

WTC 92537

2012-004737

Klamath County, Oregon



00117687201200047370230239

05/04/2012 03:31:30 PM

Fee: \$162.00

# RECORDING COVER SHEET

Any errors in this cover sheet DO NOT affect the transactions(s) contained in the instrument itself.

## AFTER RECORDING RETURN TO:

*Title One  
Trust Services Department  
968 E Riverside Dr Suite 100  
Eagle, Idaho 83616*

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING ADDRESS (only for instruments conveying or contracting to convey fee title to any real estate):

## NAME(S) OF TRANSACTION(S):

*Ben Ives and Jolynn Ives - Affidavit of Mailing, Posting, Publication  
Trustee's Aff of Compliance  
Lender's Aff of Compliance*

## GRANTOR (DIRECT) or CLAIMANT (PLAINTIFF) OWNER

*Carmen McTadden, 424 Kelly, Gresham, OR 97030*

## GRANTEE (INDIRECT) or DEBTOR (DEFENDANT) SECURITY INTEREST HOLDER

*Ben Ives and Jolynn Ives, 11542 Burlwood Drive, La Pine, OR  
Reference: 2008-003638 97739*

TRUE AND ACTUAL CONSIDERATION PAID (only for instruments conveying or contracting to convey fee title to any real estate):

\$ 278,400.00

THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALITIES, INTEREST AND OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED (for instruments to be recorded in Lien Records):

\$

1574md

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


I, Cameron McFaddan, the undersigned, being first duly sworn, deposes and says that I am a citizen of the United States, over eighteen (18) years of age, a resident of Ada County, State of Idaho, and not a party to the proceedings referred to in the attached Trustee's Notice of Sale; and that my business address is 424 Kelly, Gresham, OR 97030.

In accordance with ORS 86.785 and ORS 86.710, I served a copy of said attached Trustee's Notice of Sale by placing said copies in an envelope which was then sealed and postage fully prepaid thereof for registered and/or certified mail, return receipt requested, and first class mail, and was deposited in a United States Post Office in Eagle, Idaho, on February 13, 2012 addressed to the following:

**See Attached Exhibit**

Each notice was mailed after the date that the Notice of Default described in said Trustee's Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

Dated: May 3, 2012

  
Cameron McFaddan

State of Idaho  
County of Ada

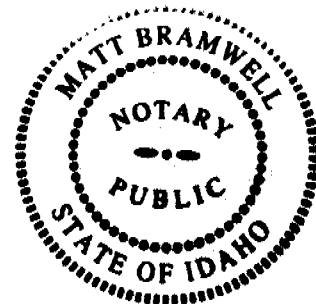
On this 3<sup>rd</sup> day of May, 2012, before me, the undersigned a Notary Public in and for said state personally appeared Cameron McFaddan, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.



Notary Public

Residing at: \_\_\_\_\_

My commission expires on: \_\_\_\_\_



RESIDING IN: MERIDIAN, IDAHO  
COMMISSION EXPIRES: 5/11/12

TITLEONE CORPORATION  
CERTIFIED MAILING ADDRESSES  
FILE NO.: 11201434

Ben C. Ives  
11548 Burlwood Drive  
LaPine, OR 97739

Jolynn C. Ives  
11548 Burlwood Drive  
LaPine, OR 97739

Current Occupants  
11548 Burlwood Drive  
LaPine, OR 97739

Klamath County Circuit Court  
316 Main Street  
Klamath Falls, OR 97601

NTC 92537

2012-001359

Klamath County, Oregon



00113642201200013590030034

02/06/2012 03:32:10 PM

Fee: \$47.00

## 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.

2012-002220

Klamath County, Oregon



00114677201200022200040040

03/01/2012 11:28:16 AM

Fee: \$52.00

### After Recording, Return To:

TitleOne

Trust Services Department

868 E Riverside Drive, Suite 100

Eagle, Idaho 83616

### 1. Name(s) of the Transaction(s):

Ben Ives and Jolynn Ives – Notice of Default

### 2. Grantor and address:

Cameron McFaddan, 424 Kelly, Gresham, OR 97030

### 3. Grantee and address:

Ben Ives and Jolynn Ives, 11548 Burlwood Drive, LaPine, OR 97739

Reference: 2008-003638

### 4. True and Actual Consideration:

4. Loan amount \$278,400

RERECORDED TO TO ADD LEGAL DESCRIPTION. PREVIOUSLY RECORDED IN 2012-001359.

