

2011-014307

Klamath County, Oregon



00111965201100143070180183

12/29/2011 03:39:50 PM

Fee: \$122.00

**RECORDING COVER SHEET (FOR
NOTICE OF SALE PROOF OF
COMPLIANCE)**

[Per ORS 205.234, 205.236, ORS 86.750]

Mortgage Electronic Registration Systems, Inc.,
"MERS" solely as a nominee for GMAC
Mortgage, LLC dba ditech.com,
BENEFICIARY UNDER ORIGINAL TRUST DEED.

Scott M. Goyette and Stephanie E. Goyette,

GRANTOR UNDER ORIGINAL TRUST DEED.

First American Title Insurance Company of Oregon,
TRUSTEE UNDER ORIGINAL TRUST DEED.

AFTER RECORDING RETURN TO BEARER OR:

REZVANI LAW OFFICE
123 East Powell Blvd. #207
Gresham, Oregon 97030

ORIGINAL TRUST DEED RECORDED:

June 19th, 2007 as Doc. No. 2007-11040
TS No. 10-12107

**RECORDING COVER SHEET
(FOR NOTICE OF SALE PROOF OF COMPLIANCE)**

The following separate documents relating to the same real property are hereby offered for recording in the Deed Records pursuant to ORS 205.236(2)(a):

- Transaction 1. Affidavit of SB 628 Compliance
(1 page)
- Transaction 2. Affidavit of Mailing Trustee's Notice of Sale
(13 pages) Attachment: Trustee's Notice of Sale and Attachments (Exhibit 1)
- Transaction 3. Affidavit of Service of Notice of Sale on Occupant
(1 pages)
- Transaction 4. Affidavit of Publication (Trustee's Notice of Sale) [DOUBLE SIDED]
(2 pages)

Plus this Cover Sheet
(1 page)
18 pages total

**THIS COVER SHEET HAS BEEN PREPARED BY REZVANI LAW OFFICE, LLC. AND ANY
ERRORS CONTAINED IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENTS THEMSELVES.**



Pages are numbered in lower left corner

AFFIDAVIT OF COMPLIANCE WITH OREGON SENATE BILL 628 (2009)

State of Oregon, County of Multnomah } ss.

I, Sia Rezvani, hereby certify under oath and penalty of perjury the following facts personally known to me, that:


- 1) I am now and at all times herein mentioned have been and adult 18 years or older of sound mind;
- 2) I am Successor Trustee of that certain Deed of Trust made by Scott M. Goyette and Stephanie E. Goyette, as the Grantor, and First American Title Insurance Company of Oregon, as the Trustee, and Mortgage Electronic Registration Systems, Inc., MERS solely as a nominee for GMAC Mortgage, LLC, dba ditech.com, as the Beneficiary, dated May 14, 2007, and June 19th, 2007 as Doc. No. 2007-11040 in the Mortgage Records of Klamath County, Oregon.
- 3) I am able to obtain the authority on behalf of the lender to approve or reject the borrower's request (if any) to modify the terms of the referenced outstanding loan secured by real property in Oregon:
Borrower(s): Scott M. Goyette and Stephanie E. Goyette
Property Address: 6727 Shasta Way, Klamath Falls, Oregon 97603.
- 4) RE: MEETING: I am aware of the requirements of Oregon Senate Bill 628 (2009) that give the borrower(s) a right to meet with a representative of their lender prior to the lender's consideration of the borrower(s) request for a loan modification, and I have complied with the requirements of that Bill as follows:

The borrower(s) did not make a request for loan modification meeting within 30 days of receiving the Loan Modification Meeting Request Form I provided to the borrower and therefore no further action on the lender's part was necessary.

