

2012-003804

Klamath County, Oregon



00116563201200038040190193

04/11/2012 03:14:30 PM

Fee: \$142.00

**RECORDING COVER SHEET FOR NOTICE
OF SALE PROOF OF COMPLIANCE PER
O.R.S. 205.234**

THIS COVER SHEET HAS BEEN PREPARED BY THE
PERSON PRESENTING THE ATTACHED
INTRUMENT FOR RECORDING, ANY ERRORS IN
THIS COVER SHEET DO NOT AFFECT THE
TRANSACTION(S) CONTAINED IN THE
INSTRUMENT ITSELF.

WHEN RECORDED MAIL TO

REGIONAL TRUSTEE SERVICES CORPORATION, as Trustee
616 1st Avenue, Suite 500
Seattle, WA 98104

Trustee's Sale No: 09-ALT-001456



MARK NAME(S) OF ALL THE TRANSACTION(S) described in the attached instrument. Fill in the Original Grantor on Trust Deed and the Beneficiary as indicated. Each Affidavit of Mailing Notice of Sale or Affidavit of Publication Notice of Sale or Proof of Service will be considered a transaction.

- ☒ **AFFIDAVIT OF MAILING NOTICE OF SALE** (must have trustee's notice of sale attached)
- ☒ **AFFIDAVIT OF PUBLICATION NOTICE OF SALE**
- ☒ **PROOF OF SERVICE /AFFIDAVIT OF NON-OCCUPANCY**
- ☒ **AFFIDAVIT OF COMPLIANCE (AS REQUIRED BY ORS.750(5))**

Original Grantor on Trust Deed

STEPHANIE BETHEL

Beneficiary

NEW CENTURY MORTGAGE CORPORATION

1429mt

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550 / Fax:

Trustee Sale No.: 09-ALT-001456



Affidavit of Mailing Trustee's Notice of Sale

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, being first duly sworn, states that I am now, and at all times herein mentioned was a citizen of the United States a resident of the State of Washington, and over the age of eighteen years, and not the beneficiary or his successor in interest named in the attached original Notice of Sale given under the terms of that certain trust deed described in said Notice.

That I gave notice of the sale of the real property described in the attached Notice of Sale and Notice to Grantor as required by Section 20 of Chapter 19, Oregon Laws 2008; 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:

OCCUPANT, 4636 DARWIN PLACE, KLAMATH FALLS, OR, 97603
SPOUSE OF STEPHANIE BETHEL, 4636 DARWIN PLACE, KLAMATH FALLS, OR, 97603
SPOUSE OF STEPHANIE BETHEL, 870 MISSION SIERRA COURT APARTMENT 23, REDDING, CA, 96003
STEPHANIE BETHEL, 4636 DARWIN PLACE, KLAMATH FALLS, OR, 97603
STEPHANIE BETHEL, 870 MISSION SIERRA COURT APARTMENT 23, REDDING, CA, 96003

Also, I gave notice of the sale of the real property described in the 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:

NEW CENTURY MORTGAGE CORPORATION, 18400 VON KARMAN, SUITE 1000, IRVINE, CA, 92612
NEW CENTURY MORTGAGE CORPORATION, 1610 EAST ST. ANDREW PLACE, SANTA ANA, CA, 92705
NEW CENTURY MORTGAGE CORPORATION, PO BOX 57052, IRVINE, CA, 98519
NEW CENTURY MORTGAGE CORPORATION, 3337 MICHELSON DRIVE, STE 350, IRVINE, CA, 92612
~~Tenant, 4636 DARWIN PLACE, KLAMATH FALLS, OR, 97603~~

Said persons include (a) the grantor in the trust deed, (b) 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 b ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale by an authorized representative of 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 Seattle, WASHINGTON, on December 7, 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.

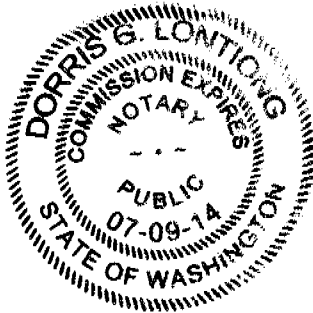
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

C. Fox (Carissa Falkenstein)
On behalf of Regional Trustee Services Corporation

SUBSCRIBED AND SWORN TO before me on

12/7/2011

Dorris G. Lonting
NOTARY PUBLIC for WASHINGTON
My commission expires: 07/09/2014



Printed name: Dorris G. Lonting
Residing in: Seattle, WA
My appointment expires on:

