

1st 1806467

2012-004313

Klamath County, Oregon



00117188201200043130360360

04/25/2012 03:08:28 PM

Fee: \$237.00

## RECORDING COVER SHEET

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

After Recording Return To:

**Hillis Clark Martin & Peterson P.S.**  
**Attn: Tonja D. Smith**  
**1221 Second Ave., Suite 500**  
**Seattle, WA 98101-2925**

**1. Title(s) of the Transaction(s) ORS 205.234(a):**

**Affidavit of Mailing Trustee's Amended Notice of Sale**  
**Trustee's Amended Notice of Sale**  
**Affidavit of Mailing Trustee's Notice of Sale**  
**Trustee's Notice of Sale**  
**Affidavit of Non-Military Service**  
**Proof of Service**  
**Proof of Service – Amended Notice of Sale**  
**Affidavit of Mailing Notice of Intent to Remove Occupants**  
**Affidavit of Publication**  
**Affidavit of Compliance**

**2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:**

**Julie B. Hamilton, Trustee**

**3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:**

**Trevor & Bonita Merrill**

**4. Send Tax Statements To:**

**No Change**

**5. True and Actual Consideration:**

**n/a**

**6. Deed Reference:**

**2008-012014**

4 25100

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Tonja D. Smith  
1221 Second Avenue, Suite 500  
Seattle, WA 98101-2925

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Loan #: 311902  
Trustee #: 40016.133/TDS

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

STATE OF WASHINGTON

ss.

COUNTY OF KING

I, Tonja D. Smith, being first duly sworn, state 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 (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Amended Notice Of Sale.

That at the direction and under the supervision of the Successor Trustee, I gave notice of default under the terms of the Deed of Trust identified in the attached Trustee's Amended Notice of Sale by mailing a copy of said Trustee's Amended Notice of Sale by first class mail, and by mailing a copy certified mail with return receipt requested to each of the following named persons as the grantor or any successor in interest in the property described in said Deed of Trust at their respective address, to-wit:

Trevor L. Merrill  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Trevor L Merrill  
509 E Avenue A

Bonita J. Merrill  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Bonita J Merrill  
509 E Avenue A

Occupant  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Jerome, ID 83338

Jerome, ID 83338

Additionally, at the direction and under the supervision of the Successor Trustee, I gave notice of the foreclosure in accord with Oregon HB 3630 and Senate Bill 628, by enclosing a copy of the attached Foreclosure Notice and Loan Modification Request Form in the mailings via first class mail and certified mail with return receipt requested, to each of the following named persons:

[NONE]

Each of the notices so mailed was a true copy of the original Trustee's Amended Notice Of Sale, said copies were contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on 1-12-12. Each of the notices was mailed at least 20 days before the day fixed in said Trustee's Amended Notice of Sale by the trustee for the trustee's sale.

Tonya J. Smith

Printed Name: Tonya J. Smith

SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of January  
2012

Printed Name Angelat. Vokolek

NOTARY PUBLIC in and for the State of Washington,  
residing at Bainbridge Island  
My Commission Expires 3-19-2015



Loan #311902  
Trustee #40016.133/TDS  
Successor Trustee: Julie B. Hamilton

**TRUSTEE'S AMENDED NOTICE OF SALE**  
Pursuant to O.R.S. 86.705, *et seq.* and O.R.S. 79.5010, *et seq.*

Reference is made to that certain trust deed made, executed, and delivered by Trevor L. Merrill and Bonita J. Merrill, as grantor, to Amerititle, as trustee, to secure certain obligations in favor of Eagle Home Mortgage, LLC, a Delaware Limited Liability Company, as beneficiary, dated August 22, 2008, and recorded on August 26, 2008, in the Mortgage records of Klamath County, Oregon, under File No. 2008-012014. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon by assignment of deed of trust recorded on September 15, 2008, in the Mortgage records of Klamath County, Oregon under File No. 2008-012855. Said Trust Deed encumbers the following described real property situated in said county and state, to wit:

LOT 5 IN BLOCK 11 OF STEWART ADDITION, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY  
CLERK OF KLAMATH COUNTY, OREGON

A.P.N. : 3909-007BD-07100-000.

