14/7/0759

RECORDING COVER SHEET Pursuant to ORS 205.234

2011-014038 Klamath County, Oregon

00111656201100140380170172

12/21/2011 02:19:44 PM

Fee: \$127.00

After recording return to:

Northwest Trustee Services, Inc. As successor trustee Attention: Claire Swazey P.O. Box 997 Bellevue, WA 98009-0997

- 1. AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
- 2. TRUSTEE'S NOTICE OF SALE
- 3. PROOF OF SERVICE
- 4. AFFIDAVIT OF PUBLICATION

Original Grantor(s) on Trust Deed: Alice A. Hopper and Eugene Hawley Miles, wife and husband, not as tenants in common but with the right of survivorship

Beneficiary: Mortgage Electronic Registration Systems, Inc. solely as nominee for Urban Financial Group, and its successors and assigns

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



## AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON, County of KING) ss:

I, the undersigned, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

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, to-wit:

See Attached Exhibit A

Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale, each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Bellevue, Washington, on \_\_\_\_\_\_\_. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after the notice of default and election to sell described in said notice of sale was recorded.

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 WASHINGTON	)		A 4			
		) ss.	- The C	1		
COUNTY OF KING	)	- N	. 7		. 10	i.

I certify that I know or have satisfactory evidence that the s

Dated: <u>9-0-//</u>

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

RE: Trust Deed from Hopper, Alice A.

Grantor

to

Northwest Trustee Services, Inc.,

Trustee

File No. 8325.20035

After recording return to:
Northwest Trustee Services, Inc.
Successor by merger to Northwest Trustee Services, PLLC
(formerly known as Northwest Trustee Services, LLC)
Attn: Claire Swazey
P.O. Box 997
Bellevue, WA 98009-0997

CHRISTINA A. KOSTER STATE OF WASHINGTON NOTARY PUBLIC MY COMMISSION EXPIRES

04-27-15

## **EXHIBIT A**

Alice A. Hopper 4662 Bellm Drive Klamath Falls, OR 97603

Eugene Hawley Miles 4662 Bellm Drive Klamath Falls, OR 97603

Occupants
Development
4662 Bellm Drive
Klamath Falls, OR 97603

Alice A. Hopper PO Box 12 Lake Shore, UT 84660

Eugene Hawley Miles PO Box 12 Lake Shore, UT 84660

Secretary of Housing and Urba

451 Seventh Street Southwest Washington, DC 20410

8325.20035 Claire Swazey

### AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF WASHINGTON, County of KING) ss:

I, the undersigned, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

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, to-wit:

See Attached Exhibit A

Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by OR\$ 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale, each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Bellevue, Washington, on \( \frac{1}{2} \) With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after the notice of default and election to sell described in said notice of sale was recorded.

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 WASHINGTON )

COUNTY OF KING )

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

Dated: 9-14-11

NOTAR PUBLIC in and for the State of Washington, residing at My commission expires

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE RE: Trust Deed from

Hopper, Alice A.

Grantor

to

Northwest Trustee Services, Inc.,

Trustee

File No. 8325.20035

After recording return to:
Northwest Trustee Services, Inc.
Successor by merger to Northwest Trustee Services, PLLC
(formerly known as Northwest Trustee Services, LLC)
Attn: Claire Swazey
P.O. Box 997
Bellevue, WA 98009-0997

MYRTLE LÖUISE WALVATNE STATE OF WASHINGTON

**NOTARY PUBLIC** 

MY COMMISSION EXPIRES

03-09-15

## **EXHIBIT A**

Alice A. Hopper 4622 Bellm Drive Klamath Falls, OR 97603

Eugene Hawley Miles 4622 Bellm Drive Klamath Falls, OR 97603

Occupants
Development
4622 Bellm Drive
Klamath Falls, OR 97603

Alice A. Hopper PO Box 12 Lake Shore, UT 84660

Eugene Hawley Miles PO Box 12 Lake Shore, UT 84660

Secretary of Housing and Urba

451 Seventh Street Southwest Washington, DC 20410

8325.20035 Claire Swazey

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

STATE OF WASHINGTON, County of KING) ss:

I, the undersigned, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Washington, a competent person over the age of eighteen years and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

On September 26, 2011 I caused to be deposited in the United States post office at Bellevue, Washington a copy of the attached Notice of Trustee's Sale ("Notice"). The Notice was sealed in an envelope addressed to "Occupant" at 4622 Bellm Drive, Klamath Falls, OR, 97603 and sufficient postage was affixed to the envelope for first class delivery to the address indicated.

_	Mary Suleman			
STATE OF WASHINGTON	7			
COUNTY OF KING	) ss. )			

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

Dated: Dept. De 2011

Notary Public State of Washington MELANIE SPRAGUE MY COMMISSION EXPIRES May 26, 2015 NOTARY PUBLIC in and for the State of

Washington, residing at

My commission expires

8325.20035 / Hopper, Alice A. Claire Swazey

## August 24, 2011

## **Notice**

Pursuant to the Federal Fair Debt Collection Practices Act: If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:

1. As of the date of this notice, you owe \$78,170.54. Because of interest, late charges, and other charges that 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 we receive your check. For further information write or call:

Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 (425) 586-1900

- 2. The creditor to whom the debt is owed is Reverse Mortgage Solutions, Inc./Reverse Mortgage Solutions.
- 3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
- 4. If you notify us within 30 days after receipt of this notice that you dispute the debt or any part of it, we shall obtain verification of the debt and mail it to you.
- 5. If you request within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

Hopper, Alice A./8325.20035

#### TRUSTEE'S NOTICE OF SALE

File No. 8325.20035

Reference is made to that certain trust deed made by Alice A. Hopper and Eugene Hawley Miles, wife and husband, not as tenants in common but with the right of survivorship, as grantor, to Alan E. South, Attorney at Law, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Urban Financial Group, and its successors and assigns, as beneficiary, dated 11/03/10, recorded 11/17/10, in the mortgage records of Klamath County, Oregon, as 2010-013333 and subsequently assigned to Reverse Mortgage Solutions, Inc. by Assignment, covering the following described real property situated in said county and state, to wit:

Lot 12 in Block 4 of Country Green, According to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 4662 Bellm Drive

Klamath Falls, OR 97603

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the event of default under the note and deed of trust, pursuant to Section 9(a)(i) of the Deed of Trust, which provides that, "Lender may require immediate payment in full of all sums secured by this Security Instrument if... Borrower dies and the Property is not the principal residence of at least one surviving Borrower." and pay, when due 3/28/2011 (Default Date), the unpaid principal balance of \$75,271.65 plus accrued interest, together with accruing interest, costs, advances, attorneys' and trustee's fees and costs accruing until the date of sale or full satisfaction of the obligation.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, said sums being the following, to wit: \$75,271.65 with interest thereon at the rate of 5.06 percent per annum beginning 02/28/11; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on January 5, 2012 at the hour of 10:00 o'clock, A.M. in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for payoff quotes requested pursuant to ORS 86.757 and 86,759 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.northwesttrustee.com. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to the date last set for the sale, to have this foreclosure proceeding dismissed 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 of herein that is capable of being cured by tendering the performance required under the obligation or 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.

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

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 5, 2012. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

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

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

## FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

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

## STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRINGYOU 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 December 6, 2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

## ABOUT YOUR SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for lawyer referral service. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <a href="http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html">http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html</a>.