NOTICE TO BORROWER: YOU SHOULD BE AWARE THAT THE UNDERSIGNED IS ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705 et seq. and O.R.S. 79.5010, et seq.
Trustee's Sale No. 09-ALT-001456



Reference is made to that certain Deed of Trust made by, STEPHANIE BETHEL, as grantor, to ASPEN TITLE AND ESCROW, as Trustee, in favor of NEW CENTURY MORTGAGE CORPORATION, as beneficiary, dated 6/17/2004, recorded 6/30/2004 in Volume M04, page 43034, of Deeds of Trust, under Instrument No. , records of KLAMATH County, OREGON. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by U.S. BANK N.A., IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF ASSET BACKED SECURITIES CORPORATION, HOME EQUITY LOAN TRUST 2004-HE6, ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-HE6. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

LOT 13, BLOCK 2, KELENE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any, of the real property described above is purported to be:

4636 DARWIN PLACE
KLAMATH FALLS, OR 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to 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 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due, the following sums:

	Amount due as of December 5, 2011 -----
Delinquent Payments from August 01, 2011	
4 payments at \$ 970.42 each	\$ 3,881.68
1 payments at \$ 933.29 each (08-01-11 through 12-05-11)	\$ 933.29
Late Charges:	\$ 115.11
Beneficiary Advances:	\$ 613.56
Suspense Credit:	\$ 0.00
	=====
TOTAL:	\$ 5,543.64

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

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:

UNPAID PRINCIPAL BALANCE OF \$111,225.86, PLUS interest thereon at 6.35% per annum from 07/01/11 to 12/1/2011, 6.35% per annum from 12/1/2011, until paid, together with escrow advances, foreclosure costs, trustee fees, attorney fees, sums required for the protection of the property and additional sums secured by the Deed of Trust.

WHEREFORE, notice hereby is given that the undersigned trustee, will on April 6, 2012, at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, County of KLAMATH, State of OREGON, sell at public auction to the highest bidder for cash, the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the said trust deed, together with any interest which the grantor or his 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 prior to 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) and by curing any other default complained of herein 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 masculine gender includes the feminine and the neuter, 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.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the same.

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 6, 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 3/7/2012 (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 800-452-7636 and ask for 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 may be obtained through Safenet at 800-SAFENET.

DATED: 12/5/2011

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

By


KAREN JAMES, AUTHORIZED AGENT
616 1st Avenue, Suite 500, Seattle, WA 98104
Phone: (206) 340-2550
Sale Information: <http://www.rtrustee.com>

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

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

Authorized Representative of Trustee

09-ALT-001456



12/5/2011

**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 4636 DARWIN PLACE , KLAMATH FALLS, OR 97603.

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

The amount you would have had to pay as of 12/5/2011, to bring your mortgage loan current was \$8,467.39. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 1-800-542-2550 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: Regional Trustee Services, 616 1st Avenue, Suite 500, Seattle, WA, 98104.

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

**April 6, 2012, 11:00 AM
ON THE FRONT STEPS OF THE CIRCUIT COURT**

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 telephone number of an organization near you, please call the statewide telephone contact number at 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 website 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 the Oregon State Bar Legal Aid at 503-684-3763 or toll free in Oregon at 800-452-7636 or on the web at 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 800-746-2936. 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 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: 800-723-3638. Many lenders participate in new federal loan

modification programs. You can obtain more information about these programs at 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 1/4/2012 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 any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED 12/5/2011

Regional Trustee Services
616 1ST Avenue, Suite 500
Seattle, WA 98104

Trustee signature: _____



Trustee telephone number: 800-542-2550

Loan Modification Request Form

Loan Number:			Co-Homeowner Name:		
Homeowner Name:					
Property Address:					
Mailing Address:			Home Number:		
Home Number:			Cell Number:		
Cell Number:			Employer:		
Employer:			Employer Phone Number:		
Employer Phone Number:					
No. of people in Household:			Attorney Name:		
Have you filed bankruptcy?			Attorney Phone:		
Yes	No	If yes: Chp 7 Chp 13	Filing Date:		

Monthly Income Borrower		Monthly Income Co-Borrower	
Wages/Take Home		Wages/Take Home	
Overtime		Overtime	
Commissions/Bonus		Commissions/Bonus	
Unemployment Income		Unemployment Income	
Child Support/Alimony		Child Support/Alimony	
Social Security/Disability		Social Security/Disability	
Other		Other	
Total		Total	