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

3151 Emerald Street, Klamath Falls, Oregon 97601

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 foreclosure is made is grantor's failure to pay when due the following sums:

4 Monthly payments of \$909.78 due 9/1/11 through 12/1/11: \$3,639.12

4 Late Charges of \$36.39, due on each payment not paid within 15 days of its due date, for monthly payment due on 9/1/11 through 12/1/11: \$145.56

Additional Late Charge Balance: \$36.17

Sub-Total of Monthly Payments, Late Charges, and Advances in arrears: **\$3,820.85**

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 \$127,528.41, AS OF AUGUST 1, 2011,  
PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING  
INTEREST AT THE RATE 6.000% PER ANNUM, PLUS ANY LATE  
CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S  
FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE  
PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.**

The Notice of Default and original Trustee's Notice of Sale given pursuant thereto stated that the property would be sold on **MAY 5, 2012**, at the hour of **10:00 AM**, in accord with the standard of time established by ORS 187.110, at the front entrance of Klamath County Courthouse, 316 Main Street, City of Klamath Falls, County of Klamath, State of Oregon.

WHEREFORE, notice hereby is given that the undersigned trustee will, on **May 4, 2012**, at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, **at the front entrance of Klamath County Courthouse, 316 Main Street, City of Klamath Falls, County of Klamath, State of Oregon**, sell at public auction to the highest bidder for cash, the interest in the said described real property which the grantor had or had 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. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

#### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 4, 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 listed below. 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 free legal assistance, contact the Oregon State Bar and ask for the Legal Aid Services.

#### **OREGON STATE BAR CONTACT INFORMATION**

Oregon State Bar  
P.O. Box 231935  
Tigard, OR  
97281-1935  
Tel (in Oregon): (800) 452-8260  
Tel (outside Oregon): (503) 620-0222  
E-mail: [info@osbar.org](mailto:info@osbar.org)  
Website: [www.osbar.org](http://www.osbar.org)

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.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Sale status may be accessed at <http://ts.hcmp.com>.

DATED this 12<sup>th</sup> day of January, 2012.

SUCCESSOR TRUSTEE:

  
JULIE B. HAMILTON, Oregon Bar #092650  
c/o Hillis Clark Martin & Peterson, P.S.  
1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

unofficial  
copy

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Tonja D. Smith  
1221 Second Avenue, Suite 500  
Seattle, WA 98101-2925

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Loan #: 311902  
Trustee #: 40016.133/TDS

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

STATE OF WASHINGTON

COUNTY OF KING

} ss.

I, TRACY L. MERRILL, being first duly sworn, state 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 (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Notice Of Sale.

That at the direction and under the supervision of the Successor Trustee, I gave notice of default under the terms of the Deed of Trust identified in the attached Trustee's Notice of Sale by mailing a copy of said Trustee's Notice of Sale by first class mail, and by mailing a copy certified mail with return receipt requested to each of the following named persons as the grantor or any successor in interest in the property described in said Deed of Trust at their respective address, to-wit:

Trevor L. Merrill  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Bonita J. Merrill  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Occupant  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Trevor L. Merrill  
509 E Avenue A

Bonita J. Merrill  
509 W Avenue A

Jerome, ID 83338

Jerome, ID 83338

Additionally, at the direction and under the supervision of the Successor Trustee, I gave notice of the foreclosure in accord with Oregon HB 3630 and Senate Bill 628, by enclosing a copy of the attached Foreclosure Notice and Loan Modification Request Form in the mailings via first class mail and certified mail with return receipt requested, to each of the following named persons:

Trevor L. Merrill  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Bonita J. Merrill  
3151 Emerald Street  
Klamath Falls, Oregon  
97601

Each of the notices so mailed was a true copy of the original Trustee's Notice Of Sale and a true copy of the Foreclosure Notice, said copies were contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on January 12, 2012. Each of the notices was mailed at least 120 days before the day fixed in said Trustee's Notice of Sale by the trustee for the trustee's sale.

