

1st 1784744

2012-002938
Klamath County, Oregon



00115548201200029380200207

03/20/2012 11:22:56 AM

Fee: \$132.00

THIS SPACE RESERVED FOR USE BY
THE COUNTY RECORDING OFFICE

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Bishop, White, Marshall & Weibel, PS
720 Olive Way, Ste 1201
Seattle, WA 98101

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)
Trustee's Notice of Sale

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160
Bishop, White, Marshall & Weibel, PS
David A. Weibel
720 Olive Way, Ste 1201
Seattle, WA 98101

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160
Eugene T Perry
4441 Balsam Dr
Klamath Falls, OR 97601

U.S. Bank National Association ND
205 W 4th St, Ste. 500
Cincinnati, OH 45202

4) TRUE AND ACTUAL CONSIDERATION | 5) SEND TAX STATEMENTS TO:

ORS 93.030(5) - Amount in dollars or other

\$ _____ Other

6) SATISFACTION of ORDER or WARRANT | 7) The amount of the monetary
ORS 205.125(1)(e) **obligation imposed by the order**

CHECK ONE: FULL
(If applicable) PARTIAL

or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

F

After Recording Return to:
David A. Weibel, Trustee
c/o 720 Olive Way, Suite 1201
Seattle, WA 98101

Ref: Perry, Eugene T. - 488.1129601

Recorded herein are the following:

- Affidavit(s) of Mailing # _____
- Proof(s) of Service # _____
- Affidavit of Publication
- Certificate(s) of Mailing # _____
- Affidavit of Non-Occupancy
- Affidavit of Mailing Danger Notice
- Affidavit of Beneficiary or Beneficiary's Agent

TRUSTEE'S NOTICE OF SALE

NOTICE: YOU ARE HEREBY NOTIFIED THAT THE AMOUNT OF YOUR INDEBTEDNESS TO THE BENEFICIARY, THEIR SUCCESSORS IN INTEREST AND/OR ASSIGNEES AS RECITED BELOW, AS OF THE DATE OF THIS NOTICE/LETTER, IS \$238,494.44. INTEREST FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER. UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF WITHIN 30 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT, THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 30-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND WILL BE MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 30 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

NOTICE: WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

Reference is made to that certain trust deed made by Eugene T Perry, as grantor, to U.S. Bank Trust Company, National Association, as trustee, in favor of U.S. Bank National Association ND, as beneficiary, dated June 5, 2007, recorded July 25, 2007, in the mortgage records of Klamath County, Oregon, as Recording Number 2007-013149, covering the following described real property situated in said county and state, to-wit:

Lots 48 and 49, Cregan Park, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

Both the beneficiary and the trustee, David A. Weibel, will sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.753(3); the default for which the foreclosure is made is grantor's failure to pay the following sums:

1. Monthly Payments:

Delinquent Monthly Payments Due from 4/1/2011 through 12/1/2011:

9 payment(s) at \$1447.53

Total Payments: \$13,027.77

Late Charges:

8 late charge(s) at \$66.34

for each monthly payment not made within 15 days of its due date

Total Late Charges \$530.72

Accrued Late Charges: \$66.34

Lender's NSF Fees \$25.00

Lender's Corporate Advance \$190.00

THE SUM OWING ON THE OBLIGATION SECURED BY THE TRUST

DEED: \$13,839.83

2. Delinquent Real Property Taxes, if any.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit:

Unpaid balance is \$235,994.44 as of December 2, 2011. In addition there are attorney's fees and foreclosure costs which as of the date of this notice are estimated to be \$2,500.00. Interest, late charges and advances for the protection and preservation of the property may accrue after the date of this notice

WHEREFORE, notice hereby is given that the undersigned trustee, David A. Weibel, on April 11, 2012 at the hour of 11:00 am, in accord with the standard of time established by ORS 187.110, at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor has or had power to convey at the time of the execution by grantor of the said trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of said 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 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), paying all advances authorized under the trust deed, including all costs and expenses incurred in enforcing the obligation and trust deed, and by curing any other default complained of therein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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

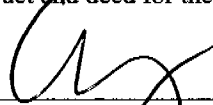
DATED: December 9, 2011.



