  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185129659

KLAMATH COUNTY TAX COLLECTOR  
305 MAIN STREET, ROOM 121  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594185129697

KLAMATH COUNTY TAX COLLECTOR  
PO BOX 340  
KLAMATH FALLS, OR 97601  
First Class and Cert. No. 71039628594185129734

RICHARD D SIRAGUSA  
LOT 18 ELK HAVEN  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185129796

RICHARD D SIRAGUSA  
141860 ELK HAVEN WAY  
CRESCENT LAKE, OR 97733  
First Class and Cert. No. 71039628594185129857

RICHARD D SIRAGUSA

PO BOX 25  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185129932

THE DIAMOND SUMMIT AT LEISURE WOODS II HOMEOWNERS ASSOCIATION, INC.  
ATTN: TIM DUY  
818 MARTIN ST  
EUGENE, OR 97405  
First Class and Cert. No. 71039628594185129994

KIMBERLY L SIRAGUSA  
LOT 18 ELK HAVEN  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185130020

KIMBERLY L SIRAGUSA  
141860 ELK HAVEN WAY  
CRESCENT LAKE, OR 97733  
First Class and Cert. No. 71039628594185130044

KIMBERLY L SIRAGUSA  
19634 ROYCE MOUNTAIN WAY  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185130075

KIMBERLY L SIRAGUSA  
PO BOX 25  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185130105

STATE OF OREGON, DEPARTMENT OF JUSTICE  
ATTN: ATTORNEY GENERAL  
1162 COURT ST NE  
SALEM, OR 97301-4096  
First Class and Cert. No. 71039628594185130129

KIMBERLY SIRAGUSA  
PO BOX 1025  
CRESCENT, OR 977331025  
First Class and Cert. No. 71039628594185130150

RICHARD SIRAGUSA  
PO BOX 1025  
CRESCENT, OR 977331025  
First Class and Cert. No. 71039628594185130181

RICHARD D SIRAGUSA  
141860 ELK HAVEN WAY  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185130211

RICHARD D SIRAGUSA  
PO BOX 1025  
CRESCENT, OR 97733

First Class and Cert. No. 71039628594185130242

KIMBERLY L SIRAGUSA  
141860 ELK HAVEN WAY  
CRESCENT LAKE, OR 97425  
First Class and Cert. No. 71039628594185130259

KIMBERLY L SIRAGUSA  
PO BOX 1025  
CRESCENT, OR 97733  
First Class and Cert. No. 71039628594185130280

unofficial  
copy

10/28

## TRUSTEE'S NOTICE OF SALE

T.S. #: OR-09-306041-SH

Reference is made to that certain deed made by, **RICHARD D SIRAGUSA & KIMBERLY L SIRAGUSA** as Grantor to **ASPEN TITLE & ESCROW**, as trustee, in favor of **FIRST HORIZON HOME LOAN CORPORATION**, as Beneficiary, dated **7/19/2005**, recorded **7/27/2005**, in official records of **KLAMATH** County, Oregon in book/ reel/ volume number **M05** at page number **58211-34** fee/ file/ instrument/ microfile/ reception number **xxx**, and loan modification dated **10/11/2006** and recorded on **10/19/2006** as Instrument Number **2006-021027**, in Book **XXX**, Page **XXX**, covering the following described real property situated in said County and State, to-wit:

**APN: R728840**

**LOT 18, BLOCK 2, TRACT NO. 1119, LEISURE WOODS, UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as:

**141860 ELK HAVEN WAY  
CRESCENT LAKE, OR 97425**

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantors:

The installments of principal and interest which became due on **5/1/2009**, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

**Monthly Payment \$3,635.51**

**Monthly Late Charge \$170.86**

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of **\$546,741.61** together with interest thereon at the rate of **7.5000** per annum from **4/1/2009** until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that **FIRST AMERICAN TITLE INSURANCE COMPANY**, the undersigned trustee will on **10/28/2011** at the hour of **10:00:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statues, **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR** County of **KLAMATH**, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution 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 any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

**For Sale Information Call: 714-573-1965 or Login to: [www.priorityposting.com](http://www.priorityposting.com)**

## TRUSTEE'S NOTICE OF SALE

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

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **FIRST AMERICAN TITLE INSURANCE COMPANY**. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary.