Printed Name: Tracy Yi

SUBSCRIBED AND SWORN to before me this 10<sup>th</sup> day of January,  
2012.

Printed Name Tony Smith  
NOTARY PUBLIC in and for the State of Washington,  
residing at King Co  
My Commission Expires 3-22-12

Loan No. 311902  
Trustee No. 40016.133/TDS  
Successor Trustee: Julie B. Hamilton

## TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705, *et seq.* and O.R.S. 79.5010, *et seq.*

Reference is made to that certain trust deed made, executed, and delivered by Trevor L. Merrill and Bonita J. Merrill, as grantor, to Amerititle, as trustee, to secure certain obligations in favor of Eagle Home Mortgage, LLC, a Delaware Limited Liability Company, as beneficiary, dated August 22, 2008, and recorded on August 26, 2008, in the Mortgage records of Klamath County, Oregon, under File No. 2008-012014. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon by assignment of deed of trust recorded on September 15, 2008, in the Mortgage records of Klamath County, Oregon under File No. 2008-012855. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

LOT 5 IN BLOCK 11 OF STEWART ADDITION, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY  
CLERK OF KLAMATH COUNTY, OREGON

A.P.N. : 3909-007BD-07100-000;

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

3151 Emerald Street, Klamath Falls, Oregon 97601

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:

4 Monthly payments of \$909.78 due from 9/1/2011  
through 12/1/11: \$3,639.12

4 Late charges of \$36.39 due on payments past due from  
9/1/2011, through 12/1/11: \$145.56

Additional Late Charge Balance: \$36.17

Sub-Total of Monthly Payments, Late Charges, and  
Advances in arrears: **\$3,820.85**

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 \$127,528.41, AS OF AUGUST 1, 2011,  
PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING  
INTEREST AT THE RATE OF 6.000% PER ANNUM, PLUS ANY LATE  
CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S  
FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE  
PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.

WHEREFORE, notice hereby is given that the undersigned trustee will, on May 5, 2012, at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at the front entrance of Klamath County Courthouse, 316 Main Street, City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash, the interest in the said described real property which the grantor had or had 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. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 5, 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 listed below. 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 free legal assistance, contact the Oregon State Bar and ask for the Legal Aid Services.

#### **OREGON STATE BAR CONTACT INFORMATION**

Oregon State Bar  
P.O. Box 231935  
Tigard, OR  
97281-1935  
Tel (in Oregon): (800) 452-8260  
Tel (outside Oregon): (503) 620-0222  
E-mail: [info@osbar.org](mailto:info@osbar.org)  
Website: [www.osbar.org](http://www.osbar.org)

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.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.**

Sale status may be accessed at <http://ts.hcmp.com>.

DATED this 8th day of January, 2012.

SUCCESSOR TRUSTEE:



JULIE B. HAMILTON, Oregon Bar #092650  
c/o Hillis Clark Martin & Peterson P.S.  
1221 Second Avenue, Suite 500  
Seattle, Washington 98101-2925  
Telephone: (206) 623-1745

Unofficial  
copy

**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:  
3151 Emerald Street, Klamath Falls, Oregon 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 December 15, 2011 to bring your mortgage loan current was \$3,820.85, plus attorneys' fees and costs. 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 1-800-237-3194, and ask for the Loss Mitigation Department 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: HomeStreet Bank, Attn: Loss Mitigation, 601 Union Street, Suite 2000, Seattle, WA 98101.

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

Date and time: May 5, 2012, at 10:00 AM

Place: at the front entrance of Klamath County Courthouse, 316 Main Street, City of Klamath Falls.