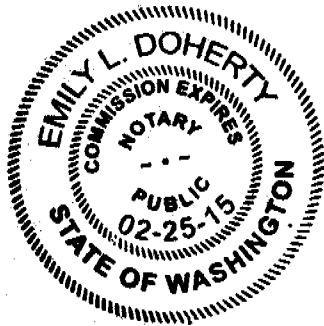
David A. Weibel, Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 9 day of December, 2011, personally appeared David A. Weibel, who acknowledged that s/he signed the within foregoing instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.



Emily L. Doherty
Notary Public for Washington
Residing at: King County
My Commission Expires: 2/25/15



I, the undersigned, certify that the foregoing is a complete and exact copy of the original trustee's notice of sale.

For Information Call:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 11, 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 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.

David A. Weibel, Trustee
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
(206) 622-7527

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>



Bishop, White, Marshall & Weibel, P.S.

ATTORNEYS AT LAW

WILLIAM L. BISHOP, JR. **
KRISTA L. WHITE* ***
ANN T. MARSHALL
DAVID A. WEIBEL*
LAURIE K. FRIEDL*
ANNETTE COOK
DANIEL L. HEMBREE****
HALLIE N. ZIMMERMAN ‡
BARBARA L. BOLLERO **** *****
JEFFREY S. MACKIE
JEROME M. YALON, JR. ‡
THERESE HARRIS ‡
PETER OSTERMAN ****

Of Counsel
KENNARD M. GOODMAN ****

* Also Admitted in Oregon
** Also Admitted in Idaho
*** Also Admitted in Alaska
**** Also Admitted in California
***** Also Admitted in Illinois
‡ Admitted in California

720 OLIVE WAY, SUITE 1201
SEATTLE, WASHINGTON 98101-1801

TELEPHONE
(206) 622-5306
FAX
(206) 622-0354

NOTICE

If you are the borrower in the deed of trust transaction described in this notice, and you are a member of the armed forces who is on active military duty, or are a member of the National Guard and are deployed for active duty, please contact our office immediately to discuss alternatives to this foreclosure proceeding.

US Bank National Association ND Single Point of Contact:

Email Address: mortgageassistacepoint@usbank.com

Toll Free # - 1-855-MYUSMAP (or 855-698-7627)

AFTER RECORDING RETURN TO:

Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
Attn: Emily Doherty

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

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)


I, Saeng Deng, being first duly sworn, depose, 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 December 9, 2011, I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

See 'Mailing List' attached hereto and incorporated herein by this reference

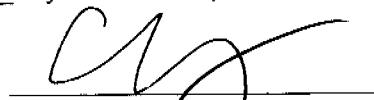
Said persons include (a) the grantor(s) in the trust deed; (b) any successor-in-interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) any person, including the Department of Revenue or any other state agency, having a lien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

Each of the notices so mailed was certified to be a true copy of the original notice of sale by David A. Weibel, trustee named in said notice; each said copy was contained in a sealed envelope, 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 notice of default and election to sell described in said notice of sale was recorded.

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


Saeng Deng

SUBSCRIBED AND SWORN TO before me this 9 day of December, 2011


Emily L. Doherty
NOTARY PUBLIC in and for the
State of Washington,
residing at: Seattle
My Appt Expires: 2/25/15



Perry, Eugene T.
488.1129601

MAILING LIST

GRANTORS AND ALL OTHER PARTIES:

Occupants of the Premises
4441 Balsam Dr
Klamath Falls, OR 97601

Eugene T. Perry
4441 Balsam Dr
Klamath Falls, OR 97601

Jane Doe Perry
Spouse of Eugene T. Perry
4441 Balsam Dr
Klamath Falls, OR 97601

Mortgage Electronic Registration Systems, Inc.
MIN:1000712-0000039189-4
1901 E Voorhees Street, Suite C
Danville, IL 61834

Mortgage Electronic Registration Systems, Inc
c/o Gateway Business Bank
dba Mission Hills Mortgage Bankers
1403 N Tustin Ave, Ste 250
Santa Ana, CA 92705-8691