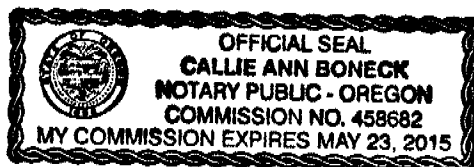
- 5) RE: LOAN MODIFICATION REQUEST: I am aware of the requirements of Oregon Senate Bill 628 (2009) that require the lender to respond to a borrower(s) timely request for consideration of a loan modification within 45 days of the Trustee's receipt of a timely request. I have complied with the requirements of that Bill as follows:

The borrower(s) did not make a request for loan modification within 30 days of receiving the Loan Modification Meeting Request Form I provided to the borrower and therefore no further action on the lender's part was necessary

Dated this 22nd day of December, 2011.

Signed: 
Sia Rezvani, Successor Trustee

Sworn before me by Sia Rezvani, Successor Trustee, under penalty of perjury on this 22nd day of December, 2011.



Callie Boneck
Notary Public for Oregon, Commission Expires: 5/23/15

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

State of Oregon }
 }
County of Multnomah }

ss.

I, Sia Rezvani, hereby certify under oath and penalty of perjury the following facts personally known to me:

- 1) That I am now and at all times herein mentioned have been a resident of the State of Oregon, 18 years or older,

Mailing – Trustee's Notice of Sale:

- 2) On August 23rd, 2011, I caused true copies of the *Trustee's Notice of Sale*, with cover letter, and *Foreclosure Notice Summary*, and *Loan Modification / Meeting Request Form*, and *Notice to Residential Tenants*, with contents conforming to the requirements of ORS 86.745 (as evidenced by the true copy thereof attached as Exhibit 1) to be mailed by both first class mail and certified mail with return receipt requested to the last known addresses of the following persons specified in ORS 86.745, to wit:

Scott M. Goyette
6727 Shasta Way
Klamath Falls, Oregon 97603

Stephanie E. Goyette
6727 Shasta Way
Klamath Falls, Oregon 97603

All Occupants of
6727 Shasta Way
Klamath Falls, Oregon 97603

Scott M. Goyette
5553 Kellal Lane
Klamath Falls, Oregon 97603

Stephanie E. Goyette
5553 Kellal Lane
Klamath Falls, Oregon 97603

Mortgage Electronic Registration Systems, Inc., as nominee for
Indymac Bank, FSB
n/k/a OneWest Bank FSB
P.O. Box 2026
Flint, Michigan 48501

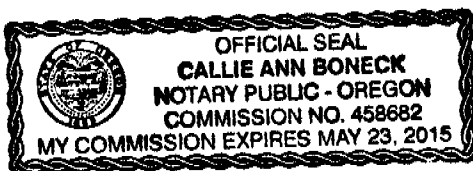
Indymac Bank, FSB
n/k/a OneWest Bank FSB
888 E. Walnut Street
Pasadena, California 91101

- 3) For each address indicated immediately above, one such *Trustee's Notice of Sale*, with cover letter, and *Foreclosure Notice Summary*, and *Loan Modification / Meeting Request Form*, and *Notice to Residential Tenants*, was contained in a sealed addressed envelope with postage thereon sufficient for first class delivery to the respective addressee and deposited in the U.S. Mail in Gresham, Oregon, on August 23rd, 2011.
- 4) For each address indicated above, one such *Trustee's Notice of Sale*, with cover letter, and *Foreclosure Notice Summary*, and *Loan Modification / Meeting Request Form*, and *Notice to Residential Tenants*, was contained in a sealed addressed envelope with postage thereon sufficient for certified delivery, with return receipt requested, to the respective addressee and deposited in the U.S. Mail in Gresham, Oregon, on August 23rd, 2011.

Dated this 22nd day of December, 2011.

Signed: _____
Sia Rezvani, Successor Trustee

I hereby certify under penalty of perjury this instrument was acknowledged before me on December 22nd, 2011, by Sia Rezvani.



Callie Boneck
Notary Public for Oregon, Commission Expires: 5/23/15

NOTICE:
YOU ARE IN DANGER OF LOSING YOUR PROPERTY
IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at:

Street address: 6727 Shasta Way

City: Klamath Falls

State: Oregon

ZIP: 97603

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called 'foreclosure.'