**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 Jan Hansen at HomeStreet Bank at 1-800-237-3194 to find out if your lender is willing to 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-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) 452-8260 or you may visit its website at: <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> or contact the Oregon State Bar at the contact information above and ask for the Legal Aid Services.

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 1-800-237-3194. 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>.

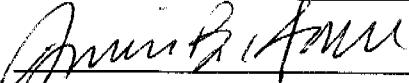
**IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY FEBRUARY 4<sup>th</sup>, 2012 WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.**

**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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Sale status may be accessed at <http://ts.hcmp.com>.

DATED: January 9, 2010

Trustee Name: Julie B. Hamilton, OSB# 092650

Trustee Signature: 

Trustee Telephone Number: (206) 623-1745

*unofficial  
copy*

Loan No. 311902  
Trustee No. 40016.133/Merrill

## LOAN MODIFICATION REQUEST FORM

This Loan Modification Request Form is being provided to you in connection with a notice of sale, pursuant to Oregon Senate Bill 628.

To request a modification of your loan, please complete the Borrower Information section below and **return this Form to your lender no later than February 9, 2013** at the following address:

HomeStreet Bank  
Attn: Jan Hansen  
601 Union Street, Suite 2000  
Seattle, WA 98101

### BORROWER INFORMATION:

Name

Address

City, State, Zip

Phone

Email

Within 45 days after receiving this Form, your lender or your lender's agent will contact you at the address, phone number or email address you provided above to: (a) approve or deny your loan modification request or (b) request additional information to determine whether to modify your loan. Your lender is not obligated to modify your loan and may deny your request for modification. Nothing in this Form constitutes an agreement between you and your lender to modify your loan. The loan documents evidencing and securing your loan embody the final entire agreement between you and your lender, and may only be modified by a written agreement signed by you and your lender.

**FAILURE TO RETURN THIS FORM TO YOUR LENDER BY THE DEADLINE  
STATED ABOVE MAY RESULT IN A DENIAL OF YOUR REQUEST.**

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Tonja D. Smith  
1221 Second Avenue, Suite 500  
Seattle, WA 98101-2925

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**AFFIDAVIT OF NON-MILITARY SERVICE**

STATE OF WASHINGTON

COUNTY OF KING

} ss.

I, Dennis Osborn, the undersigned Affiant, being first duly sworn, state:

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 (18) years and competent to make this affidavit, and that on today's date, that to the best of my knowledge,

Trevor L. Merrill

(Grantor)

and

Bonita J. Merrill

(Grantor)

are not, and neither is, an active member in the Military Service of the United States, or dependants of someone in the military service of the United States, within the meaning of the Servicemembers Civil Relief Act, as amended; that neither person is an active member of the United States Marine Corps, Women's Reserve, or Women's Army Auxiliary Corps or Women's Army Corps (WACS), or Women's Coast Guard Reserve (SPARS), or being educated under the supervision of the United States preliminary to induction into the Military Service or under orders to report for induction under the Selective Training and Service Act of 1940, as amended, or as an active member of the Enlisted Reserve Corps under orders to report for military service of an American Citizen serving with the forces of any nation allied with the United States in the prosecution of a war, or in the Federal Service or active duty as a member of the Army of the United

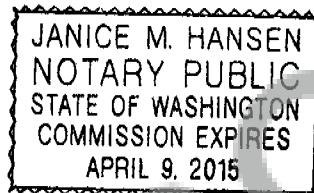
States, or the United States Navy of the Marine Corps, or the Coast Guard, or as an officer of the Public Health Service within the purview of the Servicemembers Civil Relief Act of 1940, as amended.

That this affidavit is made for the purpose of inducing Julie B. Hamilton, of Hillis Clark Martin & Peterson P.S., in Seattle, Washington, as Successor Trustee, without leave of court first obtained, to cause certain property to be sold under the terms of a deed of trust pursuant to the power of sale contained therein.

DATED: April 17, 2012.