Mortgage Electronic Registration Systems, Inc.
c/o Gateway Business Bank
dba Mission Hills Mortgage Bankers
18000 Studebaker Rd, Ste 550
Cerritos, CA 90703-2698

Mortgage Electronic Registration Systems, Inc.
c/o Gateway Business Bank
dba Mission Hills Mortgage Bankers
2225 Pacific Blvd SE, Ste 205
Albany, OR 97321

Mortgage Electronic Registration Systems, Inc.
MIN:1000712-0000039189-4
P.O. Box 2026
Flint, MI 98501-2026

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: 4441 Balsam Dr

City: Klamath Falls State: OR ZIP: 97601

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 10/25/2011 to bring your mortgage current was \$10688.43.

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 855-698-7627 or email mortgageassistacepoint@usbank.com 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.

<p>You may also get these details by sending a request By certified mail to:</p>	<p>U.S. Bank Consumer Finance 205 W. 4th St CN-OH-X5-F1 Cincinnati OH 45202</p>
<p>THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION:</p>	<p>04/11/2012 At 11:00 am at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, State of Oregon</p>

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 call Foreclosure Contact at 1-855-698-7627 or email mortgageassistacepoint@usbank.com to 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. 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 1-855-698-7627 or email mortgageassistacepoint@usbank.com. 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: 800-SAFENET (800-723-3638).

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "LOAN MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY 1/8/12, 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: December 9, 2011

Trustee signature:
Trustee name (print):

By



David A. Weibel

Trustee phone number: (206) 622-5306

LOAN MODIFICATION REQUEST FORM

To: Eugene T Perry
4441 Balsam Dr
Klamath Falls, OR 97601

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "LOAN MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY 1/8/12, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW. THE FORM SHOULD BE MAILED TO:

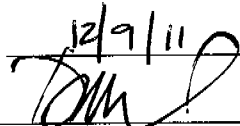
U.S. Bank Consumer Finance

205 W. 4th St, CN-OH-X5-F1
Cincinnati, OH 45202

COMPLETE NAME OF ALL GRANTORS (BORROWERS) ON DEED OF TRUST	Eugene T Perry
PROPERTY ADDRESS	4441 Balsam Dr Klamath Falls, OR 97601
CURRENT ADDRESS FOR ALL GRANTORS	
TELEPHONE NUMBERS OF GRANTORS	
ELECTRONIC MAIL ADDRESSES (IF ANY)	

1. You can contact your lender by telephone during regular business hours for details regarding your delinquency and to obtain repayment information about your loan at 1-855-698-7627 or email mortgageassistacepoint@usbank.com.
2. Your lender may ask you to disclose current information about your income and expenses that may affect your eligibility for a loan modification.

DATED: 12/9/11



Trustee name: David A. Weibel

Telephone: (206) 622-5306
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101

AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
Attn: Emily Doherty

AFFIDAVIT OF MAILING
House Bill 3630, Section 20 Notice

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)


I, Saeng Deng, being first duly sworn, depose, 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 House Bill 3630, Section 20 Notice given under the terms of that certain deed described in said notice. On December 9, 2011, I gave notice of the House Bill 3630, Section 20 of the real property described in the attached House Bill 3630, Section 20 Notice with attached Loan Modification Request Form 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 addresses, to-wit:

See 'Mailing List' attached hereto and incorporated herein by this reference.

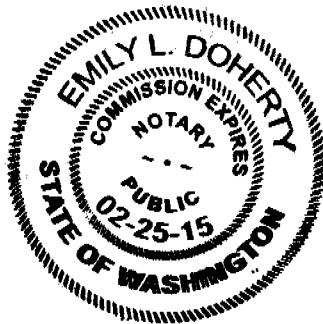
Said persons include (a) the grantor(s) in the trust deed; (b) any successor-in-interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; and (c) occupant of the premises.


Each of the notices so mailed was contained in a sealed envelope, 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 notice of default and election to sell was recorded, and on or before service or mailing of Trustee's Notice of Sale.

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


Saeng Deng

SUBSCRIBED AND SWORN TO before me this 9 day of December, 2011.