The amount you would have had to pay as of August 15th, 2011 (date) to bring your mortgage loan current was \$ 16,774.96. 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 1-877-666-3407 to find out the exact amount you must pay bring your to 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:

Rezvani Law Office, c/o Sia Rezvani

Post Office Box 865

Gresham, Oregon 97080

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

Date and time: 11:00 A.M. December 21st, 2011

INSIDE THE 1ST FLOOR LOBBY OF THE KLAMATH
COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH
FALLS, OREGON.

Place:

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

Exhibit 1

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

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at **1-800 - 603-0836**. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: **800-SAFENET (800-723-3638)**. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: <http://www.makinghomeaffordable.gov/>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY

September 23rd, 2011, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW (OR MORE). [Form is enclosed with copies to borrower(s) only.]

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

DATED: August 15th, 2011

Trustee name (print): Sia Rezvani of Rezvani Law Office, LLC

Trustee signature: Sia Rezvani

Trustee telephone number: 503-666-3407 / 1-877-666-3407

REZANI LAW OFFICE LLC

123 E. POWELL BOULEVARD, SUITE 208
POST OFFICE BOX 865
GRESHAM, OREGON 97030

TELEPHONE (503) 666-3407 ♦ FACSIMILE (503) 666-3426 ♦ EMAIL SIA@REZVANILAW.COM

Mailed by First Class Mail and Certified Mail with Return Receipt Requested

August 19, 2011

Scott M. Goyette
6727 Shasta Way
Klamath Falls, Oregon 97603

Stephanie E. Goyette
6727 Shasta Way
Klamath Falls, Oregon 97603

All Occupants of
6727 Shasta Way
Klamath Falls, Oregon 97603

Scott M. Goyette
5553 Kellal Lane
Klamath Falls, Oregon 97603

Stephanie E. Goyette
5553 Kellal Lane
Klamath Falls, Oregon 97603

Mortgage Electronic Registration Systems, Inc., as nominee for
Indymac Bank, FSB
n/k/a OneWest Bank FSB
P.O. Box 2026
Flint, Michigan 48501

Indymac Bank, FSB
n/k/a OneWest Bank FSB
888 E. Walnut Street
Pasadena, California 91101

Re: Notice of Foreclosure Sale – 6727 Shasta Way, Klamath Falls, Oregon 97603

Dear Recipient:

Enclosed please find a copy of the Trustee's Notice of Sale, as required by ORS Chapter 86, together with a 2-page foreclosure summary providing you with written notice of the lender's intent to foreclose the Trust Deed mortgage against the property commonly referred to by the above address(s), by public auction to the highest bidder. The date and location of the foreclosure sale is stated in the enclosed Notice of Sale. Please read this letter and the enclosed Notice of Sale carefully.

You will also find enclosed a special notice to tenants as required by Oregon Senate Bill 1013 (2010). The text of the special notice to tenants is surrounded by a box and is set apart from the text of the Notice of Sale. If you are a tenant of the property being foreclosed you should read the special

Exhibit 1

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notice to tenants carefully. Pursuant to Senate Bill 628 (2009) as amended by Senate Bill 3610 (2010) a Loan Modification / Meeting Request Form is enclosed together with a Hardship Assistance package from the lender. Only the grantor(s) under the Trust Deed in foreclosure may request a Loan Modification / Meeting using the enclosed form. Please note there is a 30 day response time for the borrower(s) to return the completed Loan Modification / Meeting Request form to my office.

Please note your copy of the Trustee's Notice of Sale was either personally served, or deposited in the US mail (by both first class mail and certified mail with return receipt requested), at least one hundred twenty days before the date set for sale as required by Oregon law. Please understand my office cannot give you legal advice or represent your interests with regard to this situation. If you need legal advise you may wish to obtain your own legal counsel.

