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02/15/2012 03:15:45 PM

Fee: \$127.00

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

110466944 11-Klamath  
TS No.: 11-0101969

1. **AFFIDAVIT OF MAILING NOTICE OF SALE INCLUDING NOTICE OF SALE**  
GRANTEE: DONALD J & MARIA CONCHA POWERS/5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603  
GRANTOR: JUAN RODRIGUEZ/1800 TAPO CANYON RD. SIMI VALLEY, CA 93063
2. **AFFIDAVIT OF MAILING NOTICE TO GRANTOR INCLUDING NOTICE TO GRANTOR**  
GRANTEE: DONALD J & MARIA CONCHA POWERS/5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603  
GRANTOR: JUAN RODRIGUEZ/1800 TAPO CANYON RD. SIMI VALLEY, CA 93063
3. **AFFIDAVIT OF PUBLICATION**  
GRANTEE: DONALD J & MARIA CONCHA POWERS/5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603  
GRANTOR: JEANINE P DAY/ PO BOX 788 KLAMATH FALLS, OR 97601
4. **AFFIDAVIT OF POSTING AND SERVICE**  
GRANTEE: DONALD J & MARIA CONCHA POWERS/5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603  
GRANTOR: DAVID HARTMAN/422 N 6<sup>TH</sup> ST, KLAMATH FALLS, OR
5. **AFFIDAVIT OF COMPLIANCE WITH OREGON SB 629 (2009) (BENE AFFIDAVIT)**  
GRANTEE: DONALD J & MARIA CONCHA POWERS/5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603  
GRANTOR: STACEY L BLOUIN/1800 TAPO CANYON RD. SIMI VALLEY, CA 93063

Original Grantor on Trust Deed: DONALD J POWERS and MARIA CONCHA POWERS

Beneficiary/Grantee: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS  
TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED  
CERTIFICATES, SERIES 2005-11

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.

1.27Amf

# AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA, COUNTY OF VENTURA) 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, 10/14/2011. 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

Signature

Juan Rodriguez

OCT 14 2011

Assistant Vice President

Subscribed and sworn to (or affirmed) before me on this 14 day of OCT 14 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.

Signature Ramon Olivas (Seal)  
**RAMON OLIVAS**

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

RE: Trust Deed from Grantor

DONALD J POWERS and MARIA CONCHA POWERS

RECONTRUST COMPANY, N.A.

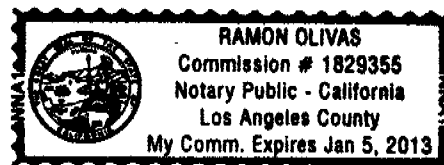
Trustee

TS No. 11-0101969

After Recording return to:

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

Simi Valley, CA 93063





02 110101969

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

**TS No. 11-0101969**

DONALD J POWERS

10/14/2011

5624 BEL AIRE DR

KLAMATH FALLS, OR 97603

7187 7930 3132 2594 7998

MARIA CONCHA POWERS

10/14/2011

5624 BEL AIRE DR

KLAMATH FALLS, OR 97603

7187 7930 3132 2594 8025

MARIA CONCHA BELTRAN POWERS

10/14/2011

5624 BEL AIRE DR

KLAMATH FALLS, OR 97603

7187 7930 3132 2594 8056

M. CONCHA BELTRAN POWERS

10/14/2011

5624 BEL AIRE DR

KLAMATH FALLS, OR 97603

7187 7930 3132 2594 8063

DONALD J POWERS

10/14/2011

5624 BEL AIRE DRIVE

KLAMATH FALLS, OR 97603-6918

7187 7930 3132 2594 8001

MARIA CONCHA POWERS

10/14/2011

5624 BEL AIRE DRIVE

KLAMATH FALLS, OR 97603-6918

7187 7930 3132 2594 8032

Residents/Occupants

10/14/2011

5624 BEL AIRE DRIVE

KLAMATH FALLS, OR 97603-6918

7187 7930 3132 2594 8049



02 110101969

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

**TS No. 11-0101969**

QUICKEN LOANS INC.

10/14/2011

20555 VICTOR PARKWAY

LIVONIA, MI 48152

7187 7930 3132 2594 8070

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

10/14/2011

P.O. BOX 2026

FLINT, MI 48501-2026

7187 7930 3132 2594 8094

QUICKEN LOANS INC.

