

WTC 91304

2012-001296
Klamath County, Oregon



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02/03/2012 03:34:34 PM

Fee: \$102.00

FIDELITY NATIONAL TITLE- TUSTIN OR/KLAMATH

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

AFTER RECORDING RETURN TO:
RECONTRUST COMPANY, N.A.

400 National Way

SIMI VALLEY, CA 93065

TS No.: 11-0083810

110421 204 Klamath

1. AFFIDAVIT OF PUBLICATION

GRANTEE: PATRICK M. BRITTENHAM/1943 LOGAN ST. KLAMTAH FALLS, OR 97603

GRANTOR: JEANINE P. DAY/P.O. BOX 788, KLAMATH FALLS, OR 97601

2. AFFIDAVIT OF POSTING AND SERVICE

GRANTEE: PATRICK M. BRITTENHAM/1943 LOGAN ST. KLAMTAH FALLS, OR 97603

GRANTOR: ROBERT BOLENBAUGH/1135 PINE STREET, KLAMATH FALLS, OR.

3. AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE TO OCCUPANT (If Applicable)

GRANTEE: PATRICK M. BRITTENHAM/1943 LOGAN ST. KLAMTAH FALLS, OR 97603

GRANTOR: MARY SULEMAN/1135 PINE STREET, KLAMATH FALLS, OR.

4. AFFIDAVIT OF COMPLIANCE WITH OREGON SB 629 (2009) (BENE AFFIDAVIT)

GRANTEE: PATRICK M. BRITTENHAM/1943 LOGAN ST. KLAMTAH FALLS, OR 97603

GRANTOR: ROSEMARY BARE/1800 TAPO CANYON RD. SIMI VALLEY, CA 93063

Original Grantor on Trust Deed: PATRICK M. BRITTENHAM

Beneficiary/Grantee: 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.

102 Amt

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Patrick M. Brittenham, as grantor(s), to First American Title Insurance Company, as Trustee, in favor of Bank Of America, N.A., as Beneficiary, dated 09/14/2006, recorded 09/15/2006, in the mortgage records of Klamath County, Oregon, as Recorder's fee/file/instrument/microfilm/reception Number 2006-018585, covering the following described real property situated in said county and state, to wit:

PLEASE SEE ATTACHED LEGAL DESCRIPTION

PROPERTY ADDRESS: 1943 LOGAN STREET
KLAMATH FALLS, OR 97603

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 \$1,427.37 beginning 02/01/2011; plus late charges of \$65.17 each month beginning with the 02/01/2011 payment plus prior accrued late charges of \$-195.51; plus advances of \$67.50; 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: \$202,390.04 with interest thereon at the rate of 6.125 percent per annum beginning 01/01/2011 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.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Monday, January 09, 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 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 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 that the Trust Deed secures, 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 Monday, January 09, 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 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 12/10/2011 (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 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 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 9.8, 2011

By: Heide Rose Schoenman
Title:

AUTHORIZED SIGNER

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. 11 -0083810

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, notary public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public for _____
My commission expires: _____

(SEAL)

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.

E. The land referred to in this Guarantee is described as follows:

The N1/2 of Lot 30 and a portion of Lot 29, all in VICORY ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, situated in the NE1/4 NE1/4 of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, said parcel being more particularly described as follows:

Beginning at a 1/2 inch iron pipe on the Southwest corner of the N1/2 of said Lot 30, said point being on the East boundary of Logan Street and being North 0° 38' West a distance of 67.57 feet from the iron axle marking the Southwest corner of said Lot 30; thence North 0° 38' West along the East boundary of Logan Street and the West boundary of said Lots 30 and 29 a distance of 126.00 feet to a 1/2 inch iron pin; thence North 87° 34' East a distance of 290.98 feet to a 1/2 inch iron pin on the East boundary of said Lot 29; thence South 0° 06' 26" East along the East boundary of said Lots 29 and 30 a distance of 134.82 feet to a 1/2 inch iron pin on the Southeast corner of the N1/2 of said Lot 30; thence South 89° 18' 13" West along the South line of the N1/2 of said Lot 30 a distance of 289.60 feet, more or less to the point of beginning.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

1. Taxes for the fiscal year 2011-2012, a lien not yet due and payable.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of Enterprise Irrigation District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath County Drainage District.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment and easements of South Suburban Sanitary District.
5. The premises herein described are within and subject to the statutory powers, including the power of assessment, of North Shasta Lighting.
6. Subject to right of way for irrigation ditch for South half of said Lot 30, as disclosed by Warranty Deed recorded in Volume 193, page 96, Deed Records of Klamath County, Oregon.
7. Trust Deed, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein;
Dated: September 14, 2006
Recorded: September 15, 2006
Volume: 2006, page 018585, Microfilm Records of Klamath County, Oregon
Amount: \$214,500.00
Grantor: Patrick M. Brittenham
Trustee: First American Title Insurance Company
Beneficiary: Bank of America, N.A.
8. Any bankruptcy proceeding that is not disclosed by the acts that would afford notice as to said land, pursuant to Title 11 U.S.C. 549 (C) of the Bankruptcy Reform Act of 1978, as amended.