If you are the consumer who originally contracted the debt, or if you assumed the debt, you may also be entitled to the following notices under the Federal Fair Debt Collection Practices Act:

1. Unless you have previously received a discharge in bankruptcy and/or unless you have a bankruptcy pending, this communication is (and all future communications, including email correspondence and telephone conversations are) attempts to collect a debt. Any information obtained from you will be used for that purpose.
2. If you have previously received a discharge in bankruptcy and this debt was not reaffirmed, and/or if you have a bankruptcy pending, this correspondence is not (and should not be construed as) an attempt to collect such a debt as your personal liability, but is instead a step in the enforcement of a mortgage lien against your property.
3. Unless you notify my office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, my office will assume this debt is valid. If you notify my office that you dispute this debt, my office will obtain verification of the debt from the lender and mail you a copy.
4. The amount of the debt is stated in the Trustee's Notice of Sale. Because of accruing interest, late charges, and other charges related to the pending foreclosure, the amount due is likely to vary from day to day. Please also be aware that the actual payoff and/or reinstatement amounts are subject to the Trustee's final review and confirmation.
5. The creditor to whom the debt is currently owed is:

SUMMIT REAL ESTATE PARTNERS, LP

LOAN SERVICER: SN SERVICING CORPORATION

6. If you make a written request to my office within 30 days after receiving the enclosed Notice of Sale, my office will provide you with the name and address of the original creditor (if different from the current creditor).

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AUGUST 19, 2011

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REZVANI LAW OFFICE, LLC

TELEPHONE 503-666-3407

FACSIMILE 503-666-3426

If you are in any branch of the U.S. Armed Forces/Reserve and have been called to active duty, please forward a copy of your orders to my office. Thank you.

Sincerely,

/s/ *Sia Rezvani*

SIA REZVANI

Enclosures –

1. Foreclosure Notice Summary (attached as a preface to this 3 page letter) (2 pages)
2. Notice to Residential Tenants (2 pages) (attached below)
3. Trustee's Notice of Sale (2 pages) (attached below)
4. Loan Modification / Meeting Request Form (1 pages) (attached below)
5. Borrowers Financial Statement / Loan Modification (2 pages) (attached below)

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NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **DECEMBER 21st, 2011**. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property. The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant. If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012.

Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left. If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading 'TRUSTEE.' You must mail or deliver your proof not later than **NOVEMBER 21st, 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.

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ABOUT YOUR SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT. IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER.

If you believe you need legal assistance, contact the Oregon State Bar 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.

Lawyer Referral Service: Phone: 503-684-3763 or toll-free in Oregon at 800-452-7636.
Modest Means Program: Phone: 503-684-3763 or toll-free in Oregon at 800-452-7636.
Military Assistance Panel: Phone: 503-684-3763 or toll-free in Oregon at 800-452-7636.
Contact information for free legal assistance:

LASO Hotline for Klamath & Lake Counties: (541) 882-6982 or 1-800-480-9160.

Answered on Thursdays, and on most Tuesdays, from 1:00 p.m. to 4:00 p.m. The hotline hours are subject to change; when clients and potential clients call the hotline, the message will tell them what the hours the hotline will be answered for answered for that week.

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TRUSTEE'S NOTICE OF SALE

Reference is made to that certain *Deed of Trust* (hereafter referred to as the *Trust Deed*) made by: Scott M. Goyette and Stephanie E. Goyette, as the Grantor, and First American Title Insurance Company of Oregon, as the Trustee, and Mortgage Electronic Registration Systems, Inc., MERS solely as a nominee for GMAC Mortgage, LLC, dba ditech.com, as the Beneficiary, dated May 14, 2007, and June 19th, 2007 as Doc. No. 2007-11040 in the Mortgage Records of Klamath County, Oregon, covering the following described real property situated in said county and state, to wit:

LOT 7 AND A PORTION OF LOT 8 IN BLOCK 4 OF SECOND ADDITION TO MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 134.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 04° 40' 55" EAST 134.76 FEET TO THE SOUTH LINE OF SAID LOT 8, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SHASTA WAY; THENCE SOUTH 89° 42' 00" WEST 11.00 FEET TO THE POINT OF BEGINNING.