10/14/2011

P.O. BOX 2026

C/O MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

FLINT, MI 48501-2026

7187 7930 3132 2594 8087

## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by Donald J Powers, And Maria Concha Powers, Husband And Wife As Joint Tenants, as grantor(s), to First American Title, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, dated 06/30/2005, recorded 07/11/2005, in the mortgage records of Klamath County, Oregon, in Book/Reel/Volume No. M05 at Page No. 52557 as Recorder's fee/file/instrument/microfilm/reception Number -, and subsequently assigned to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-11 by Assignment recorded 08/05/2011 in Book/Reel/Volume No. at Page No. as Recorder's fee/file/instrument/microfilm/reception No. 2011-009030, covering the following described real property situated in said county and state, to wit:

LOT 14, BLOCK 1, BEL-AIRE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603-6918

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 \$903.72 beginning 06/01/2011; plus late charges of \$30.94 each month beginning with the 06/01/2011 payment plus prior accrued late charges of \$ .00; plus advances of \$402.47; 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: \$86,544.09 with interest thereon at the rate of 7.00 percent per annum beginning 05/01/2011 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, February 13, 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, February 13, 2012. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, 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 are a bona fide tenant occupying and renting 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 bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner 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.

OCT 13 2011  
Dated \_\_\_\_\_, 2011

RECONTRUST COMPANY, N.A.

By:   
Title: Heidi Recinos  
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. 11 -0101969

**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.**

# AFFIDAVIT OF MAILING NOTICE TO GRANTOR

STATE OF CALIFORNIA, COUNTY OF VENTURA) 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 given pursuant to the requirements of sections 20 & 21 of Chapter 19, Oregon Laws 2008 (Amending and/or supplementing ORS 86.705 to ORS 86.795).

I gave notice to grantor(s) and occupant(s) of the real property described in the attached notice 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(s) in the trust deed and (b) occupant(s) of the subject property.

Each of the notices so mailed 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, on 10/12/2011. 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 was recorded and on or before the date of the Notice of Trustee's Sale was mailed, served and/or posted.

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

OCT 12 2011

State of California

County of Ventura )

Signature

Juan Rodriguez

Assistant Vice President

Subscribed and sworn to (or affirmed) before me on this 12 day of Oct, 2011, by Juan Rodriguez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

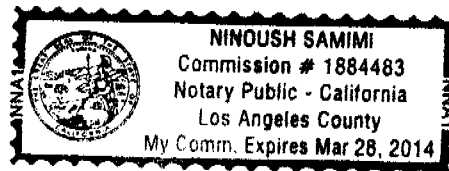
WITNESS my hand and official seal.

Juan Rodriguez

Signature

[Signature] (Seal)

NINOUSH SAMIMI



AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR

RE: Trust Deed from Grantor

DONALD J POWERS and MARIA CONCHA POWERS

RECONTRUST COMPANY, N.A.

Trustee

TS No. 11-0101969

After Recording return to:

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

Simi Valley, CA 93063





02 110101969

## **AFFIDAVIT OF MAILING TRUSTEE'S NOTICE TO GRANTOR "EXHIBIT A"**

**TS No. 11-0101969**

DONALD J POWERS  
5624 BEL AIRE DR

10/12/2011

KLAMATH FALLS, OR 97603  
7187 7930 3132 2567 8359

MARIA CONCHA POWERS  
5624 BEL AIRE DR

10/12/2011

KLAMATH FALLS, OR 97603  
7187 7930 3132 2567 8373

DONALD J POWERS  
5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603-6918  
7187 7930 3132 2567 8366

10/12/2011

MARIA CONCHA POWERS  
5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603-6918  
7187 7930 3132 2567 8380

10/12/2011

Residents/Occupants  
5624 BEL AIRE DRIVE  
KLAMATH FALLS, OR 97603-6918  
7187 7930 3132 2567 8397

10/12/2011

**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: 5624 BEL AIRE DRIVE

City: KLAMATH FALLS

State: OR

ZIP: 97603-6918

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 a 'foreclosure.'

The amount you would have had to pay as of 10/12/11 to bring your mortgage current was \$4,017.35. 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 888-219-7773 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

Bank of America, N.A.

400 National way

SIMI VALLEY, CA 93065

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION:** 02/13/2012 at 10:00 AM inside the 1st floor lobby of the Klamath County Courthouse, 316 Main St., Klamath Falls, Klamath County, OR

**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.

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](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification by contacting your lender at **800-669-0102** or by visiting <http://homeloans.bankofamerica.com/en/service-and-support/homeowner-relief/find-a-solution.html>. 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 11/11/2011, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.**

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

Date: October 12, 2011

TS No.: 11 -101969

Trustee name: RECONTRUST COMPANY, N.A.

Trustee phone number: (800) 281-8219

A handwritten signature, likely of Juan Rodriguez, enclosed within an oval border. The signature is stylized and cursive.

