

WTC 89523

2011-014368

Klamath County, Oregon



00112036201100143680070074

12/30/2011 03:15:47 PM

Fee: \$67.00

**RECORDING COVER SHEET FOR
NOTICE OF SALE PROOF OF COMPLIANCE
Per ORS 205.234**

AFTER RECORDING RETURN TO:

400 National Way

SIMI VALLEY, CA 93065

1100149101 Klamath
TS No.: 10-0165066

1. AFFIDAVIT OF MAILING AMENDED NOTICE OF SALE
2. ~~AFFIDAVIT OF PUBLICATION AMENDED NOTICE OF SALE~~
3. COPY OF AMENDED NOTICE OF SALE

Original Grantor on Trust Deed: DEBRA A GISRIEL and THOMAS L. GISRIEL

Beneficiary: BANK OF AMERICA, N.A.

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.

67 Jan 9

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA, COUNTY OF TARRANT) ss:

I, Juan Rodriguez, 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 California, a competent person over the age of eighteen years and not the beneficiary or the beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of 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 for all the mailing address(es).

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 copy of the original notice of sale by RECONTRUST COMPANY, N.A, the trustee named in said notice, each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Ventura, CALIFORNIA, 12/27/2011. 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 and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

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

State of California

County of Ventura

DEC 28 2011

Signature Juan Rodriguez Assistant Vice President

Subscribed and sworn to (or affirmed) before me on this 28 day of Dec, 2011, by Juan Rodriguez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

WITNESS my hand and official seal.

Juan Rodriguez

Signature Angelica A. Ortiz (Seal)

Angelica A. Ortiz

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

RE: Trust Deed from Grantor

DEBRA A GISRIEL and THOMAS L. GISRIEL



RECONTRUST COMPANY, N.A.

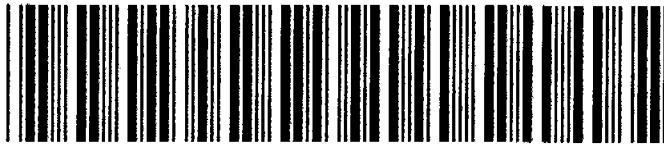
Trustee

TS No. 10-0165066

After Recording return to:

1800 Tapo Canyon Road., CA6-914-01-94

Simi Valley, CA 93063



04 100165066

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
"EXHIBIT A"**

TS No. 10-0165066

DEBRA A GISRIEL 12/27/2011
5977 Coopers Hawk Rd
Klamath Falls, OR 97601
7187 7930 3132 3284 9483

THOMAS L. GISRIEL 12/27/2011
5977 Coopers Hawk Rd
Klamath Falls, OR 97601
7187 7930 3132 3284 9537

DEBRA A GISRIEL 12/27/2011
LOT 284 RUNNING Y RESORT, PHASE 3
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9490

THOMAS L. GISRIEL 12/27/2011
LOT 284 RUNNING Y RESORT, PHASE 3
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9544

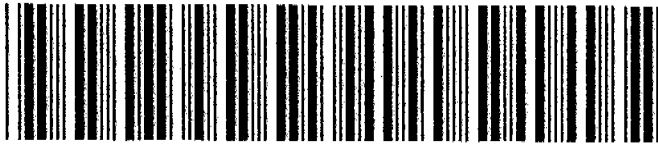
Residents/Occupants 12/27/2011
LOT 284 RUNNING Y RESORT, PHASE 3
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9520

DEBRA A GISRIEL 12/27/2011
5977 COOPERS HAWK
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9506

THOMAS L. GISRIEL 12/27/2011
5977 COOPERS HAWK
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9551

RUNNING Y RANCH RESORT OWNERS ASSOCIATION 12/27/2011
5115 RUNNING Y RD
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9568

RUNNING Y RANCH RESORT OWNERS ASSOCIATION 12/27/2011
5115 RUNNING Y RD



04 100165066

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
"EXHIBIT A"**

TS No. 10-0165066

RUNNING Y RANCH RESORT OWNERS ASSOCIATION
C/O TODD ANDRES
KLAMATH FALLS, OR 97601
7187 7930 3132 3284 9575

12/27/2011

A handwritten signature in black ink, appearing to be 'JR' or similar initials, enclosed within an oval shape.

Juan Rodriguez

AMENDED TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by DEBRA A. GISRIEL AND THOMAS L. GISRIEL as grantor(s), to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of BANK OF AMERICA, N.A., as Beneficiary, dated 05/23/2005, recorded 06/01/2005, in the mortgage records of Klamath County, Oregon, in Reel No. M05 at Page No. 40778 as Recorder's fee/file/instrument/microfilm/reception Number covering the following described real property situated in said county and state, to wit:

LOT 284, RUNNING Y RESORT, PHASE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: LOT 284 RUNNING Y RESORT, PHASE 3
KLAMATH FALLS, OR 97601

Both the Beneficiary and the Trustee have elected to sell the real property to satisfy the obligations that the Trust Deed secures 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: monthly payments of \$663.79 beginning 08/01/2010; plus late charges of \$27.29 each month beginning 08/01/2010 plus prior accrued late charges of \$-138.58 payment plus advances of \$0.00; together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest therein.

By reason of said default the Beneficiary has declared all sums owing on the obligation that the Trust Deed secures are immediately due and payable, said sums being the following to wit: \$111,757.54 with interest thereon at the rate of 3.25 percent per annum beginning 07/01/2010 until paid, plus all accrued late charges thereon together with title expense, costs, trustee's fees and attorney fees incurred herein by reason of said default; and any further sums advanced by the Beneficiary for the protection of the above described real property and its interests therein.

The Notice of Default and original Notice of Sale given pursuant thereto stated the property would be sold on Monday, August 22, 2011, at the hour of 10:00 AM at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR. However, subsequent to the recording of said Notice of Default the original proceedings were stayed by order of the court or by proceeding filed under the U.S. Bankruptcy Code or for other lawful reason. Said stay was terminated on 11/28/2011.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Friday, January 27, 2012 at the hour of 10:00 AM 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 St., Klamath Falls, Klamath County, OR, 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 any person named in ORS 86.753 has the right, 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 to the Beneficiary 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 that the Trust Deed secures, 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 the Trustee's and attorney fees not exceeding the amounts provided by 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 that the Trust Deed secures, 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 Friday, January 27, 2012. The date of this sale may be postponed. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- **THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**
- **AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.**

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY

BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. 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 new owner that 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 after 90 days or at the end of your fixed term lease. After the

sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner 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 new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

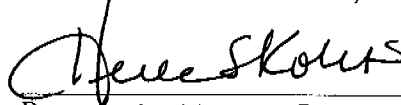
The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.

If you believe you need legal assistance, contact the Oregon State Bar at 503-684-3763 or toll-free in Oregon at 800-452-7636 and ask for the 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. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

RECONTRUST COMPANY, N.A.

Dated 12-27, 2011



By: **Heiderose Schoenman-Kotch**
Title: **Assistant Vice President**

For further information, please contact:
RECONTRUST COMPANY, N.A.
RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
(800)-281-8219
TS No. 10 -0165066

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER IF YOU HAVE OR ARE IN THE PROCESS OF OBTAINING DISCHARGE OF THE DEBT FROM A BANKRUPTCY COURT, THIS DOCUMENT IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF LIEN RIGHTS AGAINST THE PROPERTY.