The street address or other common designation, if any, for the real property described above is purported to be: 6727 Shasta Way, Klamath Falls, Oregon 97603. The Tax Assessor's Account ID for the Real Property is/are purported to be: R454172.

Both the beneficiary and the trustee, Sia Rezvani, have elected to foreclose the above referenced *Trust Deed* and sell the said real property to satisfy the obligations secured by the *Trust Deed* and a *Notice of Default and Election to Sell* has been recorded pursuant to ORS 86.735(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the *Trust Deed*, together with any interest the grantors or their successors in interest acquired after execution of the *Trust Deed* shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the *Trust Deed* and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Notice is hereby given by the present and successor trustee, Sia Rezvani (who is Trustee by virtue of a duly recorded *Appointment of Successor Trustee*), pursuant to the written instructions of Summit Real Estate Partners, LP, (which is the present beneficiary by virtue of a duly recorded *Assignment of Deed of Trust*), that the beneficiary by reason of the grantors' default, has elected and hereby elects to foreclose the above referenced *Trust Deed* by advertisement and sale pursuant to ORS 86.705 to 86.795 in order to satisfy the grantors' obligations secured by the *Trust Deed*. All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the *Trust Deed*, together with any interest the grantors or their successors in interest acquired after execution of the *Trust Deed* shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the *Trust Deed* and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default(s) for which foreclosure is made is (1) the grantor's failure to make regular payments to the beneficiary, such default beginning November 1st, 2008, and continuing through the date of this *Notice*, and (2) failure to carry, and/or provide evidence of, extended coverage hazard insurance, in violation of the *Trust Deed*, and (3) any defaults or breaches occurring after the date of this document. The current balance of payments now due, together with late charges, attorney and trustee fees, costs, title expenses, and other allowed charges is \$16,774.96 together with any default in the payment of recurring obligations as they become due, periodic adjustments to the payment amount, any further sums advanced by the beneficiary to protect the property or its interest therein, additional costs and attorney fees as provided by law, and prepayment penalties/premiums, if any, together with defaulted amounts owed to senior lienholders. The amount required to cure the default in payments to date is calculated as follows:

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From: 11/01/08; No. Payments: 34, Amount per: \$432.44 >>>

Total of past-due payments : \$14,702.96

Total late charges: \$680.00

Trustee's/Atty's Fees and Costs: \$1,392.00

Total necessary to cure default in payments to date: \$16,774.96 + proof of insurance + proof taxes are current + proof senior liens are current or tender of sufficient funds to cure any/all senior defaults. Please note this amount is subject to confirmation and review and is likely to change during the next 30 days. Please contact Rezvani Law Office to obtain a "reinstatement" and/or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the *Trust Deed* due and payable. The amount required to discharge this lien in its entirety to date is: \$60,974.75. Said sale shall be held at the hour of 11:00 a.m. on December 21st, 2011, in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.745(7) shall occur at the following designated place:

**INSIDE THE 1ST FLOOR LOBBY OF THE KLAMATH COUNTY COURTHOUSE,
316 MAIN STREET, KLAMATH FALLS, OREGON.**

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for 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 of herein that is capable of being cured by tendering the performance required under the obligation(s) 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 ORS 86.753.

The mailing address of the trustee is: Rezvani Law Office, LLC, P.O. Box 865, Gresham, Oregon 97030, the telephone number for the trustee is 503-666-3407.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" and/or "grantors" includes any successor in interest to the Grantor as well as any other person owing an obligation the performance of which is secured by the *Trust Deed*, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Actual payoff and/or reinstatement amounts may change on a daily basis and therefore any payoff/reinstatement is subject to the Trustee's final review and confirmation.