52 Amt

Order No.: 11201434  
23019160 / 0092537 / Ives

### NOTICE OF DEFAULT AND ELECTION TO SELL

A default has occurred under the terms of a trust deed made by **Ben Ives and Jolynn Ives, husband and wife**, as Grantor(s), to Cameron McFaddan, as Successor Trustee, in favor of **Community First Bank**, as Beneficiary, dated **March 19, 2008**, recorded **March 24, 2008**, as Instrument No. **2008-003638**, and assigned to, by assignment recorded 2/6/2012, as Instrument No. 2012-001357, in the mortgage records of **Klamath County, Oregon**, to wit:

Commonly known as: **11548 Burlwood Drive, La Pine, OR 97739**

Cameron McFaddan, Successor Trustee, hereby certifies that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735 (4).

There is a default by the grantor or other person owing an obligation, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision; the default for which foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments from August 15, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

The Principal Balance is **\$278,400.00**, together with interest thereon at the rate of 6% per annum as of December 30, 2011. All amounts are now due together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, title expense, and costs incurred herein by reason of said default; any further sums advanced by the beneficiary to protect the security of the real property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Said sale will be held at the hour of **10:00 am**, in accordance with the standard time established by ORS 187.110 on **June 19, 2012**, at the following place: **In the lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601**, in the City of **Klamath Falls**, County of **Klamath**, state of **Oregon**, which is the hour, date and place last set for said sale.

Notice is further given that reinstatement or pay off quotes requested pursuant to ORS 86.745 must be timely communicated in a written request that complies with that statute, addressed to the trustee either by personal delivery to the trustee's physical office located at 424 Kelly, Gresham, OR 97030, or by first class mail or by certified mail, return receipt requested. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. The lender's bid information is also available at the trustee's website, [www.titleonecorp.com](http://www.titleonecorp.com).

Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary 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 fees and attorney 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.

Exhibit "A"

Lot 6 in Block 2 of TRACT 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.


The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

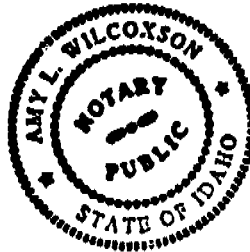
Dated: 2-2-12

  
By: Cameron McFaddan, Successor  
Trustee

State of Idaho  
County of Ada

On this 2nd day of February, 2012, before me, the undersigned a Notary Public in and for said state personally appeared Cameron McFaddan, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.  
IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

  
Notary Public  
Commission Expires: January 11, 2013



Order No.: 11201434  
23019160 / 0092537 / Ives

### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by **Ben Ives and Jolynn Ives, husband and wife**, as grantor, to Cameron McFaddan, as successor Trustee, in favor of **Community First Bank**, as Beneficiary, dated **March 19, 2008**, recorded **March 24, 2008**, as Instrument No. **2008-003638**, and assigned to, as Beneficiary, by assignment recorded February 16, 2012, as Instrument No. 2012-001357, in the mortgage records of **Klamath County, Oregon**, covering the following described real property situated in said county and state, to wit:

**Lot 6 in Block 2 of TRACT 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

The property address of: **11548 Burlwood Drive, La Pine, OR 97739**, is sometimes associated with said real property.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the 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: monthly payments beginning **August 15, 2011**; plus late charges of **\$200.00**, and all subsequent monthly payments of principal, interest, late charges and any miscellaneous fees thereafter. The Principal Balance is **\$278,400.00**, the current interest rate is **6%** per annum, as of **December 30, 2011**. All amounts are now due together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, title expense, and costs incurred herein by reason of said default; any further sums advanced by the beneficiary to protect the security of the real property and its interest therein; and prepayment penalties/premiums, if applicable. WHEREFORE, notice hereby is given that the undersigned trustee will on **June 19, 2012** at the hour of **10:00 am** in accord with the standard of time established by ORS 187.110, at the following place: **in the lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601**, in the City of **Klamath Falls**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee either by personal delivery to the trustee's physical office located at 424 Kelly, Gresham, OR 97030, or by first class mail or by certified mail, return receipt requested. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, [www.titleonecorp.com](http://www.titleonecorp.com). 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. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents. In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while this property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

You may access sale status at [www.titleonecorp.com](http://www.titleonecorp.com). For further information, please contact: Cameron McFaddan, McFaddan Companies, LLC, 424 Kelly, Gresham, OR 97030, 1-800-759-0339.



## NOTICE TO TENANTS:

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is **5/21/2012**. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.


You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar Association, toll free in Oregon (800) 452-8260, and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

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The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: 2-2-12

  
By: Cameron McFaddan, Successor  
Trustee

# **AFFIDAVIT OF SERVICE**

## **Trustee's Notice of Sale and Notice of Default and Election to Sell**

Case Number: 11201434

Beneficiary:

**COMMUNITY FIRST BANK**

vs.

Grantor:

**BEN IVES and JOLYNN IVES**

For:

Cameron McFadden

**CAMERON MCFADDEN**

424 Kelly

Gresham, OR 97030



2012002308

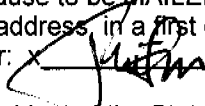
Received by Tri County Process Serving, LLC to be served on **OCCUPANTS, 11548 BURLWOOD DRIVE, LAPINE, OR 97739.**

I, Robert Donahou, being duly sworn, depose and say that on the **19th day of February, 2012** at **3:48 pm**, I:

**I made service of a Trustee's Notice of Sale and Notice of Default and Election to Sell upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon OCCUPANT at the following Property Address:**

**11548 BURLWOOD DRIVE, LAPINE, OR 97739**

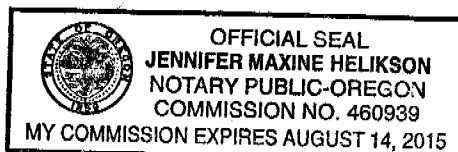
**By delivering such copy, PERSONALLY and in person to JERRY LYNCH as OCCUPANT at the above property address on 2/19/2012.**

Proof of Mailing: I do hereby certify that on **2/20/2012** I did cause to be MAILED a copy of the Trustee's Notice of Sale and Notice of Default and Election to Sell, to the above address, in a first class, postage paid, sealed envelope to OCCUPANTS. If mailed by other than the server: 

I certify that I am a competent person, over the age of 18, a resident of the State of Oregon, not a party or an officer, director, or employee of, nor an attorney for any party, corporate or otherwise.

Subscribed and Sworn to before me on the 27th day of February, 2012 by the affiant who is personally known or identified to me.

  
NOTARY PUBLIC



  
Robert Donahou  
Process Server

**Tri County Process Serving, LLC**  
**P.O. Box 1224**  
**Boise, ID 83701**  
**(800) 473-3454**

Our Job Serial Number: HEL-2012002308  
Ref: 115565

# ORIGINAL

**Order No.: 11201434**  
**23019160 / 0092537 / Ives**

### **TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain trust deed made by **Ben Ives and Jolynn Ives, husband and wife**, as grantor, to Cameron McFaddan, as successor Trustee, in favor of **Community First Bank**, as Beneficiary, dated **March 19, 2008**, recorded **March 24, 2008**, as Instrument No. **2008-003638**, and assigned to, as Beneficiary, by assignment recorded **February 6, 2012**, as Instrument No. **2012-001357**, in the mortgage records of **Klamath County, Oregon**, covering the following described real property situated in said county and state, to wit:

**Lot 6 in Block 2 of TRACT 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

The property address of: **11548 Burlwood Drive, La Pine, OR 97739**, is sometimes associated with said real property.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the 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: monthly payments beginning **August 15, 2011**; plus late charges of **\$200.00**, and all subsequent monthly payments of principal, interest, late charges and any miscellaneous fees thereafter. The Principal Balance is **\$278,400.00**, the current interest rate is **6%** per annum, as of **December 30, 2011**. All amounts are now due together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, title expense, and costs incurred herein by reason of said default; any further sums advanced by the beneficiary to protect the security of the real property and its interest therein; and prepayment penalties/premiums, if applicable. WHEREFORE, notice hereby is given that the undersigned trustee will on **June 19, 2012** at the hour of **10:00 am** in accord with the standard of time established by ORS 187.110, at the following place: **in the lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601**, in the City of **Klamath Falls**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee either by personal delivery to the trustee's physical office located at 424 Kelly, Gresham, OR 97030, or by first class mail or by certified mail, return receipt requested. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, [www.titleonecorp.com](http://www.titleonecorp.com). 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. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents. In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while this property is in default.

NOTICE TO TENANTS:

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is **5/21/2012**. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar Association, toll free in Oregon (800) 452-8260, and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

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The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: February 2, 2012

**By: Cameron McFaddan, Successor  
Trustee**

Order No.: 11201434  
23019160 / 0092537 / Ives

### NOTICE OF DEFAULT AND ELECTION TO SELL

A default has occurred under the terms of a trust deed made by **Ben Ives and Jolynn Ives, husband and wife**, as Grantor(s), to **Cameron McFadden**, as Successor Trustee, in favor of **Community First Bank**, as Beneficiary, dated **March 19, 2008**, recorded **March 24, 2008**, as Instrument No. **2008-003638**, and assigned to, by assignment recorded 2/6/2012, as Instrument No. 2012-001357, in the mortgage records of **Klamath County, Oregon**, to wit:

Commonly known as: **11548 Burlwood Drive, La Pine, OR 97739**

Cameron McFadden, Successor Trustee, hereby certifies that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735 (4).

There is a default by the grantor or other person owing an obligation, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision; the default for which foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments from August 15, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

The Principal Balance is **\$278,400.00**, together with interest thereon at the rate of **6%** per annum as of December 30, 2011. All amounts are now due together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, title expense, and costs incurred herein by reason of said default; any further sums advanced by the beneficiary to protect the security of the real property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to ORS 86.705 to 86.796, and to cause to be sold at public auction to the highest bidder for cash the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Said sale will be held at the hour of **10:00 am**, in accordance with the standard time established by ORS 187.110 on **June 19, 2012**, at the following place: **In the lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601**, in the City of **Klamath Falls**, County of **Klamath**, state of **Oregon**, which is the hour, date and place last set for said sale.

Notice is further given that reinstatement or pay off quotes requested pursuant to ORS 86.745 must be timely communicated in a written request that complies with that statute, addressed to the trustee either by personal delivery to the trustee's physical office located at **424 Kelly, Gresham, OR 97030**, or by first class mail or by certified mail, return receipt requested. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. The lender's bid information is also available at the trustee's website, [www.titleonecorp.com](http://www.titleonecorp.com).

Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary 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 fees and attorney 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.

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

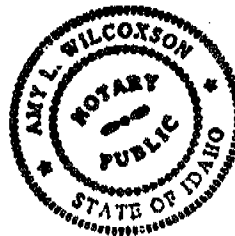
Dated: 2-2-12

  
By: **Cameron McFadden, Successor  
Trustee**

State of Idaho  
County of Ada

On this 2nd day of February, 2012, before me, the undersigned a Notary Public in and for said state personally appeared Cameron McFadden, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.  
IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.