**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 the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.**

## NOTICE TO RESIDENTIAL TENANTS

**The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/28/2011. 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 A 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 a 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 9/28/2011 (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 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 TENACY 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 OR RENT YOU PREPAID 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 PREPAID RENT.**

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

**Oregon State Bar: (503) 684-3763; (800) 452-7636**

**Legal assistance: [www.lawhelp.org/or/index.cfm](http://www.lawhelp.org/or/index.cfm)**

Dated: 10/21/2011

**FIRST AMERICAN TITLE INSURANCE COMPANY,**

as trustee

818 Stewart Street, Suite 800

Seattle, WA 98101

Signature By 

**Brooke Frank, Assistant Secretary  
Quality Loan Service Corp. of Washington as agent for  
FIRST AMERICAN TITLE INSURANCE COMPANY  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711**

**For Non-Sale Information:**

**Quality Loan Service Corp. of Washington**  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711  
Fax: 619-645-7716

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

**THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED  
WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

**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: 141860 ELK HAVEN WAY**

**City: CRESCENT LAKE State: OR Zip: 97425**

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 **6/21/2011** to bring your mortgage loan current was **\$105,476.85**. 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 your lender at **800-364-7662** or Quality Loan Service Corp., of Washington at **866-645-7711 ext 3704** 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:

Quality Loan Service Corp. of Washington  
2141 5th Avenue  
San Diego, CA 92101

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

**Date and Time: 10/28/2011 at 10:00:00 AM**

**Place: At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, 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 call **MetLife Home Loans a division of MetLife Bank NA** at **800-364-7662** to find out if your lender is willing to 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 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: [www.osbar.org](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 **888-638-6964 x 33805**.

If you can't reach your lender, you may contact Quality Loan Service Corp., of Washington as agent for trustee at **(877) 886-9757**. 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 7/21/2011, 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.

Dated: 6/21/2011

Trustee name(print): **Quality Loan Service Corp. Of Washington as agent for FIRST AMERICAN TITLE INSURANCE COMPANY**



Trustee signature **By: Brooke Frank**

Trustee telephone number: (866)-645-7711

850830

OR-09-306041-SH

10/28

## PROOF OF SERVICE JEFFERSON STATE ADJUSTERS

STATE OF: Oregon

COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE

FOR THE WITHIN NAMED: Occupants of **141860 Elk Haven Way Crescent Lake, OR 97425**

**PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to Rocky Jawad at the address below.

**SUBSTITUTE SERVICE:** By delivering an Original or True Copy to Rocky Jawad, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: Richard Siragusa

**OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1<sup>st</sup> Attempt: June 23, 2011 8:00 AM Posted

2<sup>nd</sup> Attempt: June 28, 2011 10:55 AM Served

3<sup>rd</sup> Attempt:

**NON-OCCUPANCY:** I certify that I received the within document(s) for service on        and after personal inspection, I found the above described real property to be unoccupied.

**SUBSTITUTE SERVICE MAILER:** That on the day of June 29, 2011, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

*Chelsea Meek*

---

**141860 Elk Haven Way Crescent Lake, OR 97425**

### ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

June 23, 2011

8:00 AM

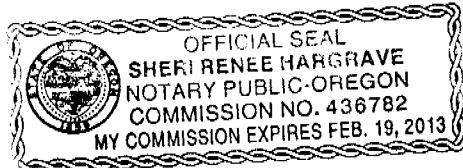
**DATE OF SERVICE**

**TIME OF SERVICE**

or non occupancy

By: *A Thompson*

Subscribed and sworn to before on this 29<sup>th</sup> day of June, 2011.



*Sheri Renee Hargrave*

Notary Public for Oregon

10/28

**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

OR-09-3060411-SK

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#13579 SALE SIRAGUSA

P#850830

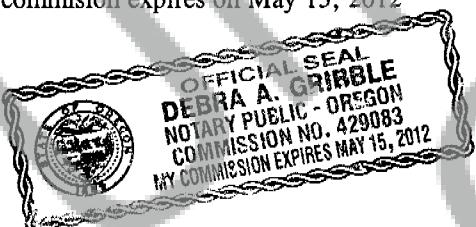
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:

06/30/2011 07/07/2011 07/14/2011 07/21/2011

Subscribed and sworn by Jeanine P Day before me on:  
25th day of July in the year of 2011

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



TRUSTEE'S NOTICE OF SALE T.S. No.: OR-08-30801-88

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 88-35 (3) of Oregon Revised Statutes; the default for which the foreclosure notice is made is the grantor's; The installments of principal and interest which became due on 5/1/2009, and all subsequently installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquency, property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiary's efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$3,635.51 Monthly Late Charge \$17.26

By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$546,741.61 together with interest thereon at the rate of 7% per annum from 4/1/2009 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums received by the beneficiary pursuant to the terms of said deed of trust. Whereof notice is given that FIRST AMERICAN LANTITLE INSURANCE COMPANY, the undersigned trustee will, on 10/30/2011 at the hour of 10:00 AM, Standard of Time, establish by section 187.110 Oregon Revised Statutes, At the main entrance to the County Courthouse, 316 Math. St., Klamath Falls, OR County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due and unpaid, together with the costs, trustee's fees and attorney's fees and any other default compensation in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale [Information Call: 743-573-1985 or Log on to [www.godoc.com](http://www.godoc.com)].