Emily L. Doherty
NOTARY PUBLIC in and for the
State of Washington, residing at: Seattle
My Appt Expires: 2/25/15

Perry, Eugene T.
488.1129601

MAILING LIST

GRANTORS AND ALL OTHER PARTIES:

Occupants of the Premises
4441 Balsam Dr
Klamath Falls, OR 97601

Eugene T. Perry
4441 Balsam Dr
Klamath Falls, OR 97601

Jane Doe Perry
Spouse of Eugene T. Perry
4441 Balsam Dr
Klamath Falls, OR 97601

AFTER RECORDING RETURN TO:

(206) 622-5306
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1201
Seattle, WA 98101
Attn: Foreclosure Dept.

Ref: Perry, Eugene T. - 488.1129601

**AFFIDAVIT OF BENEFICIARY OR BENEFICIARY'S AGENT
PURSUANT TO ORS 86.750 (5)**

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I, Molly Hawkins, being first duly sworn, depose, say and certify that: at all times hereinafter mentioned I was and now am a resident of the State of KY, a competent person over the age of eighteen years, and am authorized to execute this affidavit on behalf of the Beneficiary or Beneficiary's Agent.

(Beneficiary or Beneficiary's Agent) did not receive a completed Loan Modification Request Form from the grantor(s) within thirty (30) days after the date the Trustee signed the Notice of Trustee's Sale, which was December 9, 2011.

Beneficiary or Beneficiary's Agent received a completed Loan Modification Request Form from the Grantor(s) within thirty (30) days after the date the Trustee signed the Notice of Trustee's Sale, which was December 9, 2011.

Grantor(s) were contacted.

A meeting was scheduled.

A meeting took place.

Grantor(s) were notified in writing that they are not eligible for a loan modification. Beneficiary provided the grantor with the following information:

A detailed explanation of how the beneficiary determined that the grantor was not eligible for a loan modification, or

The Notice in Supplemental Directive 09-08, as in effect on the effective date of this 2010 Act, issued by the United States Department of the Treasury under the Helping Hands Save Their Homes Act of 2009, P.L. 111-22, as in effect on the effective date of this 2010 Act (May 27, 2010).

Attempts were made to contact the Grantor(s), but Grantor(s) did not respond within seven (7) business days after an attempt was made to reach them.

Beneficiary or Beneficiary's Agent has determined in good faith, after considering the most current financial information that the Grantor(s) has/have provided, that the Grantor(s) is/are not eligible for a loan modification and that they have been notified they are not eligible.

BENEFICIARY OR BENEFICIARY'S AGENT

U.S. Bank National Association ND

By: Molly Hawks

Name: Molly Hawks Title FC Specialist

SUBSCRIBED AND SWORN TO before me this 20th day of January, 20 12

K. Hayes
Keith Hayes (Print Name)



KEITH D. HAYES
Notary Public, State of Ohio
My Commission Expires
December 12, 2015

NOTARY PUBLIC in and for the
State of Ohio
Residing at: Hamilton County
My Appt Expires: _____

488.1129601 / PERRY
TS# 488.1129601

AFFIDAVIT OF SERVICE

STATE OF OREGON
County of Klamath

ss.

I, Erick Kaber, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale; Notice to Residential Tenants; Notice Regarding Military Service upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

4441 Balsam Dr.
Klamath Falls, OR 97601

By delivering such copy, personally and in person to Lisa Perry, at the above Property Address on December 12, 2011 at 3:00 PM.

I declare under the penalty of perjury that the above statement is true and correct.

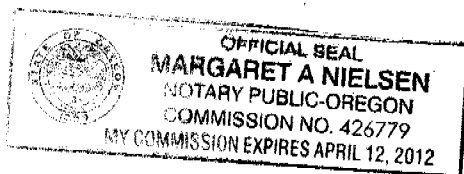
SUBSCRIBED AND SWORN BEFORE ME
this 13 day of December, 20 11
by Erick Kaber.