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	www.northwesttrustee.com and are incorporated by this orthwesttrustee.com and www.USA-Foreclosure.com.
Dated: 8/3/ ,20 <u>//</u>	Northwest Trustee Services, Inc.  By Assistant Vice President,
For further information, please contact:	Northwest Trustee Services, Inc.
Claire Swazey Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 (425) 586-1900 File No.8325.20035/Hopper, Alice A.	
State of Washington, County of King ss:	
I, the undersigned, certify that the foregoing of sale.	is a complete and accurate copy of the original trustee's notice
	By Authorized Signer

## September 8, 2011

## **Notice**

Pursuant to the Federal Fair Debt Collection Practices Act: If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:

1. As of the date of this notice, you owe \$78,509.34. Because of interest, late charges, and other charges that 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 we receive your check. For further information write or call:

Northwest Trustee Services, Inc. P.O. Box 997 Bellevue, WA 98009-0997 (425) 586-1900

- 2. The creditor to whom the debt is owed is Reverse Mortgage Solutions, Inc./Reverse Mortgage Solutions.
- 3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
- 4. If you notify us within 30 days after receipt of this notice that you dispute the debt or any part of it, we shall obtain verification of the debt and mail it to you.
- 5. If you request within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.

Hopper, Alice A./8325.20035

#### TRUSTEE'S NOTICE OF SALE

File No. 8325.20035

Reference is made to that certain trust deed made by Alice A. Hopper and Eugene Hawley Miles, wife and husband, not as tenants in common but with the right of survivorship, as grantor, to Alan E. South, Attorney at Law, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Urban Financial Group, and its successors and assigns, as beneficiary, dated 11/03/10, recorded 11/17/10, in the mortgage records of Klamath County, Oregon, as 2010-013333 and subsequently assigned to Reverse Mortgage Solutions, Inc. by Assignment recorded as 2011-0010012, covering the following described real property situated in said county and state, to wit:

Lot 12 in Block 4 of Country Green, According to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 4622 Bellm Drive

Klamath Falls, OR 97603

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the event of default under the note and deed of trust, pursuant to Section 9(a)(i) of the Deed of Trust, which provides that, "Lender may require immediate payment infull of all sums secured by this Security Instrument if... Borrower dies and the Property is not the principal residence of at least one surviving Borrower." and pay, when due 3/28/2011 (Default Date), the unpaid principal balance of \$75,271.65 plus accrued interest, together with accruing interest, costs, advances, attorneys' and trustee's fees and costs accruing until the date of sale or full satisfaction of the obligation.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, said sums being the following, to wit: \$75,271.65 with interest thereon at the rate of 5.06 percent per annum beginning 02/28/11; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on January 18, 2012 at the hour of 10:00 o'clock, A.M. in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.northwesttrustee.com. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to the date last set for the sale, to have this foreclosure proceeding dismissed 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 of herein that is capable of being cured by tendering the performance required under the obligation or 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.

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

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 18, 2012. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

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

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

#### FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

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

### STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRINGYOU 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 December 19, 2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

## ABOUT YOUR SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for lawyer referral service. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <a href="http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html">http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html</a>.

	ed at <u>www.northwesttrustee.com</u> and are incorporated by this
reference. You may also access sale status at w	ww.northwesttrustee.com and www.USA-Foreclosure.com.
Dated: 9/9,20//	
	Northwest Trustee Services, Inc.
	By (Millie Dr. )
4 4 7	Assistant Vice President,
	Northwest Trustee Services, Inc.
For further information, please contact:	_ / / /
Claire Swazey	
Northwest Trustee Services, Inc.	
P.O. Box 997	
Bellevue, WA 98009-0997	
<b>(425)</b> 586-1900	
File No.8325.20035/Hopper, Alice A.	
State of Washington, County of King ) ss	s:
I, the undersigned, certify that the foreg	oing is a complete and accurate copy of the original trustee's notice
of sale.	
	By Authorized Signer

## FEI, LLC Affidavit of Posting and Service

State of Oregon County of Klamath

## ROBERT BOLENBAUGH, being sworn, says:

- That I am over 18 years of age, a resident of Oregon, and not a party to the proceeding referred to in the attached Notice of Trustee's Sale:
- That my business address is 1135 Pine Street, Klamath Falls, OR.
- That I posted a copy of the Notice of Trustee's Sale on the parcel of land described in the attached Notice of Trustee's Sale, commonly referred to as 4622 Bellm Drive, Klamath Falls, OR 97603 in a conspicuous place on:
  - o 1st Attempt: Wednesday, September 14, 2011 at 12:50 pm