Dated this 15th day of August, 2011.

By: /s/ Sia Rezvani

Sia Rezvani, Successor Trustee

Fair Debt Collection Practices Act Notice

The federal Fair Debt Collection Practices Act may apply to this transaction. Therefore, we inform you of the following rights under that act:

Unless you notify this office in writing within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, we will assume this debt is valid. If you make written request to this office within 30 days of receiving this notice, this office would be required to obtain verification of the debt or obtain a copy of the a judgment and mail you the same. If you make written request to this office within 30 days of receiving this notice, this office would be required to provide you with the name and address of the original creditor, if different from the current creditor. The fact that you have 30 days to indicate a dispute or request further information may not prevent this office from taking further collection efforts against you within that time. This letter constitutes an attempt to collect a debt. Any information obtained will be used for that purpose.

Exhibit 1

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INSTRUCTIONS

If you would like to request a loan modification and/or a meeting (most likely by telephone) with a representative of your lender, you must follow these instructions:

1. Fill out, sign, and date this 1 page "Loan Modification / Meeting Request Form;" AND,
2. Fill out, sign, and date, the attached 2 page "Borrowers Financial Statement / Loan Modification" form; AND
3. **ON OR BEFORE SEPTEMBER 23rd, 2011**, return both forms (filled out, signed, and dated) to Rezvani Law Office, LLC at the following address:

SUMMIT REAL ESTATE PARTNERS, LP
c/o Sia Rezvani, Successor Trustee
P.O. Box 865
Gresham, Oregon 97030

Please note: Your lender is *not* obligated to modify your loan by Oregon law, and any such request for modification shall be considered at your lender's sole discretion.

FILL OUT THIS PART OF THE FORM

- ☐ I/we request that my/our lender meet with us to discuss whether or not my/our lender is willing to modify the terms of my/our loan.

I/we certify the above statements are true to the best of my/our knowledge:

By: _____ (signature)

By: _____ (signature)

Print Name: _____

Print Name: _____

Borrowers Financial Statement / Loan Modification

For property located at: _____

PART A: BORROWERS INFORMATION

Borrowers Name	Social Security
Borrowers Date of Birth	
Borrower Phone Number	
Daytime	Evening
Primary Home Address (where you live)	
Street Address	
City, State, Zip	

PART A: CO-BORROWERS INFORMATION

Co-Borrowers Name	Social Security
Borrowers Date of Birth	
Borrower Phone Number	
Daytime	Evening
Primary Home Address (where you live)	
Street Address	
City, State, Zip	

Number of person/s living at subject property _____ Total number of dependants living in home _____

LIST OF DEPENDENTS LIVING AT HOME (not including spouse)

Name	Relationship	Date of Birth	In Daycare?

PART B: INCOME

Net Monthly Income	_____
Rent from roommate	_____
Social Security	_____
Child Support	_____
Disability	_____
Unemployment	_____
Other	_____
TOTAL NET INCOME	_____

PART B: INCOME

Net Monthly Income	_____
Rent from roommate	_____
Social Security	_____
Child Support	_____
Disability	_____
Unemployment	_____
Other	_____
TOTAL NET INCOME	_____

PART C: ASSETS

Checking Account	_____
Savings Account	_____
Money Market Account	_____
Retirement Funds	_____
Securities	_____
Certificate of Deposit	_____
Other	_____
TOTAL ASSETS	_____

PART C: ASSETS

Checking Account	_____
Savings Account	_____
Money Market Account	_____
Retirement Funds	_____
Securities	_____
Certificate of Deposit	_____
Other	_____
TOTAL ASSETS	_____

PART D: LIABILITIES

	Balance Due	Payment
1st Mortgage	_____	_____
2nd Mortgage	_____	_____
Primary Mtg	_____	_____
Auto Loan 1	_____	_____
Credit Card1	_____	_____
Credit Card2	_____	_____
Credit Card3	_____	_____
Credit Card4	_____	_____
Credit Card5	_____	_____
Hospital Bills	_____	_____
Student Loan	_____	_____
Personal Loan	_____	_____
Personal Loan	_____	_____
TOTAL	_____	_____