  
Notary Public  
Commission Expires: January 11, 2013



NTC 92537

2012-001359

Klamath County, Oregon

00113842201200013590030034

02/06/2012 03:32:10 PM

Fee: \$47.00

**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:**

TitleOne  
Trust Services Department  
868 E Riverside Drive, Suite 100  
Eagle, Idaho 83616

**1. Name(s) of the Transaction(s):**

Ben Ives and Jolynn Ives – Notice of Default

**2. Grantor and address:**

Cameron McFadden, 424 Kelly, Gresham, OR 97030

**3. Grantee and address:**

Ben Ives and Jolynn Ives, 11548 Burlwood Drive, LaPine, OR 97739  
Reference: 2008-003638

**4. True and Actual Consideration:**

4. Loan amount \$278,400

LITAMT

**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#14040 SALE IVES

ORDER NO.: 11201434 23019

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:

02/17/2012 02/24/2012 03/02/2012 03/09/2012

Total Cost: \$1749.44

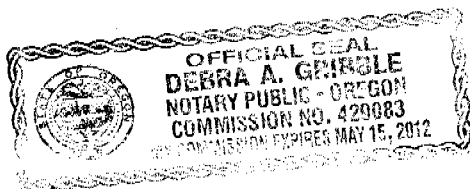
*Jeanine P Day*

Subscribed and sworn by Jeanine P Day before me on:  
9th day of March in the year of 2012

*Debra A Gubbe*

Notary Public of Oregon

My commission expires on May 15, 2012



Order No.: 11201434  
23019160 / 0092537 / Ives

**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain trust deed made by **Ben Ives and Jolynn Ives, husband and wife**, as grantor, to Cameron McFadden, as successor Trustee, in favor of **Community First Bank**, as Beneficiary, dated **March 19, 2008**, recorded **March 24, 2008**, as Instrument No. **2008-003638**, and assigned to , as Beneficiary, by assignment recorded **February 6, 2012**, as Instrument No. **2012-001357**, in the mortgage records of **Klamath County, Oregon**, covering the following described real property situated in said county and state, to wit:

**Lot 6 in Block 2 of TRACT 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

The property address of: **11548 Burlwood Drive, La Pine, OR 97739**, is sometimes associated with said real property.

~~Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the 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: monthly payments beginning **August 15, 2011**; plus late charges of **\$200.00**, and all subsequent monthly payments of principal, interest, late charges and any miscellaneous fees thereafter. The Principal Balance is **\$278,400.00**, the current interest rate is **6%** per annum, as of **December 30, 2011**. All amounts are now due together with unpaid and accruing taxes, assessments, trustee's fees, attorney's fees, title expense, and costs incurred herein by reason of said default; any further sums advanced by the beneficiary to protect the security of the real property and its interest therein; and prepayment penalties/premiums, if applicable.~~

WHEREFORE, notice hereby is given that the undersigned trustee will on **June 19, 2012** at the hour of **10:00 am** in accord with the standard of time established by ORS 187.110, at the following place: in the lobby of the **Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601**, in the City of **Klamath Falls, County of Klamath, State of Oregon**, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee either by personal delivery to the trustee's physical office located at 424 Kelly, Gresham, OR 97030, or by first class mail or by certified mail, return receipt requested. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, [www.titleonecorp.com](http://www.titleonecorp.com). 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. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.



In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while this property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

You may access sale status at [www.titleonecorp.com](http://www.titleonecorp.com). For further information, please contact: Cameron McFaddan, McFaddan Companies, LLC, 424 Kelly, Gresham, OR 97030, 1-800-759-0339.

#### **NOTICE TO TENANTS:**

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is **5/21/2012**. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar Association, toll free in Oregon (800) 452-8260, and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: February 2, 2012

By: **Cameron McFaddan, Successor Trustee**

#14040 February 17, 24, March 02, 09, 2012.

**TRUSTEE'S AFFIDAVIT OF COMPLIANCE WITH ORS 86.737**

I, Cameron McFaddan, the undersigned, being first duly sworn, deposes and says that I am a citizen of the United States, over eighteen (18) years of age, a resident of Ada County, State of Idaho, and not a party to the proceedings referred to in the attached notice; and that my business address is 424 Kelly, Gresham, OR 97030.