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

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

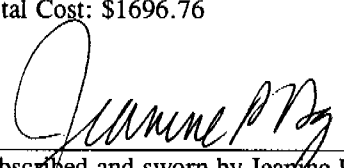
Legal#13807 SALE BRITTENHAM
#1006.143383

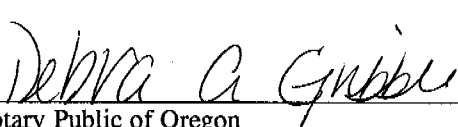
a printed copy of which is hereto annexed, was published
in the entire issue of said newspaper for: 4

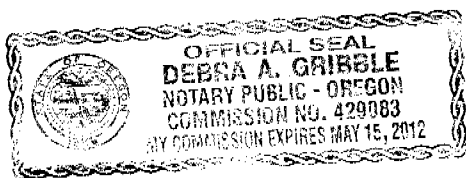
Insertion(s) in the following issues:

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

Total Cost: \$1696.76


Subscribed and sworn by Jeanine P Day before me on:
9th day of November in the year of 2011


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



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by PATRICK M. BRITTENHAM, as grantor(s), to FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of BANK OF AMERICA, N.A., as Beneficiary, dated 09/14/2006, recorded 09/15/2006, in the mortgage records of Klamath County, Oregon, as Recorder's fee/instrument/microfilm/reception Number 2006-018585, covering the following described real property situated in said county and state, to wit: LEGAL DESCRIPTION: E. THE LAND REFERRED TO IN THIS GUARANTEE IS DESCRIBED AS FOLLOWS: THE N1/2 OF LOT 30 AND A PORTION OF LOT 29, ALL IN VICORY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, SITUATED IN THE NE1/4 NE1/4 OF SECTION 2, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2 INCH IRON PIPE ON THE SOUTHWEST CORNER OF THE N1/2 OF SAID LOT 30, SAID POINT BEING ON THE EAST BOUNDARY OF LOGAN STREET AND BEING NORTH 0 DEGREES 38' WEST A DISTANCE OF 67.57 FEET FROM THE IRON AXLE MARKING THE SOUTHWEST CORNER OF SAID LOT 30; THENCE NORTH 0 DEGREES 38' WEST ALONG THE EAST BOUNDARY OF LOGAN STREET AND THE WEST BOUNDARY OF SAID LOTS 30 AND 29 A DISTANCE OF 126.00 FEET TO A 1/2 INCH IRON PIN; THENCE NORTH 87 DEGREES 34' EAST A DISTANCE OF 290.98 FEET TO A 1/2 INCH IRON PIN ON THE EAST BOUNDARY OF SAID LOT 29; THENCE SOUTH 0 DEGREES 08' 26" EAST ALONG THE EAST BOUNDARY OF SAID LOTS 29 AND 30 A DISTANCE OF 134.82 FEET TO A 1/2 INCH IRON PIN ON THE SOUTHEAST CORNER OF THE N1/2 OF SAID LOT 30; THENCE SOUTH 89 DEGREES 18' 13" WEST ALONG THE SOUTH LINE OF THE N1/2 OF SAID LOT 30 A DISTANCE OF 289.60 FEET, MORE OR LESS TO THE POINT OF BEGINNING. F. AS OF THE EFFECTIVE DATE, THE LAND COVERED BY THIS GUARANTEE IS SUBJECT TO THE FOLLOWING EXCEPTIONS: 1. TAXES FOR THE FISCAL YEAR 2011-2012, A LIEN NOT YET DUE AND PAYABLE. 2. THE PREMISES HEREIN DESCRIBED ARE WITHIN AND SUBJECT TO THE STATUTORY POWERS, INCLUDING THE POWER OF ASSESSMENT AND EASEMENTS OF ENTERPRISE IRRIGATION DISTRICT. 3. THE PREMISES HEREIN DESCRIBED ARE WITHIN AND SUBJECT TO THE STATUTORY POWERS, INCLUDING THE POWER OF ASSESSMENT, OF KLAMATH COUNTY DRAINAGE DISTRICT. 4. THE PREMISES HEREIN DESCRIBED ARE WITHIN AND SUBJECT TO THE STATUTORY POWERS, INCLUDING THE POWER OF ASSESSMENT AND EASEMENTS OF SOUTH SUBURBAN SANITARY DISTRICT. 5. THE PREMISES HEREIN DESCRIBED ARE WITHIN AND SUBJECT TO THE STATUTORY POWERS, INCLUDING THE POWER OF ASSESSMENT, OF NORTH SHASTA LIGHTING. 6. SUBJECT TO RIGHT OF WAY FOR IRRIGATION DITCH FOR SOUTH HALF OF SAID LOT 30, AS DISCLOSED BY WARRANTY DEED RECORDED IN VOLUME 193, PAGE 96, DEED RECORDS OF KLAMATH COUNTY, OREGON. 7. TRUST DEED, SUBJECT TO THE TERMS AND PROVISIONS THEREOF, GIVEN TO SECURE AN INDEBTEDNESS WITH INTEREST THEREON AND SUCH FUTURE ADVANCE AS MAY BE PROVIDED THEREIN: DATED: SEPTEMBER 14, 2006 RECORDED: SEPTEMBER 15, 2006 VOLUME: 2006, PAGE 018585, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON AMOUNT: \$214,500.00 GRANTOR: PATRICK M. BRITTENHAM TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY BENEFICIARY: BANK OF AMERICA, N.A. 8. ANY BANKRUPTCY PROCEEDING THAT IS NOT DISCLOSED BY THE ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND, PURSUANT TO TITLE 11 U.S.C. 549 (C) OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED. PROPERTY ADDRESS: 1943 LOGAN STREET Klamath Falls, OR 97603.