Monthly Expenses		Assets	
Mortgage		Type	Estimated Value
2nd Mortgage		Home	
Rent/Other Mortgage		Other Real Estate	
HOA/Fees/Dues		All Checking/Savings Accts.	
Alimony/Child Support		Stock/Bonds/Mutual Funds	
Child/Dependent/Elderly Care		IRA/Keogh Accounts	
Entertainment		Retirement, 401(k)s, etc.	
Insurance (auto, health, life)		Total	
Pet Expenses			
Groceries/Tolletries			
Car Expense (gas, maint, etc.)			
Automobile Loan(s), List All:			
Credit Card 1			
Credit Card 2			
Doctor/Medical Bills			
Student Loans			
Personal Loans			
Utilities			
Cable TV/Satellite			
Electricity			
Natural Gas/Oil			
Telephone/Cell Phone			
Water/Sewer			
Internet			
Other (please list all examples: Spending Money, Lunch Money, Tuition, Tithing, etc.)			
Total			

Please remember to:

1. Sign and date this form.
2. Include a copy of the most recent pay stub for each borrower, the most recent Bank Statement, and a copy of your last year's Federal Tax Return with all attachments if self-employed, copies of your W-2's.
3. Include a hardship letter of why you fell behind and what you would like to do to get caught up.
4. Return Completed and SIGNED

Income/Expense Summary	
Borrower Income	+
Co-Borrower Income	+
Expenses	-
Net	=

Each of the undersigned by signing below states: I certify that the financial information stated above is a true and accurate statement of my financial condition. I understand and acknowledge that any action taken by the lender with regard to my mortgage loan will be made in strict reliance upon the financial information provided. By signing below, I grant the holder of my mortgage loan or its servicer the authority to obtain a credit report to verify the accuracy of the financial information.

Signature

Date

Signature

Date

**PROOF OF SERVICE
JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **4636 Darwin Pl. Klamath Falls, OR 97603**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to **Myra Garland** at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to __, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☐ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1st Attempt:

2nd Attempt:

3rd Attempt:

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on __ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of **December 7, 2011**, I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed Chelsea Chambers

4636 Darwin Pl. Klamath Falls, OR 97603
ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

December 6, 2011 10:40 AM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: 

ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 7th day of December, 2011.



Margaret A. Nielsen
Notary Public for Oregon

**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#13920 SALE BETHEL

#4151028

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:

12/14/2011 12/21/2011 12/28/2011 01/04/2012

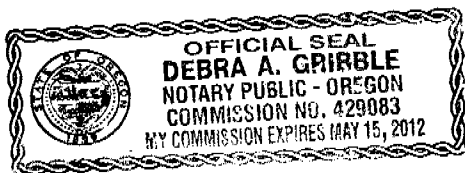
Total Cost: \$2513.30

Jeanine P Day

Subscribed and sworn by Jeanine P Day before me on:
4th day of January in the year of 2012

Debra A Grubbe

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



TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705 et seq. and O.R.S. 79.5010, et seq. Trustee's Sale No. 09-AM-001456 NOTICE TO BORROWER: YOU SHOULD BE AWARE THAT THE UNDERSIGNED IS ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Reference is made to that certain Deed of Trust made by: STEPHANIE BETHEL, as grantor, to ASPEN TITLE AND ESCROW, as Trustee, in favor of NEW CENTURY MORTGAGE CORPORATION, as beneficiary, dated 6/17/2004, recorded 6/30/2004 in Volume M04, page 43034, of Deeds of Trust under Instrument No., records of KLAMATH County, OREGON. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by U.S. BANK N.A. IN ITS CAPACITY AS TRUSTEE FOR THE REGISTERED HOLDERS OF ASSET BACKED SECURITIES CORPORATION, HOME EQUITY LOAN TRUST 2004-HE6, ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-HE6. Said Trust Deed encumbers the following described real property situated in said county and state, to wit: LOT 13, BLOCK 2, KELENE GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. The street address or other common designation, if any, of the real property described above is purported to be: 4636 DARWIN PLACE KLAMATH FALLS, OR 97603. The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to 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 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due, the following sums: Amount due as of December 5, 2011 Delinquent Payments from August 01, 2011 4 payments at \$970.42 each \$3,881.68 1 payments at \$933.29 each \$933.29 (08-01-11 through 12-05-11) Late Charges: \$115.11 Beneficiary Advances: \$613.56 Suspense Credit: \$0.00 TOTAL: \$5,543.64 ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee. 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: UNPAID PRINCIPAL BALANCE OF \$111,225.86, PLUS interest thereon at 6.35% per annum from 07/01/11 to 12/1/2011, 6.35% per annum from 12/1/2011, and paid amounts plus costs, advances, foreclosure costs, trustee fees, attorney fees, sums required for the protection of the property and additional sums secured by the Deed of Trust.