I am the successor trustee in under that certain trust deed executed by Ben Ives and Jolynn Ives, husband and wife, as grantor(s) to TitleOne, as trustee, and Home Federal Bank, as beneficiary, recorded March 24, 2008, as Instrument No. 2008-003638, in the mortgage records of Klamath County, OR, covering the following described real property situated in said county:

**Lot 6 in Block 2 of TRACT 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

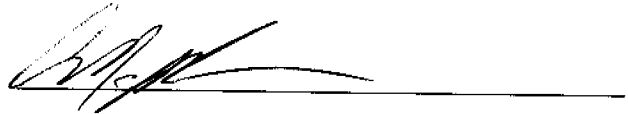
The property address of: **11548 Burlwood Drive, La Pine, OR 97739**, is sometimes associated with said real property.

In accordance with the requirements of sections 20 & 21 of Chapter 19, Oregon Laws 2008 (Amending and/or supplementing ORS 86.705 to ORS 86.795), I gave a copy of said attached notice of risk of loss and loan modification request form by placing said copies in an envelope which was then sealed and postage fully prepaid thereof for registered and/or certified mail, return receipt requested, and first class mail, and was deposited in a United States Post Office in Eagle, Idaho, on 2/13/2012 addressed to the following:

**See Attached Exhibit**

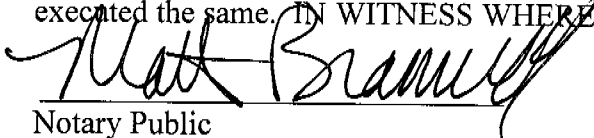
Each notice was mailed after the date that the Notice of Default described in said Trustee's Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

Dated: March 22, 2012

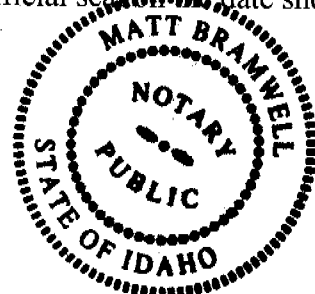


State of Idaho  
County of Ada

On this 23rd day of March, 2012, before me, the undersigned a Notary Public in and for said state personally appeared Cameron McFaddan, known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same. IN WITNESS WHEREOF I have set my hand and official seal on the date shown above.



Notary Public  
Residing at: \_\_\_\_\_  
My commission expires on: \_\_\_\_\_



RESIDING IN: MERIDIAN, IDAHO  
COMMISSION EXPIRES: 5/11/12

TITLEONE CORPORATION  
CERTIFIED MAILING ADDRESSES  
FILE NO.: 11201434

Ben C. Ives  
11548 Burlwood Drive  
LaPine, OR 97739

Jolynn C. Ives  
11548 Burlwood Drive  
LaPine, OR 97739

Current Occupants  
11548 Burlwood Drive  
LaPine, OR 97739

Klamath County Circuit Court  
316 Main Street  
Klamath Falls, OR 97601

## **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 11548 Burlwood Drive, La Pine, OR 97739.

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 30, 2011 to pay off your mortgage loan was \$287,419.12. 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 1-800-871-9505 Ext 5101, Rose Lilly 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: **Home Federal Bank, Attn: Loss Mitigation Department, P.O. Box 190, Nampa, Idaho 83653.**

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

Date and time: **June 19, 2012 at 10:00 am**

Place: **in the lobby of the Klamath County Courthouse, 316 Main Street,  
Klamath Falls, Oregon 97601**

### **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 **1-800-SAFENET (1-800-723-3638)**. 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 **1-800-452-7636**, or you may visit its website at: [www.osbar.org](http://www.osbar.org) . Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org> .