Both the Beneficiary and the Trustee have elected to sell the

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 \$1,427.37 beginning 02/01/2011; plus late charges of \$65.17 each month beginning with the 02/01/2011 payment plus prior accrued late charges of \$-195.51; plus advances of \$67.50; 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: \$202,390.04 with interest thereon at the rate of 6.125 percent per annum beginning 01/01/2011 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.

WHEREFORE, notice hereby is given that, RECONTRUST COMPANY, N.A., the undersigned Trustee will on Monday, January 09, 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 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 that the Trust Deed secures, 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. Dated: September 8, 2011 RECONTRUST COMPANY, N.A. For further information, please contact: RECONTRUST COMPANY, N.A. 1800 Tapo Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063 (800)-281-8219 TS No. 11-0083810 1006.143383-FEI. #13807 October 19, 26, November 02, 09, 2011.

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 1943 LOGAN STREET, Klamath Falls, OR 97603 in a conspicuous place on:
 - 1st Attempt: Wednesday, September 14, 2011 at 12:36 pm
 - 2nd Attempt: Monday, September 19, 2011 at 09:30 am
 - 3rd Attempt: Thursday, September 22, 2011 at 12:16 pm

Signed in Klamath County, Oregon by:

Signature


ROBERT W. BOLENBAUGH

Date

Sep 26, 2011

State of Oregon

County of


Klamath

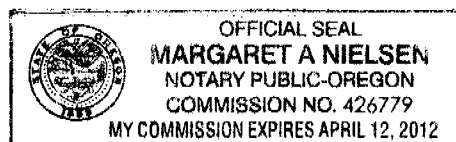
On this 26th day of September in the year of 2011, before me a Notary Public, Personally appeared ROBERT W. BOLENBAUGH, known or identified to me to be the person whose name is subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he/she executed the same.

Notary Public for Oregon:

Residing at:

Commission expires:


Klamath
4-12-12



03823602

1006.143383
11-0083810

ReconTrust Company

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.

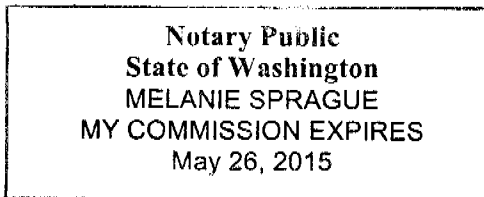
On September 26, 2011 I caused to be deposited in the United States post office at Bellevue, Washington a copy of the attached Notice of Trustee's Sale ("Notice"). The Notice was sealed in an envelope addressed to "Occupant" at 1943 LOGAN STREET, Klamath Falls, OR, 97603 and sufficient postage was affixed to the envelope for first class delivery to the address indicated.

Mary Suleman

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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: Sept. 26, 2011



Melanie Sprague
NOTARY PUBLIC in and for the State of
Washington, residing at King
My commission expires 5/26/2015

11-0083810 / BRITTENHAM, PATRICK M.
Cheryl Lee

Affidavit of Compliance Oregon SB 628

Re: Trust Deed from

PATRICK M. BRITTENHAM

to

ReconTrust Company™

File No. **2011-83810**

Affidavit of Compliance with Oregon Revised Statutes 86.750(5) & HB 3610 (2010)

Beneficiary: BANK OF AMERICA, N.A.