By: Janice Hansen  
Representative for Beneficiary

SUBSCRIBED AND SWORN to before me this 17th day of April, 2012.



Janice M. Hansen  
Printed Name Janice M. Hansen

NOTARY PUBLIC in and for the State of Washington,  
residing at Snohomish County  
My Commission Expires 4-9-2015

## 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 **3151 Emerald St. Klamath Falls, OR 97601**

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

**SUBSITUTE 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.

1<sup>st</sup> Attempt: **January 11, 2012** **3:45 PM** **Posted**

2<sup>nd</sup> Attempt: **January 17, 2012** **10:43 AM** **Posted**

3<sup>rd</sup> Attempt: **January 20, 2012** **9:13 AM** **Posted**

**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 **January 20, 2012**, 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*

---

**3151 Emerald St. Klamath Falls, OR 97601**

### 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.

**DATE OF SERVICE** **January 11, 2012**

**TIME OF SERVICE** **3:45 PM**

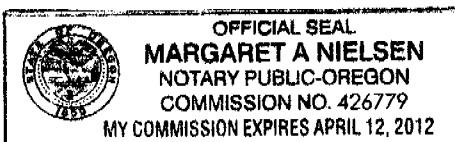
or non occupancy

By: *Robert W. Bolenbaugh*  
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 31 day of January, 2012.

*Margaret A. Nielsen*

Notary Public for Oregon



## 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 AMENDED NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **3151 Emerald St. Klamath Falls, OR 97601**

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

**SUBSITUTE 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.

1<sup>st</sup> Attempt: **January 13, 2012** 7:00 PM **POSTED**

2<sup>nd</sup> Attempt: **February 17, 2012** 10:43 AM **POSTED**

3<sup>rd</sup> Attempt: **February 20, 2012** 9:13 AM **POSTED**

**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 **January 20, 2012**, 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*

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**3151 Emerald St. Klamath Falls, OR 97601**

### 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.

January 13, 2012

7:00 PM

### DATE OF SERVICE

### TIME OF SERVICE

or non occupancy

*[Signature]*  
By:

ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 7 day of February, 2012.



*Margaret A. Nielsen*  
Notary Public for Oregon

**PROOF OF SERVICE**  
TRUSTEE'S AMENDED NOTICE OF SALE

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- AMENDED

FOR THE WITHIN NAMED: Occupants of 3151 Emerald St. Klamath Falls, OR 97601

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

**SUBSITUTE 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.

1<sup>st</sup> Attempt: January 11, 2012 3:45 PM Posted

2<sup>nd</sup> Attempt: January 17, 2012 10:43 AM Posted

3<sup>rd</sup> Attempt: January 20, 2012 9:13 AM Posted

**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 January 20, 2012, 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

**3151 Emerald St. Klamath Falls, OR 97601**

## 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.

January 11, 2012

3:45 PM

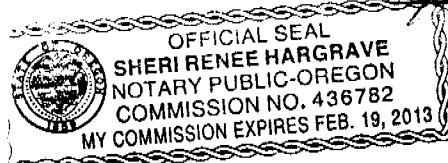
**DATE OF SERVICE**

or non-occupancy

Bvz

ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 20 day of January, 2012.



## Notary Public for Oregon

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Tonja D. Smith  
1221 Second Avenue, Suite 500  
Seattle, WA 98101-2925

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**AFFIDAVIT OF MAILING NOTICE OF INTENT TO REMOVE OCCUPANTS  
PURSUANT TO TRUSTEE'S SALE**

STATE OF WASHINGTON

COUNTY OF KING

} ss.

I, Gina C. Pan, being first duly sworn, state 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 (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Notice Of Sale.

That at the direction and under the supervision of the Successor Trustee, I mailed a true copy of the Trustee's Notice of Sale by First Class Mail, Regular and Certified, Return-Receipt Requested, postage pre-paid, together with an original Notice of Intent to Remove, to the Occupants, at:

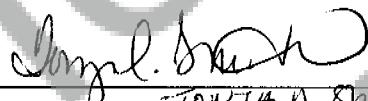
3151 Emerald Street, Klamath Falls, Oregon 97601.