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest; if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by FIRST AMERICAN TITLE INSURANCE COMPANY. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. 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 the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/28/2011. Unless the lender who is foreclosing on this property is paid, the foreclosure will be 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 A 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 a 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 9/28/2011 (30 days before the date of 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 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 will 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 OR RENT YOU PREPAID 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 PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer or 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. Oregon State Bar (503) 684-3782; (800) 452-7636 Legal assistance: [www.lawhelp.org/or/index.cfm](http://www.lawhelp.org/or/index.cfm) Dated: 6/21/2011 FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee 3 First American Way Santa Ana, CA 92707 Signature By: Brooke Frank, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for FIRST AMERICAN TITLE INSURANCE COMPANY 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released from personal liability for this loan in which case this letter is intended to exercise the note holder's rights against your personal property only. **THE OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** As required by law, you are hereby notified that a negative credit report reflecting on your credit may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. File#830 6/30/77-7/14/2011.

100-579 June 30, July 07, 14, 21, 2011.

0128

**AFFIDAVIT OF COMPLIANCE WITH OREGON SB 628**  
**(AS AMENDED BY HB 3610), CODIFIED AS ORS 86.737**

**Borrower(s):** RICHARD D. SIRAGUSA, KIMBERLY L. SIRAGUSA  
**Property Address:** 141860 ELK HAVEN WAY, CRESCENT LAKE, OR 97425  
**T.S. No.:** OR-09-306041-SH

I am authorized to execute this affidavit on behalf of **Nationstar Mortgage LLC** who is the servicer of the subject loan and is the Authorized Agent to act on behalf of the Beneficiary of the Deed of Trust that is the subject of this foreclosure action on residential property. I am over the age of 18 and competent to testify as to the matters contained herein. I have access to the business records of **Nationstar Mortgage LLC** including the business records for and relating to the Borrower's loan.

I make this affidavit based upon my review of those records relating to the Borrower's loan and from my own personal knowledge of how they are kept and maintained, except as to those matters herein stated to be based upon information and belief, and as to those matters I believe them to be true. The loan records for the Borrower are maintained by **Nationstar Mortgage LLC** in the course of its regularly conducted business activities and are made at or near the time of the event. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

This affidavit pertains only to the required Loan Modification Request Form and Notice sent by the Trustee pursuant to ORS 86.737, and the Beneficiary or its Authorized Agent's subsequent performance, in the event the Loan Modification Request Form was timely returned by the Borrower to the Trustee. **This affidavit does not touch or concern any other loss mitigation discussions or interactions between the Beneficiary or its Authorized Agent(s) and the Borrower.**

The undersigned further represents and avers that the following selected paragraph(s) is/are true and correct:

**SECTION ONE: Whether Loan Modification Request Form was Received**

**Loan Modification Request Form Received.** Borrower returned the Loan Modification Request Form sent to them pursuant to ORS 86.737 by the date specified therein. *[Continue to Section Two].*

**No Loan Modification Request Form Received.** Borrower did not return the Loan Modification Request Form sent to them pursuant to ORS 86.737 by the date specified therein. *[Continue to Signature].*

**SECTION TWO: Contents of Borrower's Response**

**Loan Modification Requested but No Meeting Requested.** Borrower timely requested a loan modification prior to the deadline set forth on the Notice or Loan Modification Request Form but did not request that a meeting be set. The Trustee sent the Borrower's request to the Beneficiary or its Agent. *[Continue to Section Four].*

**Loan Modification Requested and Meeting Requested.** Borrower timely requested a loan modification prior to the deadline set forth on the Notice or Loan Modification Request Form and also timely requested that a meeting be set. The Trustee sent the Borrower's request to the Beneficiary or its Agent. *[Continue to Sections Three and Four].*

Affidavit of Compliance with Oregon SB 628 (As amended by HB 3610). Codified as ORS 86.737