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 1-800-871-9505 Ext 5101, Rose Lilly. 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: **1-800-SAFENET (1-800-723-3638)**. 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 3/21/2012, WHICH IS AT LEAST 30 DAYS AFTER THE DATE SHOWN BELOW.**

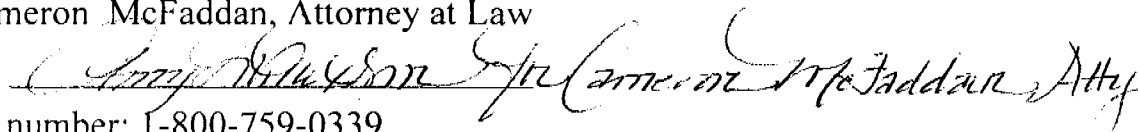
**WARNING:** You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: 02/10/2012

Trustee name: Cameron McFaddan, Attorney at Law

Trustee signature:

Trustee telephone number: 1-800-759-0339

A handwritten signature in cursive script that reads "Cameron McFaddan Atty". The signature is written over a horizontal line.

**AFFIDAVIT OF COMPLIANCE WITH ORS SB 628 (2009)**

COMES NOW Kittie Shervik, being first duly sworn, deposes and says:

- 1) I am the employee of the beneficiary or of their authorized agent under that certain trust deed executed by Ben Ives and Jolynn Ives, husband and wife, as grantor(s) to TitleOne, as trustee, and, Community First Bank as beneficiary, recorded March 24, 2008, as Instrument No. 2008-003638 and assigned to Home Federal Bank by Assignment recorded February 6, 2012, as Instrument No. 2012-001357, in the mortgage records of Klamath County, Oregon, covering the following described real property situated in said county:

**Lot 6 in Block 2 of TRACT 1060, SUN FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

The property address of: **11548 Burlwood Drive, La Pine, OR 97739**, is sometimes associated with said real property.

- 2) I am 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, not a party to the proceedings referred to in the attached notice; represent that the following selected paragraphs is/are true and correct pursuant to the requirements under Section 10, Chapter 19, Oregon Laws 2008.
- ☒ **No request for meeting or loan modification received.** Neither the beneficiary nor its agent received the required Loan Modification Request Form from the borrower that was sent by the Trustee within 30 days of the date the Trustee signed the notice.
- ☐ **Meeting requested, no meeting scheduled, lender unable to contact borrower.** Borrower requested a meeting within 30 days of the date the Trustee signed the notice 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 within 45 days of receiving the loan modification request. Borrower did not respond within 7 days of attempted contact. Therefore, 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 contact 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, prior to the beneficiary determining whether or not to grant borrower's request for a loan modification.
- ☐ **Loan modification requested, but it was determined the borrower was ineligible, therefore request was 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 and it was determined that the borrower was ineligible for a loan modification. The beneficiary or beneficiary's agent notified the borrower within 45 days.
- ☐ **Loan modification requested and after evaluated, borrower was 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. The beneficiary or beneficiary's agent notified the borrower within 45 days that borrower's request for a loan modification was denied.

- [ ] **Loan modification requested, borrower approved for modification but subsequently defaulted.** 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. The beneficiary or beneficiary's authorized agent notified the borrower within 45 days that borrower's request for modification was approved. However, borrower failed to return the executed modification agreement, required down payment, or failed to timely make the payment(s) under the terms of the agreement.
- [ ] **Loan modification requested but borrower failed to provide required information, therefore, request for modification was 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 failed to provide required information to enable the beneficiary to determine eligibility. Accordingly, the beneficiary or beneficiary's agent notified the borrower within 45 days that borrower's request for a loan modification was denied.

Dated: 03/26/2012

Home Federal Bank

Kittie Shervik  
By: Kittie Shervik  
Its: VP/Senior Consumer Credit Officer

State of Idaho  
County of Canyon

On this 26th day of March in the year of 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Kittie Shervik known or identified to me to be the VP/Senior Consumer Credit Officer of the corporation that executed the instrument or the person(s) who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

Sally Caldwell, Notary Public  
Residing at: 2444 N. 2nd St.  
Commission Expires: 11-13-14  
(seal)