Each of the Trustee's Notices of Sale so mailed was a true copy of the original, accompanied by the original Notice of Intent to Remove, each set of copies was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on April 4, 2012. Each of the notices was mailed after the original Notice of Default and Election to Sell was recorded and at least 20 days before the day fixed in the Trustee's Notice of Sale by the trustee for the trustee's sale.

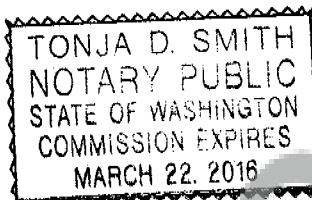


Printed Name: Gina C. Pan

SUBSCRIBED AND SWORN to before me this 14 day of March,  
2012.



Printed Name: TONJA D. SMITH  
NOTARY PUBLIC in and for the State of Washington,  
residing at KING Ctr  
My Commission Expires 3-22-16



April 4, 2012

*Via Regular and Certified Mail,  
Return Receipt Requested*

Occupant(s)  
3151 Emerald Street  
Klamath Falls, Oregon 97601

**Certified Article Number**

7160 3901 9848 9984 2143

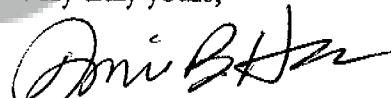
**SENDERS RECORD**Re: *Trust Deed Foreclosure**Beneficiary: Oregon Housing and Community Services Department**Property Address: 3151 Emerald Street, Klamath Falls, Oregon 97601****Notice of Intent To Remove***

Dear Occupant(s):

The house in which you are presently residing is being foreclosed non-judicially pursuant to the ORS 86.705, *et seq.* Accordingly, we are required by statute to provide you notice of the beneficiary's intent to remove persons holding possession of the premises under an interest created voluntarily by the grantor or their successor. Enclosed is a trustee's amended notice of sale which indicates a sale date of May 4, 2012, at 10:00 AM, at the front entrance of Klamath County Courthouse, 316 Main Street, City of Klamath Falls, County of Klamath, State of Oregon. Provided that (i) you are the grantor or its successor (i.e., the current owner), (ii) the loan obligation is not reinstated before this sale date, (iii) the trustee's sale occurs, and (iv) Oregon Housing and Community Services Department is the successful purchaser at the sale, then you will be asked to vacate the property by the tenth day following the sale.

If you are a tenant, you may have certain rights afforded to you that may grant you additional time pursuant to *The Protecting Tenants at Foreclosure Act of 2009*, PUB. L. No. 111-22 § 702-703 (2009). You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.

Very truly yours,

  
Julie B. Hamilton

JBH:gcp  
Enclosure  
cc: HomeStreet Bank

40016.133/TDS

# 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#14101 SALE MERRILL #40016.133

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:

03/21/2012 03/28/2012 04/04/2012 04/11/2012

Total Cost: \$3121.12

Subscribed and sworn by Jeanine P. Day before me on:  
11th day of April in the year of 2012

Debra A. Gribble  
Notary Public of Oregon  
My commission expires on May 15, 2012



Loan #311302, Trustee #40016.133/TDS  
Successor Trustee: Julie B. Hamilton

## TRUSTEE'S AMENDED NOTICE OF SALE Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79.5010, et seq.

Reference is made to that certain trust deed made, executed, and delivered by Trevor L. Merrill and Bonita J. Merrill, as grantor, to Amerititle, as trustee, to secure certain obligations in favor of Eagle Home Mortgage, LLC, a Delaware Limited Liability Company, as beneficiary, dated August 22, 2008, and recorded on August 26, 2008, in the Mortgage records of Klamath County, Oregon, under File No. 2008-012014. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon by assignment of deed of trust recorded on September 15, 2008, in the Mortgage records of Klamath County, Oregon under File No. 2008-012855. Said Trust Deed encumbers the following real property situated in said county and state, to wit: LOT 5 IN BLOCK 11 OF STEWART ADDITION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, A.P.N. : 3909-007BD-07100-000.

