

1st 1682804

2011-011873

Klamath County, Oregon



00109097201100118730230235

10/24/2011 02:56:01 PM

Fee: \$162.00

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 Mailing
Trustee's Notice of Sale
Notice to Tenants
Proof of Service
Affidavit of Publication
Affidavit of Non-Military Service

2. Direct Party (Grantor):

Christopher Dorr

3. Indirect Party (Beneficiary):

Janine M & Scott W Cheyne

4. True and Actual Consideration Paid:

NA

5. Legal Description:

SEE ATTACHED EXIBITS

6. Deed Reference:

M02-8746

After recording Mail to

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

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
AND ADDITIONAL DOCUMENTS AS ATTACHED.**

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

STATE OF CALIFORNIA, COUNTY OF ORANGE, ss:

I, JOANNA DEVELASCO, 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 his successor in interest and not a party to the within action.

I gave notice of the 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, attached hereto.

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 of 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 of 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 true copy of the original notice of sale by CHRISTOPHER C. DORR, LLC, OSBA # 992526, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail at Santa Ana, CA on July 5, 2011. With respect to each person listed on the attached, one such notice was mailed with postage thereon sufficient for first-class delivery to the address indicated, and another such notice was mailed with 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.

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

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

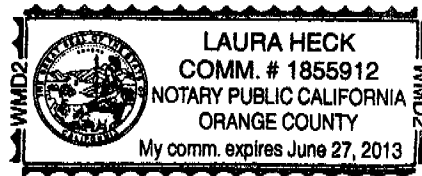
By: Joanna Develasco
STATE OF CA , **JOANNA DEVELASCO**
COUNTY OF Orange)SS

On 7-5-11 before me, Laura Heck, a Notary Public in and for said County and State, personally appeared JOANNA DEVELASCO, 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 CA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Laura Heck (Seal)



DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 523375

05
Date: 07/26/11

JANINE M. CHEYNE
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5374
RETURN RECEIPT REQUESTED

SCOTT W. CHEYNE
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5381
RETURN RECEIPT REQUESTED

OCCUPANT
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5398
RETURN RECEIPT REQUESTED

JANINE M. CHEYNE
6545 ONYX AVE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5404
RETURN RECEIPT REQUESTED

SCOTT W. CHEYNE
6545 ONYX AVE
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5411
RETURN RECEIPT REQUESTED

JANINE M. CHEYNE
P O BOX 223
KLAMATH FALLS, OR 97634

CERTIFIED 7105 2257 2920 1556 5428
RETURN RECEIPT REQUESTED

JANINE M. CHEYNE
P O BOX 448
MIDLAND, OR 97634

CERTIFIED 7105 2257 2920 1556 5435
RETURN RECEIPT REQUESTED

SCOTT W. CHEYNE
P O BOX 448
MIDLAND, OR 97634

CERTIFIED 7105 2257 2920 1556 5442
RETURN RECEIPT REQUESTED

SCOTT W. CHEYNE
P O BOX 223
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5459
RETURN RECEIPT REQUESTED

SCOTT W. CHEYNE
P O BOX 74
MIDLAND, OR 97634

CERTIFIED 7105 2257 2920 1556 5466
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

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


JOANNA DEVELASCO

DECLARATION OF MAILING BY CERTIFIED/REGISTERED MAIL

T.S.# D 523375

JANINE M. CHEYNE
P O BOX 74
MIDLAND, OR 97634

05
Date: 07/06/11

CERTIFIED 7105 2257 2920 1556 5473
RETURN RECEIPT REQUESTED

JANINE M. CHEYNE
C/O JOHN P. BELL
P O BOX 11616
EUGENE, OR 97440

CERTIFIED 7105 2257 2920 1556 5480
RETURN RECEIPT REQUESTED

KLAMATH FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
CAMPUS BRANCH
2420 DAHLIA STREET
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1556 5497
RETURN RECEIPT REQUESTED

KLAMATH FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
C/O CONSUMER LOAN CENTER
714 MAIN STREET 3RD FLOOR
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1556 5503
RETURN RECEIPT REQUESTED

UNITED STATES OF AMERICA, ACTING THROUGH THE
FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE
2316 S 6TH STREET, SUITE C
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1556 5510
RETURN RECEIPT REQUESTED