WHEREFORE, notice hereby is given that the undersigned trustee, will on April 6, 2012, at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, County of KLAMATH, State of OREGON, sell at public auction to the highest bidder for cash, the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the said trust deed, together with any interest which the grantor or his 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 prior to 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) and by curing any other default complained of herein 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 masculine gender includes the feminine and the neuter, 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. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the same. NOTICE TO RESIDENTIAL TENANTS: The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 6, 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 3/7/2012 (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 800-452-7636 and ask for 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 may be obtained through Safenet at 800-SAFENET. DATED: 12/5/2011 REGIONAL TRUSTEE SERVICES CORPORATION Trustee By: KAREN JAMES, AUTHORIZED AGENT 616 1st Avenue, Suite 500, Seattle, WA 98104 Phone: (206) 340-2550 Sale Information: <http://www.rtrustee.com> ASAP# 4151028 12/14/2011, 12/21/2011, 12/28/2011, 01/04/2012. #13920 December 14, 21, 28, 2011 January 04, 2012.

Trustee Sale No: 09-ALT-001456

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

I, **Denise V. Lundquist**, being first duly sworn, depose and say the following:

☒ The grantor **did not** return the modification request form provided by the Trustee.

☐ The grantor **did not** return the modification request form provided by the Trustee within the requisite time frame pursuant to ORS 86.750(6).

☐ The grantor **did** return the form requesting a loan modification within the time frame required under ORS 87.750(6). Upon receipt of the modification request form, the beneficiary or an authorized agent of the beneficiary, reviewed the information the grantor provided and, in good faith, processed the grantor's request. After considering the information the grantor provided, it was determined that: **(**If selecting this option, choose only one of the following**)**

☐ The grantor **was not eligible** for a loan modification and the grantor was notified of this decision within **45 days** of the receipt of the loan modification request form, or

- ☐ The grantor **was eligible** for a loan modification and the grantor was notified of this decision within **45 days** of the receipt of the loan modification request form, or
- ☐ The beneficiary or beneficiary's agent **requires additional information** and the grantor was notified of the need for additional information within **45 days** of the receipt of the loan modification form.

Section II: Request for Meeting

☒ The grantor **did not request a meeting** with the beneficiary.

☐ The grantor **made a timely request for a meeting** with the beneficiary and following such request:

- ☐ The beneficiary or the authorized agent of the beneficiary, who had or was able to obtain authority to modify the loan, either met with the grantor in person or spoke with the grantor by telephone and said meeting was prior to the beneficiary's response to the grantor's request to modify the loan, or
- ☐ The beneficiary or the authorized agent of the beneficiary attempted to contact the grantor by either contacting the grantor at the grantor's last known address or telephone number or at the grantor's electronic mail address, if the grantor indicated on the loan modification request form that the beneficiary or the beneficiary's agent could contact that grantor at the electronic mail address but the **grantor did not respond** within seven business days of the attempt(s) to contact the grantor.

DATED this 3rd day of April, 2012.

U.S. BANK N.A., IN ITS CAPACITY AS TRUSTEE
FOR THE REGISTERED HOLDERS OF ASSET
BACKED SECURITIES CORPORATION, HOME
EQUITY LOAN TRUST 2004-HE6, ASSET
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-HE6
By OCWEN LOAN SERVICING, LLC.
Its Attorney in Fact

Denise V. Lundquist
Name **Denise V. Lundquist**
Its: **Contract Management**
Coordinator


The foregoing instrument was acknowledged and sworn before me Lisa T. Fiedorowitz this
3 day of April, 2012, by Denise V. Lundquist as a Contract Management of Ocwen Loan
Servicing, LLC, who is personally known to me or who has produced _____ as
identification.

Lisa T. Fiedorowitz
NOTARY PUBLIC in and for
the State of **FLORIDA**,
residing at West Palm Beach

Lisa T. Fiedorowitz

(printed or typed name)

My appointment expires: _____

NOTARY PUBLIC-STATE OF FLORIDA
 **Lisa T. Fiedorowitz**
Commission #DD783777
Expires: **JULY 26, 2012**
BONDED THRU ATLANTIC BONDING CO., INC.