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

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 foreclosure is made is grantor's failure to pay when due the following sums:

4. Monthly payment of \$909.78 due 9/1/11 through 12/1/11: \$3,639.12; 4. Late Charges of \$36.39, due on each payment not paid within 15 days of its due date, for monthly payment due on 9/1/11 through 12/1/11: \$145.56; Additional Late Charge Below: \$3,820.85  
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 **\$127,526.41**, AS OF **AUGUST 1, 2011**, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE 6.000% PER ANNUM, PLUS ANY LATE CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.

The Notice of Default and original Trustee's Notice of Sale given pursuant thereto stated that the property would be sold on **MAY 5, 2012**, at the hour of **10:00 AM**, in accord with the standard of time established by ORS 187.110, at the front entrance of Klamath County Courthouse, 316 Main Street, City of Klamath Falls, County of Klamath, State of Oregon.

WHEREFORE, notice hereby is given that the undersigned trustee will, on **May 4, 2012**, at the hour of **10:00 AM**, in accord with the standard of time established by ORS 187.110, at the front entrance of **Klamath County Courthouse, 316 Main Street, City of Klamath Falls**, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash, the interest in the said described real property which the grantor had or had 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. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

#### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 4, 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 listed below. 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 free legal assistance, contact the Oregon State Bar and ask for the Legal Aid Services.

#### **OREGON STATE BAR CONTACT INFORMATION**

Oregon State Bar, P.O. Box 231935, Tigard, OR 97281-1935, Tel (in Oregon): (800) 452-8260, Tel (outside Oregon): (503) 620-0222, E-mail: [info@osbar.org](mailto:info@osbar.org), Website: [www.osbar.org](http://www.osbar.org)

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.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Sale status may be accessed at <http://ts.hcmp.com>.

DATED this 12th day of January, 2012.

SUCCESSOR TRUSTEE: /s/JULIE B. HAMILTON, Oregon Bar #092650  
c/o Hillis Clark Martin & Peterson, P.S., 1221 Second Avenue, Suite 500, Seattle, Washington 98101-2925,  
Telephone: (206) 623-1745  
#14101 March 21, 28, April 04, 11, 2012.

*When Recorded Return to:*

**HILLIS CLARK MARTIN & PETERSON P.S.**

Attn: Tonja D. Smith  
1221 Second Avenue, Suite 500  
Seattle, WA 98101-2925

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Loan #: 311902  
Trustee #: 40016.133/TDS

**AFFIDAVIT OF COMPLIANCE WITH OREGON ORS § 86.750(5)**

**Original Loan Amount:** \$132,586

**Borrower Name(s):** Trevor L. Merrill and Bonita J. Merrill

**Property Address:** 3151 Emerald Street, Klamath Falls, Oregon 97601

The undersigned is an employee of the Beneficiary of the trust deed securing the above-referenced loan or of its authorized agent, at least 18 years of age and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and avers, under the penalty of perjury, that the following selected paragraph(s) is/are true and correct (select all that apply):

**No Request for Meeting or Loan Modification Received.** No request for a meeting or loan modification was received from Borrower.

**Meeting Requested But Borrower Unavailable to Schedule Meeting.** Borrower requested a meeting within 30 days of the date the Trustee signed the notice required by Section 20, Chapter 19, Oregon Laws 2008 ("Law") and sent the required Loan Modification Request Form to Beneficiary or its agent. The Beneficiary or Beneficiary's authorized agent attempted to contact the Borrower by the methods contemplated by Law within 45 days of receiving the loan modification request. Borrower did not respond within 7 days of attempted contact. Accordingly, no meeting was required and no meeting occurred.