USDA/FARM SERVICE AGENCY
2316 S 6TH STREET, SUITE C
KLAMATH FALLS, OR 97601

CERTIFIED 7105 2257 2920 1556 5527
RETURN RECEIPT REQUESTED

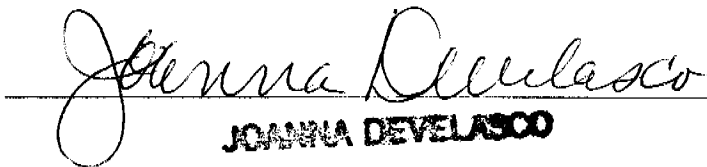
TENANT OF THE PROPERTY
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

CERTIFIED 7105 2257 2920 1556 5534
RETURN RECEIPT REQUESTED

STATE OF CALIFORNIA
COUNTY OF ORANGE

The undersigned does hereby declare that he/she is over the age of 18 year and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by Certified/Registered mail, in a sealed envelope, a copy of the document which is attached to this declaration.

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


JOANNA DEVELASCO

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 523375

05
Date: 07/06/11

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

The undersigned does hereby declare that he/she is over the age of 18 years and that his/her business address is 1820 E. First Street, Ste# 300, Santa Ana, CA, 92705. That he/she did cause to be deposited, on the above date, in the United States mail, with postage fully prepaid, mailed by First Class Mail, in a sealed envelope, a copy of the Notice of Default / Notice of Trustee's Sale (Circle)

Addressed to the following:

JANINE M. CHEYNE
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

SCOTT W. CHEYNE
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

OCCUPANT
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

JANINE M. CHEYNE
6545 ONYX AVE
KLAMATH FALLS, OR 97603

SCOTT W. CHEYNE
6545 ONYX AVE
KLAMATH FALLS, OR 97603

JANINE M. CHEYNE
P O BOX 223
KLAMATH FALLS, OR 97634

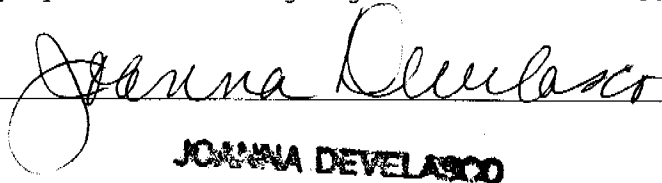
JANINE M. CHEYNE
P O BOX 448
MIDLAND, OR 97634

SCOTT W. CHEYNE
P O BOX 448
MIDLAND, OR 97634

SCOTT W. CHEYNE
P O BOX 223
KLAMATH FALLS, OR 97603

SCOTT W. CHEYNE
P O BOX 74

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


JOANNA DEVELASCO

AFFIDAVIT OF MAILING
BY FIRST CLASS MAIL

T.S.# D 523375

05
Date: 07/06/11

STATE OF CALIFORNIA
COUNTY OF ORANGE

SS.

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Addressed to the following:

MIDLAND, OR 97634

JANINE M. CHEYNE
P O BOX 74
MIDLAND, OR 97634

JANINE M. CHEYNE
C/O JOHN P. BELL
P O BOX 11616
EUGENE, OR 97440

KLAMATH FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
CAMPUS BRANCH
2420 DAHLIA STREET
KLAMATH FALLS, OR 97601

KLAMATH FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION
C/O CONSUMER LOAN CENTER
714 MAIN STREET 3RD FLOOR
KLAMATH FALLS, OR 97601

UNITED STATES OF AMERICA, ACTING THROUGH THE
FARMERS HOME ADMINISTRATION
UNITED STATES DEPARTMENT OF AGRICULTURE
2316 S 6TH STREET, SUITE C
KLAMATH FALLS, OR 97601

USDA/FARM SERVICE AGENCY
2316 S 6TH STREET, SUITE C
KLAMATH FALLS, OR 97601

TENANT OF THE PROPERTY
3223 LOWER KLAMATH LAKE RD
KLAMATH FALLS, OR 97603

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


JOANNA DEVELASCO

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.