0	2nd Attempt: Monday, September 19, 2011 at 08:13 am	
0	3rd Attempt: Thursday, September 22, 2011 at 12:32 pm	
Signed in Klam	th County, Oregon by:	
	Signature	
	MOSERT W. BOLENBAUGH	
	Date Sept 26, 2011	
State of Oregon		
County of	Lama?	
On this $26^{7}$	day of 50 Tracks and a second	
Public, Personal	day of 5 ept cm by in the year of 2011, before me a Notary	
the nerson whos	7 APPVAIVU - GODEDTIN DOLENICADEL - VIOUD Oridontified to make to	
declared that the	name is subscribed to the within instrument, and being by me first duly sworn,	
declared that the	statements therein are true, and acknowledged to me that he/she executed the same.	
	Notary Public for Oregon: Margare & Duelse	
	Residing at:	
	Commission expires: $\sqrt{-12-12}$	



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

# 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 Falss in the aforesaid county and state; that I know from my personal knowledge that the Legal#13810 SALE HOPPER

#1002.202340

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: 10/19/2011 10/26/2011 11/02/2011 11/09/2011

Total Cost: \$1169.96

Subscribed and sworn by Jean ne P Day before me on:

9th day of November in the year of 2011

Notary Public of Oregon

My commision expires on May 15, 2012



## TRUSTEE'S NOTICE OF SALE File No. 8325.20035

Reference is made to that certain trust deed made by Alice A. Hopper and Eugene Hawley Miles, wife and husband, not as tenants in common but with the right of surphins as grantor, to Alan E. South, Attorney at Law, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Urban Financial Group, and its successors and assigns, as beneficiary, dated 11/03/10, recorded 11/17/10, in the mortgage records of Klamath County, Oregon, as 2010-013333 and subsequently assigned to Reverse Mortgage Solutions, Inc. by Assignment recorded as 2011-0010012, covering the following described real property situated in said county and state, to wit: Lot 12 in Block 4 of Country Green, According to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon. PROPERTY ADDRESS: 4622 Bellm Drive Klamath Falls, OR 97603.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the event of default under the note and deed of trust, pursuant to Section 9(a)(i) of the Deed of Trust, which provides that, "Lender may require immediate payment in full of all sums secured by this Security Instrument if. Borrower dies and the Property is not the provided residence of at least one surviving Borrower." and pay, when due 3/28/2011 (Default Date), the unpaid principal balance of \$75,271.65 plus account interest, together with accruing interest, lossis, advances, attorneys and trustee's fees and costs accruing until the date of sale or full satisfaction of the obligation.

wit: \$75,271.65 with interest therein; and further sums advanced by the trust deed immediately due and payable, said sums being the following, to wit: \$75,271.65 with interest thereon at the rate of 5.06 percent per annum beginning 02/28/11; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on January 18, 2012 at the hour of 10:00 o'clock, A.M. in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.northwesttrustee.com. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to the date last set for the sale, to have this foreclosure proceeding dismissed 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 of herein that is capable of being cured by tendering the performance required under the obligation are trust deed, togeth

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, 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 trustee's rules of auction may be accessed at <a href="https://www.northwesttrustee.com">www.northwesttrustee.com</a> and are incorporated by this reference. You may also access sale status at <a href="https://www.northwesttrustee.com">www.USA-Forectoe.www.northwesttrustee.com</a> and <a href="https://www.uSA-Forectoestrustee.com">www.USA-Forectoestrustee.com</a> and <a href="https://www.usa-rockerstrustee.com">www.USA-Forectoestrustee.com</a> and <a href="https://www.usa-rockerstrustee.com">www.usa-rockerstrustee.com</a> and <a href="https://www.usa-rockerstrus