Margaret A. Nielsen
Notary Public for Oregon

X Erick S. Kaber
Erick Kaber
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



279743

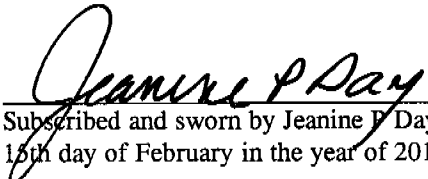


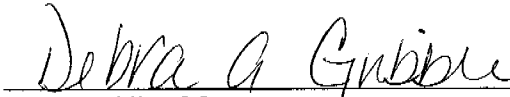
AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH

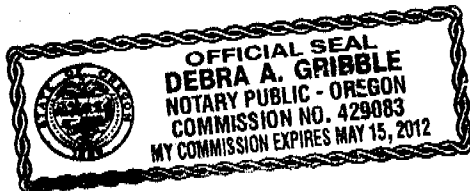
I, Jeanine P. Day, Finance Director, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#13940 SALE PERRY FILE#488.1129601 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:
01/25/2012 02/01/2012 02/08/2012 02/15/2012

Total Cost: \$1512.38


Subscribed and sworn by Jeanine P. Day before me on:
15th day of February in the year of 2012


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



TRUSTEE'S NOTICE OF SALE

NOTICE: YOU ARE HEREBY NOTIFIED THAT THE AMOUNT OF YOUR INDEBTEDNESS TO THE BENEFICIARY, THEIR SUCCESSORS IN INTEREST AND/OR ASSIGNEES AS RECITED BELOW, AS OF THE DATE OF THIS NOTICE/LETTER, IS \$238,494.44. INTEREST FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER. UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF WITHIN 30 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT, THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 30-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND WILL BE MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 30 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

NOTICE: WE ARE A DEBT COLLECTOR. THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR PURPOSES OF DEBT COLLECTION.

Reference is made to that certain trust deed made by Eugene T Perry, as grantor, to U.S. Bank Trust Company, National Association, as trustee, in favor of U.S. Bank National Association ND, as beneficiary, dated June 5, 2007, recorded July 25, 2007, in the mortgage records of Klamath County, Oregon, as Recording Number 2007-013149, covering the following described real property situated in said county and state, to-wit:

Lots 48 and 49, Cregan Park, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

Both the beneficiary and the trustee, David A. Welbel, will sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.753(3); the default for which the foreclosure is made is grantor's failure to pay the following sums:

1. Monthly Payments:
Delinquent monthly Payments Due from 4/1/2011 through 12/1/2011:
9 payments(s) at \$ 1,447.53
Total Payments: \$13,027.77
Late Charges: 8 late charge(s) at \$66.34 for each monthly payment not made within 15 days of its due date
Total Late Charges \$ 530.72
Accrued late Charges: \$ 66.34
Lender's NSF Fees \$ 25.00
Lender's Corporate Advance \$ 190.00
THE SUM OWING ON THE OBLIGATION SECURED BY THE TRUST DEED: \$13,839.83

2. Delinquent Real Property Taxes, if any:

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit:

Unpaid balance is \$235,994.44 as of December 2, 2011. In addition there are attorney's fees and foreclosure costs which as of the date of this notice are estimated to be \$2,500.00. Interest, late charges and advances for the protection and preservation of the property may accrue after the date of this notice.

WHEREFORE, notice hereby is given that the undersigned trustee, David A. Welbel, on April 11, 2012 at the hour of 11:00 am, in accord with the standard of time established by ORS 187.110, at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor has or had power to convey at the time of the execution by grantor of the said trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of said 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 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), paying all advances authorized under the trust deed, including all costs and expenses incurred in enforcing the obligation and trust deed, and by curing any other default complained of therein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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

DATE: December 9, 2011.

/s/David A. Weibel, Trustee

STATE OF WASHINGTON

ss.

COUNTY OF KING

On this 9th day of December, 2011, personally appeared David A. Weibel, who acknowledged that s/he signed the within foregoing instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

/s/Emily L. Doherty

Notary Public for Washington, Residing at: King County

My Commission Expires: 2/25/15

I, the undersigned, certify that the foregoing is a complete and exact copy of the original trustee's notice of sale.

/s/Emily L. Doherty

For Information Call:

Bishop, White, Marshall & Weibel, P.S.

720 Olive Way, Suite 1201, Seattle, WA 98101,

(206) 622-7527

#13940 January 25, February 01, 08, 15, 2012.