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

By 
CHRISTOPHER C. DORR, ATTORNEY AT LAW

DIRECT INQUIRIES TO:
T.D. SERVICE COMPANY
FQRECLOSURE 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>

<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.



TD SERVICE COMPANY

DEBT VALIDATION NOTICE

Date: June 22, 2011
T.S. Number: D523375 OR
Unit Code: D
Loan No: 117706492/CHEYNE

1. The enclosed document relates to a debt owed to:
STERLING SAVINGS BANK, SUCCESSOR BY MERGER TO KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
c/o Sterling Savings Bank
2. Your mortgage Loan with the above-referenced creditor has been referred to our office for foreclosure based upon a default under the terms of the subject Note and Deed of Trust. Pursuant to and in compliance with the Fair Debt Collection Practices Act (Federal(15USC 1601, as amended) our company on behalf of the above- named creditor hereby provides the following notification:
 - * The creditor may be attempting to collect a debt and any information obtained will be used by them for that purpose.
 - * The amount required to reinstate or pay off the Debtor's account will be provided to the Debtor upon request. The Debtor should telephone our company or the creditor for a quotation of such amount.
 - * Written request or claims of dispute may be sent to the Creditor or to our company.
 - * You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of June 22, 2011 the total delinquency owed was \$17,179.96, but this amount will increase daily after such date until the delinquency has been fully paid.
4. As of the date in item Number 3, the amount owed is \$101,757.12 for unpaid Principal, plus Accrued Interest and any Accrued NSF Fees, Escrow Advances, Late Charges, or Suspense Credits and Attorney and/or Trustee Fee and Costs that have been incurred. Because these charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after your check is received, in which event you will be informed before the check is deposited for collection. For further information you may contact T.D. SERVICE COMPANY by mail at 1820 E. FIRST ST., SUITE 210, P.O. BOX 11988, SANTA ANA, CA 92711-1988 or call (800) 843-0260 or call your lender directly.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain from the creditor and mail to you, for the creditor, written verification of the debt. Otherwise, we will assume that the debt is valid. The foreclosure action can be withdrawn if it is determined by the Creditor that there has been no default or the default has been cured or corrected.
6. You have various rights and duties under state law, which may include the right to reinstate the loan or redeem the property from the foreclosure sale. This letter is not a notification or intent to notify you of your rights. You should seek independent advice with respect to your rights and obligations under this debt.

DEBTVLD

T.S. Number: D523375 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:

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 at 509/227-0910 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: **<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.

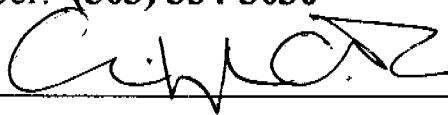
IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY August 1, 2011 WHICH IS AT LEAST 30 DAYS AFTER THE DATE SHOWN BELOW.

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
TS Number: D 523375
Unit Code: D
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: _____

**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 **3223 Lower Klamath Lake Rd. Klamath Falls, OR 97603 (T.S. # D523375 OR)**

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

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

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

1 st Attempt:	June 29, 2011	2:48 PM Posted
2 nd Attempt:	July 5, 2011	12:29 PM Posted
3 rd Attempt:	July 7, 2011	3:32 PM Served

☐ **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 **July 11, 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

**3223 Lower Klamath Lake Rd. Klamath Falls, OR 97603
ADDRESS OF SERVICE**

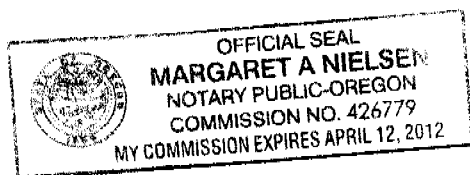
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

June 29, 2011 2:48 PM
DATE OF SERVICE TIME OF SERVICE
☐ or non occupancy

By:

Robert W. Bolenbaugh
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 11th day of July, 2011.