PART D: LIABILITIES

	Balance Due	Payment
Auto Loan 1	_____	_____
Credit Card1	_____	_____
Credit Card2	_____	_____
Credit Card3	_____	_____
Credit Card4	_____	_____
Credit Card5	_____	_____
Hospital Bills	_____	_____
Student Loan	_____	_____
Personal Loan	_____	_____
Personal Loan	_____	_____
TOTAL	_____	_____

Exhibit 1

PART E: MONTHLY EXPENSES**Fixed Expenses**

Taxes - primary home per mo (if not included in mtg)
Insurance payment, per mo (if not included in mtg)
HOA Dues (monthly)
Rent Payment (if owner not occupying subject property)
Maintenance on primary home
Alimony (payments)
Child Support (payments)
School Tuition
Dependent Care
TOTAL FIXED EXPENSES

Variable Expenses

Utilities (water, electricity, gas, trash)
Telephone
Auto Insurance
Auto Gas
Prescription Drugs
Medical Expenses (uninsured)
Groceries and Toiletries
Clothing
Cable Tv / Internet
Other Medical Ins. Premium
Other _____

TOTAL VARIABLE EXPENSES**TOTAL MONTHLY EXPENSES**

Total monthly income _____

Total monthly debt _____

Estimated Value of property _____

Interest Rate 1st _____

Interest Rate 2nd _____

Current terms _____

Current terms _____

I (we) agree that the financial information provided is an accurate statement of my (our) financial status. I (we) understand and acknowledge that any action taken by the lender of my (our) mortgage loan on my (our) behalf will be made in strict reliance on the financial information provided.

Borrower x _____ Date _____

Print Name _____

Co-Borrower x _____ Date _____

Print Name _____

Exhibit 1Page 11 of 12

**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 **6727 Shasta Way Klamath Falls, OR 97603**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to __ 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.

1st Attempt: August 22, 2011

8:36 AM Posted

2nd Attempt: August 25, 2011

8:58 AM Posted

3rd Attempt: August 30, 2011

1:28 PM Posted

☐ **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 August 31, 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 Chambers

**6727 Shasta Way 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.

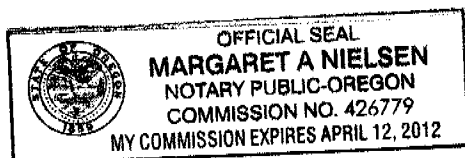
August 22, 2011 8:36 AM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By:

A. Thompson

Subscribed and sworn to before on this 31st day of August, 2011.



Margaret A. Nielsen
Notary Public for Oregon

(16)

Affidavit of Publication

11-14484

Les Zieve

STATE OF OREGON, COUNTY OF KLAMATH

I, Heidi Wright, Publisher,
being first duly sworn, depose and say
that I am 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 # 13865

Trustee's Notice of Sale

Goyette

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

Four

Insertion(s) in the following issues:

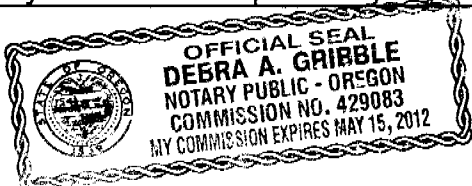
November 16, 23, 30, December 07, 2011

Subscribed and sworn by Heidi Wright

before me on: December 19, 2011

Notary Public of Oregon

My commission expires May 15, 2012



FIRST AMENDED TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Deed of Trust (hereafter referred to as the Trust Deed) made by: Scott M. Goyette and Stephanie E. Goyette, as the Grantor, and First American Title Insurance Company of Oregon, as the Trustee, and Mortgage Electronic Registration Systems, Inc., MERS solely as a nominee for GMAC Mortgage, LLC, dba ditech.com, as the Beneficiary, dated May 14, 2007, and June 19th, 2007 as Doc. No. 2007-11040 in the Mortgage Records of Klamath County, Oregon, covering the following described real property situated in said county and state, to wit: LOT 7 AND A PORTION OF LOT 8 IN BLOCK 4 OF SECOND ADDITION TO MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE NORTH 134.37 FEET TO THE NORTHWEST CORNER OF SAID LOT 8; THENCE SOUTH 04° 40' 55" EAST 134.76 FEET TO THE SOUTH LINE OF SAID LOT 8, ALSO BEING THE NORTHERLY RIGHT OF WAY LINE OF SHASTA WAY; THENCE SOUTH 89° 42' 00" WEST 11.00 FEET TO THE POINT OF BEGINNING. The street address or other common designation, if any, for the real property described above is purported to be: 6727 Shasta Way, Klamath Falls, Oregon 97603. The Tax Assessor's Account ID for the Real Property is/are purported to be: R454172.

Both the beneficiary and the trustee, Sia Rezvani, have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.735(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys. Notice is hereby given by the present and successor trustee, Sia Rezvani (who is Trustee by virtue of a duly recorded Appointment of Successor Trustee), pursuant to the written instructions of Summit Real Estate Partners, LP, (which is the present beneficiary by virtue of a duly recorded Assignment of Deed of Trust), that the beneficiary by reason of the grantors' default, has elected and hereby elects to foreclose the above referenced Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795 in order to satisfy the grantors' obligations secured by the Trust Deed. All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys. The default(s) for which foreclosure is made is (1) the grantor's failure to make regular payments to the beneficiary, such default beginning November 1st, 2008, and continuing through the date of this Notice, and (2) failure to carry, and/or provide evidence of, extended coverage hazard insurance, in violation of the Trust Deed, and (3) any defaults or breaches occurring after the date of this document. The current balance of payments due through August 15th, 2011, together with late charges, attorney and trustee fees, costs, title expenses, and other allowed charges was \$16,774.96 together with any default in the payment of recurring obligations as they become due, periodic adjustments to the payment amount, any further sums advanced by the beneficiary to protect the property or its interest therein, additional costs and attorney fees as provided by law, and prepayment penalties/premiums, if any, together with defaulted amounts owed to senior lienholders. The

896588

12/28

(17)

amount required to cure the default in payments through August 15th, 2011 was calculated as follows: From: 11/01/08; No. Payments: 34, Amount per: \$432.44 Total of past-due payments: \$14,702.96 Total late charges: \$680.00 Trustee's/Atty's Fees and Costs: \$1,392.00 Total necessary to cure default in payments to date: \$16,774.96 + proof of insurance + proof taxes are current + proof senior liens are current or tender of sufficient funds to cure any/all senior defaults. Please note this amount is subject to confirmation and review and is likely to change during the next 30 days. Please contact Rezvani Law Office to obtain a "reinstatement" and/or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety through August 15th, 2011 was: \$60,974.75. Said sale shall be held at the hour of 11:00 a.m. on December 28th, 2011, in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.745(7) shall occur at the following designated place: INSIDE THE 1ST FLOOR LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, OREGON. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for 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 of herein that is capable of being cured by tendering the performance required under the obligation(s) 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 ORS 86.753. The mailing address of the trustee is: Rezvani Law Office, LLC, P.O. Box 865, Gresham, Oregon 97030, the telephone number for the trustee is 503-666-3407.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" and/or "grantors" includes any successor in interest to the Grantor as well as any other person owing an obligation the performance of which is secured by the Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Actual payoff and/or reinstatement amounts may change on a daily basis and therefore any payoff/reinstatement is subject to the Trustee's final review and confirmation. Dated this 8TH day of November, 2011. By: /s/ Sia Rezvani P896588 11/16, 11/23, 11/30, 12/07/2011.
#13865 November 16, 23, 30, December 07, 2011.