**Meeting occurred.** Borrower requested a meeting by telephone or in person within 30 days of the date the trustee signed the notice required by Law and sent the required Loan Modification Request Form to Beneficiary or its agent. The

Beneficiary or Beneficiary's authorized agent contacted Borrower by the methods allowed by Law to schedule a meeting. A meeting was scheduled and took place between Borrower and a representative of the Beneficiary or Beneficiary's agent – authorized to modify the loan or able to obtain authority to modify the loan – prior to the Beneficiary determining whether or not to grant Borrower's request for a loan modification.

- [ ] **Loan Modification Requested. Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification within 30 days of the date the Trustee signed the notice required by Law and sent the Loan Modification Request Form to Beneficiary. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information provided by Borrower, the Beneficiary or Beneficiary's agent determined that Borrower is ineligible for a loan modification. Within 45 days of the beneficiary's receipt of Borrower's Loan Modification Request Form, the Beneficiary or Beneficiary's authorized agent notified Borrower that Borrower is ineligible for a loan modification.
- [ ] **Loan Modification Requested. After Evaluation, Request Denied.** Borrower requested a loan modification within 30 days of the date the Trustee signed the notice required by Law and sent the Loan Modification Request Form to Beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the Beneficiary's receipt of Borrower's Loan Modification Request Form, the Beneficiary or Beneficiary's authorized agent notified Borrower that Borrower's request for a loan modification was denied.
- [ ] **Loan Modification Requested. After Evaluation, Request Denied, But Other Loss Mitigation Opportunities Offered.** Borrower requested a loan modification within 30 days of the date the Trustee signed the notice required by Law and sent the Loan Modification Request Form to Beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the Beneficiary's receipt of Borrower's Loan Modification Request Form, the Beneficiary or Beneficiary's authorized agent notified Borrower that Borrower's request for a loan modification was denied. However, other loss mitigation accommodations were offered to borrower.
- [ ] **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Borrower requested a loan modification within 30 days of the date the Trustee signed the notice required by Law and sent the Loan Modification Request Form to Beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt, but Borrower, despite one or more additional requests from Beneficiary or its agent,

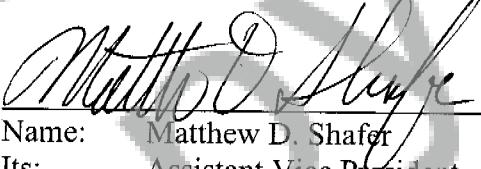
failed to provide sufficient information to enable Beneficiary to determine in good faith whether Borrower is eligible for a loan modification. Accordingly, within 45 days of the Beneficiary's receipt of Borrower's Loan Modification Request Form, the Beneficiary or Beneficiary's authorized agent notified Borrower that Borrower's request for a loan modification was denied.

**Loan Modification Requested. Request Denied.** The Beneficiary or Beneficiary's agent provided Borrower with a written notification explaining how the Beneficiary or the Beneficiary's agent calculated that the grantor was not eligible for loan modification.

**Other (Specify):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATED this 17th day of April, 2012.

**HOMESTREET BANK**

By: 

Name: Matthew D. Shafer

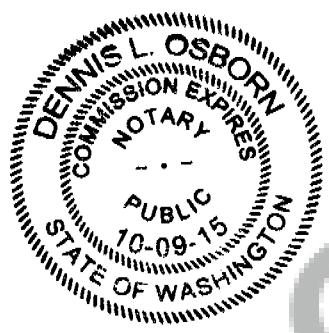
Its: Assistant Vice President

Agent for Beneficiary

STATE OF WASHINGTON }  
COUNTY OF KING } ss.

On this day personally appeared before me Matthew D. Shafer, to me known to be the Assistant Vice President of HomeStreet Bank, the Washington state chartered savings bank that executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 17th day of April, 2012.



Printed Name Dennis L. Osborn

NOTARY PUBLIC in and for the State of Washington,  
residing at Snohomish County

My Commission Expires 10-9-2015