Borrower(s): RICHARD D. SIRAGUSA, KIMBERLY L. SIRAGUSA

Property Address: 141860 ELK HAVEN WAY, CRESCENT LAKE, OR 97425

T.S. No.: OR-09-306041-SH

### **SECTION THREE: Result of Requested Meeting**

**[ ] Meeting Occurred.** The Beneficiary or Beneficiary's Agent took reasonable steps to schedule the meeting, and the meeting occurred before the Beneficiary or Beneficiary's Agent responded to the Borrower's request to modify the loan. The Beneficiary or Beneficiary's Agent that met or spoke with the Borrower had authority to modify the loan, or was able to obtain authority to modify the loan. *[Continue to Section Four].*

**[ ] Meeting Did Not Occur.** The Beneficiary or Beneficiary's Agent attempted to contact the Borrower and took all required reasonable steps to schedule the meeting. These steps included attempts to contact the Borrower at the Borrower's last known address, telephone number or email address (if the Borrower provided an email address on the Loan Modification Request Form). The Borrower failed to respond within 7 days of these contact attempts by the Beneficiary or Beneficiary's Agent about scheduling the meeting. Accordingly, no meeting occurred. *[Continue to Section Four].*

### **SECTION FOUR: Result of Requested Loan Modification**

**[ ] Borrower Evaluated, Request Denied for Non-Financial Reasons.** Borrower timely requested a loan modification. The loan modification request was evaluated in good faith within 45 days of receipt of the Borrower's Loan Modification Request Form or after additional applicable time as granted. After review of the options available to the Borrower, the Beneficiary or Beneficiary's Agent determined that the Borrower was ineligible for a loan modification program. Within 45 days of the Beneficiary's receipt of the Borrower's Loan Modification Request Form or after additional applicable time as granted, the Beneficiary or Beneficiary's Authorized Agent notified the Borrower that the Borrower's loan modification request had been denied, and provided an explanation for the denial. *[Continue to Signature].*

**[ ] Borrower Evaluated, Request Denied for Financial Reasons.** Borrower timely requested a loan modification. The Beneficiary, or its Authorized Agent, evaluated in good faith the most current financial information provided by the Borrower. Within 45 days of the Beneficiary's receipt of the Loan Modification Request Form or from the receipt of the requested financial information from the Borrower or after additional applicable time as granted, the Beneficiary or Beneficiary's Authorized Agent notified Borrower that Borrower's request for a loan modification had been denied. The Beneficiary or Beneficiary's Authorized Agent provided the calculation as to why the Borrower was not qualified for a loan modification, or provided specific information as outlined in Supplemental Directive 09-08 issued by the United States Department of the Treasury under the Helping Families Save Their Homes Act of 2009, P.L. 111-22. *[Continue to Signature].*

**[ ] Borrower Evaluated, Approved for a Modification, but Subsequently Defaulted.** Borrower timely requested a loan modification. The loan modification request was evaluated in good faith within 45 days of receipt of the Borrower's Loan Modification Request Form. Within 45 days of the Beneficiary's receipt of Borrower's Loan Modification Request Form or after additional applicable time as granted, the Beneficiary or Beneficiary's Authorized Agent notified Borrower that Borrower's request for a loan modification was approved. Borrower subsequently failed to return the executed modification agreement or required down payment, or failed to timely make the payment(s) under the terms of the agreement. *[Continue to Signature].*

Affidavit of Compliance with Oregon SB 628 (As amended by HB 3610), Codified as ORS 86.737

Borrower(s): RICHARD D. SIRAGUSA, KIMBERLY L. SIRAGUSA  
Property Address: 141860 ELK HAVEN WAY, CRESCENT LAKE, OR 97425  
T.S. No.: OR-09-306041-SH

[ ] **Insufficient Information Provided by Borrower, Request Denied.** Borrower timely requested a loan modification. The loan modification request was evaluated in good faith, but Borrower, despite one or more additional requests from the Beneficiary or its Authorized Agent, failed to provide the requested information to enable the Beneficiary to determine in good faith whether the Borrower was eligible for a loan modification. Accordingly, the Beneficiary or Beneficiary's Authorized Agent notified Borrower that Borrower's request for a loan modification had been denied. [Continue to Signature].

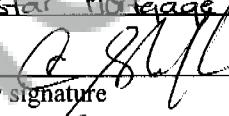
DATED: 10/3/11

By:  10/3/11  
Typed Name: Darla Duncan  
Title: Assistant Secretary

State of: Texas )  
 ) ss.

County of: Denton )

This instrument was acknowledged before me on 10/3/11 by Darla Duncan  
as assistant secretary of Nationstar Mortgage LLC.

  
Notary signature

My commission expires June 23, 2015