---

**Juan Rodriguez** Assistant Vice President

**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#13877 SALE POWERS

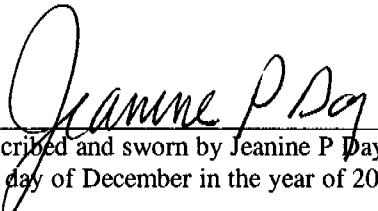
#1006.144577

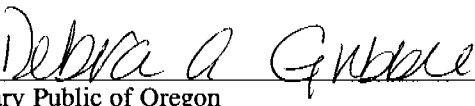
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:

11/23/2011 11/30/2011 12/07/2011 12/14/2011

Total Cost: \$1090.94

  
Subscribed and sworn by Jeanine P. Day before me on:  
14th day of December 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 the Trust Deed made by DONALD J. POWERS, AND MARIA CONCHA POWERS, HUSBAND AND WIFE AS JOINT TENANTS, as grantor(s), to FIRST AMERICAN TITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, dated 06/30/2005, recorded 07/11/2005, in the mortgage records of Klamath County, Oregon, in Book/Reel/Volume No. M05 at Page No. 52557 as Recorder's fee/file/instrument/microfilm/reception Number - and subsequently assigned to THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-11 by Assignment recorded 08/05/2011 in Book/Reel/Volume No. N/A at Page No. N/A as Recorder's fee/file/instrument/microfilm/reception No. 2011-009030, covering the following described real property situated in said county and state, to wit: LOT 14, BLOCK 1, BEL-AIRE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. PROPERTY ADDRESS: 5624 BEL AIRE DRIVE KLAMATH FALLS, OR 97603-6918.

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 \$903.72 beginning 06/01/2011; plus late charges of \$30.94 each month beginning with the 06/01/2011 payment plus prior accrued late charges of \$0.00; plus advances of \$402.47; 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: \$86,544.09 with interest thereon at the rate of 7.00 percent per annum beginning 05/01/2011 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, February 13, 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: October 13, 2011 RECONTRUST COMPANY, N.A. For further information, please contact: RECONTRUST COMPANY, N.A. 1800 Tapa Canyon Rd., CA6-914-01-94 SIMI VALLEY, CA 93063 (800)-281-8219 (TS# 11-0101969) 1006.144577-FEI.

#13877 November 23, 30, December 07, 14, 2011.

**FEI, LLC**  
**Affidavit of Posting and Service**

State of Oregon  
County of Klamath

David Hartman, 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. 422 N 6th St, Klamath Falls, OR.
- That I personally served a copy of the Notice of Trustee's Sale upon an adult occupant of the real property, commonly referred to as 5624 BEL AIRE DRIVE, KLAMATH FALLS, OR 97603-6918 in the manner in which a summons is served by delivering to or leaving with Calina Powers, a person over the age of eighteen (18) years, then residing therein on Thursday, October 13, 2011, at 07:00 pm.

Signed in Klamath County, Oregon by:

Signature

David Hartman

Date

10-25-2011

State of Oregon

County of Klamath

On this 25<sup>th</sup> day of October in the year of 2011, before me a Notary Public, Personally appeared DAVID HARTMAN, 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:

Kimberly A Davis

Residing at:

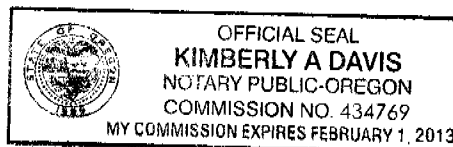
Klamath County

Commission expires:

01 Feb 2013



03000019



1006.144577  
11-0101969

ReconTrust Company

Affidavit of Compliance Oregon SB 628

Re: Trust Deed from

**DONALD J POWERS & MARIA CONCHA POWERS**

to

**ReconTrust Company™**

File No. **2011-101969**

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

**Beneficiary:** THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-11

**Original Loan Amount:** \$89,000.00

**Borrower name(s):** DONALD J POWERS & MARIA CONCHA POWERS

**Property Address:** 5624 BEL AIRE DRIVE, 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: 1/30/12

By: Stacey L. Blouin  
Typed Name: Stacey L. Blouin  
Title: AVP, Servicing Team Manager II  
Bank of America, N.A.

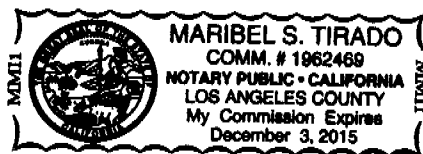
State of California)

) ss.

County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 30<sup>th</sup> day of January, 2012, by Stacey L. Blouin, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



**Beneficiary:** THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF THE CWABS, INC., ASSET-BACKED CERTIFICATES, SERIES 2005-11