Margaret A. Nielsen
Notary Public for Oregon

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

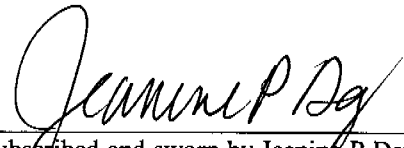
I, Jeanine P. Day, Finance Director, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at Klamath Falls in the aforesaid county and state; that I know from my personal knowledge that the

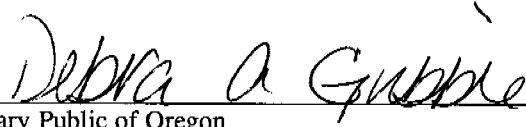
Legal#13733 SALE CHEYNE
#944828

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

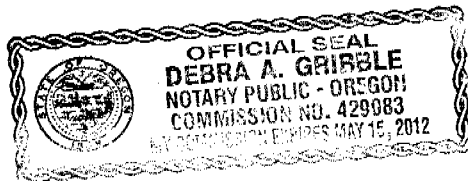
Insertion(s) in the following issues:

09/16/2011 09/23/2011 09/30/2011 10/07/2011


Subscribed and sworn by Jeanine P Day before me on:
7th day of October in the year of 2011


Notary Public of Oregon

My commission expires on May 15, 2012



OREGON TRUSTEE'S NOTICE OF SALE

T.S. No: D523375 OR Unit Code: D Loan

No: 117706492/CHEYNE AP #1: R94597 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: 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.

Both the beneficiary and the trustee have elected to sell the said real property 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. 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 new 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 any person named in O.R.S.86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of 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 herein 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. 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: 06/22/11
CHRISTOPHER C. DORR, LLC, OSBA # 992526 By
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 TAC# 944828W PUB: 09/16/11, 09/23/11, 09/30/11, 10/07/11.
#13733 September 16, 23, 30, October 07, 2011.

AFFIDAVIT OF NON-MILITARY SERVICE

Date:

T.S. Number: D523375 OR

Unit Code: D

Loan No: 117706492 Cheyne

STATE OF Washington)
COUNTY OF Spokane)ss,

Sherry Cropp, BEING DULY SWORN, DEPOSES AND SAYS:

TO THE BEST OF OUR KNOWLEDGE:

JANINE M CHEYNE, SCOTT W CHEYNE

ARE NOT, AND NEITHER IS, IN THE MILITARY SERVICE OF THE UNITED STATES, WITHIN THE MEANING OF THE SOLDIERS' AND SAILORS' CIVIL RELIEF ACT, AS AMENDED; THAT NEITHER PERSON IS A MEMBER OF THE UNITED STATES MARINE CORPS, WOMEN'S RESERVE, OR WOMEN'S ARMY AUXILIARY CORPS OR WOMEN'S ARMY CORPS (WACS), OR WOMEN'S COAST GUARD RESERVE UNDER ORDERS TO REPORT FOR INDUCTION UNDER THE SELECTIVE TRAINING AND SERVICE ACT OF 1940, AS AMENDED, OR AS A MEMBER OF THE ENLISTED RESERVE CORPS UNDER ORDERS TO REPORT FOR MILITARY SERVICE OR AN AMERICAN CITIZEN SERVING WITH THE FORCES OF ANY NATION ALLIED WITH THE UNITED STATES IN THE PROSECUTION OF A WAR, OR IN THE FEDERAL SERVICE OR ACTIVE DUTY AS A MEMBER OF THE ARMY OF THE UNITED STATES, OR THE UNITED STATES NAVY, OR THE MARINE CORPS, OR THE COAST GUARD, OR AS AN OFFICER OF THE PUBLIC HEALTH SERVICE WITHIN THE PURVIEW OF THE SERVICE MEMBERS CIVIL RELIEF ACT OF 2003.

THAT THIS AFFIDAVIT IS MADE FOR THE PURPOSE OF INDUCING CHRISTOPHER C. DORR, LLC, OSBA #992526, AS TRUSTEE WITHOUT LEAVE OF COURT FIRST OBTAINED, TO CAUSE CERTAIN PROPERTY TO BE SOLD UNDER THE TERMS OF A DEED OF TRUST PURSUANT TO THE POWER OF SALE CONTAINED THEREIN.

DATED: 7/5/11

BY: Sherry Cropp
Sherry Cropp

SUBSCRIBED AND SWORN BEFORE ME THIS 5th DAY OF July 2011.

Paula A Hallquist
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE.

MY COMMISSION EXPIRES ON 6-24-2013