Original Loan Amount: \$214,500.00

Borrower name(s): PATRICK M. BRITTENHAM

Property Address: 1943 LOGAN STREET, KLAMATH FALLS, OR 97603

The undersigned is an employee of the beneficiary or agent of the beneficiary of the trust deed securing the above-referenced loan and states, under penalty of perjury, that the following is true and correct based on my knowledge of the relevant business processes of the beneficiary or agent of the beneficiary and my review of the applicable business records of the beneficiary or agent of the beneficiary:

I am informed and believe, based on my review of applicable business records of the beneficiary or agent of the beneficiary, that the trustee mailed to the borrower(s) identified above the notice required by ORS 86.737 ("Notice to Grantor"). I am informed and believe, based on review of those business records, that along with the Notice to Grantor, the trustee also mailed the form contemplated by ORS 86.737 on which the borrower(s) could elect to ask the beneficiary to consider granting a loan modification and/or ask for a meeting ("Loan Modification Request Form"). The Notice to Grantor and/or Loan Modification Request Form instructed the borrower(s) to submit the completed Loan Modification Request Form as and where provided in the Notice to Grantor and/or Loan Modification Request Form. The Notice to Grantor also provided a deadline date by which the completed Loan Modification Request Form would need to be received from the borrower(s).

I am informed and believe, based on my review of applicable business records of the beneficiary or agent of the beneficiary, which the following circumstances have occurred, as indicated by a mark next to the paragraph(s) in the space provided:

- ☒ **No Request for Loan Modification Was Timely Received.** According to my review of applicable business records, the beneficiary (through its agent) did not receive a returned completed Loan Modification Request Form from the borrower(s) requesting a loan modification or a meeting before the deadline set forth in the Loan Modification Request Form.
- ☐ **Loan Modification Requested. Request Evaluated. Borrower Deemed Ineligible. Request Denied.** Applicable business records of the beneficiary or beneficiary's agent indicate that borrower(s) requested a loan modification within 30 days of the date listed on the Loan Modification Request Form and sent the completed Loan Modification Request Form to beneficiary (or its agent). Applicable business records indicate that (i) the loan modification request was evaluated by the beneficiary's agent within 45 days of receipt; (ii) after considering the most current financial information provided by borrower(s), the beneficiary or beneficiary's agent determined that borrower(s) is/are ineligible for a loan modification; (iii) within 45 days of the beneficiary's receipt of the completed Loan Modification Request Form, the beneficiary or beneficiary's agent notified borrower(s) that borrower(s) is/are ineligible for a loan modification; and (iv) beneficiary or beneficiary's agent provided a written communication outlining the reasons for the determination to the borrower(s).
- ☐ **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Applicable business records of the beneficiary or beneficiary's agent indicate that borrower(s) requested a loan modification within 30 days of the date listed on the Loan Modification Request Form and sent the completed Loan Modification Request Form to beneficiary (or its agent). Applicable business records indicate that (i) despite one or more subsequent requests from beneficiary or its agent for additional information, the borrower(s) failed to provide sufficient information to enable beneficiary or beneficiary's agent to determine whether borrower(s) is/are eligible for a loan modification; (ii) within 45 days of the beneficiary's or beneficiary's agent's receipt of the completed Loan Modification Request Form, the beneficiary or beneficiary's agent notified borrower(s) that borrower(s) is/are ineligible for a loan modification; and (iii) beneficiary or beneficiary's agent provided a written communication outlining the reasons for the determination to the borrower(s).
- ☐ **Meeting Requested, But Borrower(s) Did Not Respond to Attempt to Schedule Meeting. No Meeting Occurred.** According to my review of applicable business records, borrower(s) returned the completed Loan

Modification Request Form and requested a meeting within the required date in the Loan Modification Request Form. Applicable business records of the beneficiary or beneficiary's agent indicate that (i) the beneficiary or beneficiary's agent attempted to contact the borrower(s) within 45 days of receiving the meeting request at the last known mailing address or telephone number or email address provided on the completed Loan Modification Request Form; but (ii) the borrower(s) did not respond within 7 days of attempted contact. Accordingly, no meeting occurred.

- ☐ **Meeting Requested and Occurred.** According to my review of applicable business records, borrower(s) returned the completed Loan Modification Request Form and requested a meeting within the required date in the Loan Modification Request Form. Applicable business records indicate that (i) the beneficiary or beneficiary's agent contacted the borrower(s) to schedule a meeting; (ii) a meeting was scheduled and took place between borrower(s) and a representative of the beneficiary or beneficiary's agent who was authorized to modify the loan or was able to obtain authority to modify the loan prior to responding to the loan modification request.

DATED: 1/18/12

By: Rosemary Bare
Typed Name: Rosemary Bare
Title: VP, Mortgage Servicing Unit Manager II
Bank of America, N.A.

State of California)

) ss.

County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 18th day of January, 2012, by Rosemary Bare, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



Beneficiary: BANK OF AMERICA, N.A.