

184
1802047

2012-006106

Klamath County, Oregon



00119274201200061060160163

06/05/2012 11:23:28 AM

Fee: \$122.00

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:

**Bayview Loan Servicing, LLC
4425 Ponce De Leon Blve., 5th Floor
Coral Gables, FL 33146**

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

**Affidavit of Mailing Trustee Notice of Sale
Debt Validation Notice
Notice to Residential Tenants
Proof of Service
Affidavit of Publication**

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

First American Title

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

Sandra Lucille Nyback -Smith

4. Send Tax Statements To:

No Change

5. True and Actual Consideration:

N/A

6. Deed Reference:

F.
132.00

1st
1802047

WHEN RECORDED MAIL TO:

Bayview Loan Servicing, LLC.
4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, Fl. 33146

T.S. NO.: 11049200R
LOAN NO.: 200063065

For Recorder's Use

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF California} SS
COUNTY OF Ventura}

I, Elvia Bouche, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original or copy of notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of sale of the real property described in the attached notice of sale by mailing a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME & ADDRESS

CERTIFIED NO.

SEE ATTACHED

Said person(s) include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Seaside Trustee, Inc. for First American Title Insurance Company, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail Ventura California, on 2/17/2012. Each of said notices was mailed after the notice of default and election to sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

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

F
132.00

Elvia Bouche

Elvia Bouche, Vice President

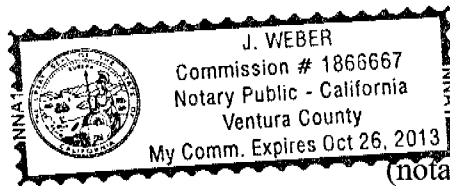
STATE OF California} SS
COUNTY OF Ventura

On 2/17/2012, before me, the undersigned, A Notary Public in and for said State, personally appeared Elvia Bouche personally 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 his./her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature

J Weber, Notary Weber



(notary seal)

AFFIDAVIT OF MAILING

Date: **2/14/2012**

T.S. No.: **1104920OR**

Loan No.: **200063065**

STATE OF **California** }
COUNTY OF **Ventura**

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in **Ventura** County at **Seaside Trustee Inc.**, and is not a party to the within action and that on 2/14/2012 , (s)he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, certified or registered mail and first class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

Sandra Lucille Nyback-Smith
2100 Park Avenue
Klamath Falls, OR 97601
000000000000000000

Sandra Lucille Nyback-Smith
3614 SOUTH 6TH STREET
KLAMATH FALLS, Oregon 97603
0000000000000000017

Occupants/Tenants
3614 SOUTH 6TH STREET
KLAMATH FALLS, Oregon 97603
0000000000000000024

SANDRA L. NYBACK SMITH
2100 PARK AVENUE
KLAMATH FALLS, OR 97601
0000000000000000031

SANDRA L. NYBACK SMITH
3614 S 6TH ST
KLAMATH FALLS, OR 97603
0000000000000000048

BAYVIEW LOAN SERVICING
4425 PONCE DE LEON BLVD., 5TH FL
CORAL GABLES, FL 33146
0000000000000000055

BAYVIEW LOAN SERVICING, LLC C/O NTC
2100 ALT. 19 NORTH
PALM HARBOR, FL 34683
0000000000000000062

BAYVIEW LOAN SERVICING
C/O UCC DIRECT SERVICES
P.O. BOX 29071

GLENDAL, CA 91209-9071
0000000000000000000079

J R ZUKIN CORPORATION, D.B.A. MEADOW OUTDOOR ADVERTISING
P.O. BOX 331
THE DALLES, OR 97058
0000000000000000000086

STATE OF OREGON
OREGON DEPT OF REVENUE
955 Center St NE
SALEM, OR 97301-2555
0000000000000000000093

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

x 

Affiant **Elvia Bouche, Vice President**

TRUSTEE'S NOTICE OF SALE

Loan No: 200063065 T.S. No.: 11049200R

Reference is made to that certain deed made by, Sandra Lucille Nyback-Smith as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of INTERBAY FUNDING, LLC A DELAWARE LIMITED LIABILITY COMPANY, as Beneficiary, dated 11/28/2007, recorded 11/30/2007, in official records of Klamath County, Oregon in book/reel/volume No. at page No. , fee/file/instrument/microfile/reception No. 2007-020160 (indicated which), covering the following described real property situated in said County and State, to-wit:

APN: R528600

Legal description is attached hereto and made a part hereof: Exhibit A

Commonly known as:

3614 SOUTH 6TH STREET

KLAMATH FALLS, Oregon 97603

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's:

Installment of Principal and Interest plus impounds and/or advances which became due on 8/1/2011 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

Monthly Payment \$1,480.00

Monthly Late Charge \$47.27

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$98,072.46 together with interest thereon at the rate of 10.75 % per annum from 7/1/2011 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that First American Title Company, the undersigned trustee will on **6/18/2012** at the hour of **10:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR** 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

Loan No: 200063065

T.S. No: 1104920OR

TRUSTEE'S NOTICE OF SALE

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

Dated: 2/13/2012

First American Title Company c/o Seaside Trustee, Inc.
3 First American Way
Santa Ana, California 92707
(805)644-9300

Signature By: _____

Laura M. Soza
LAURA M. SOZA *authorized signer*

STATE OF California

COUNTY OF ORANGE

On FEB 13 2012 before me, K ROBERSON, Notary
Public, personally appeared, LAURA M. SOZA who 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 his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature of Office: _____

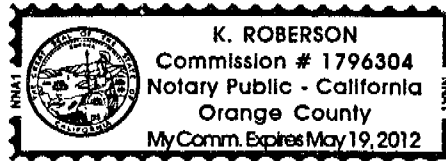


EXHIBIT A

LEGAL DESCRIPTION:

BEGINNING AT A HALF INCH IRON PIN ON THE SOUTH LINE OF THE RELOCATED RIGHT-OF-WAY OF THE KLAMATH FALLS - LAKEVIEW HIGHWAY (SOUTH SIXTH STREET) WHICH BEARS SOUTH 80° 45' WEST A DISTANCE OF 290.3 FEET AND SOUTH 0° 06' 30" WEST A DISTANCE OF 11.82 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID IRON PIN ALSO BEING THE NORTHWEST CORNER OF PARCEL OF LAND CONVEYED TO THE UNITED STATES NATIONAL BANK OF PORTLAND BY DEED RECORDED IN VOLUME 293, PAGE 435, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 89° 58' 30" WEST ALONG SAID RELOCATED RIGHT-OF-WAY LINE, A DISTANCE OF 100.0 FEET TO AN IRON PIN; THENCE SOUTH 0° 06' 30" WEST PARALLEL WITH THE WEST LINE OF SAID UNITED STATES NATIONAL BANK PARCEL, A DISTANCE OF 150.0 FEET TO AN IRON PIN; THENCE SOUTH 89° 58' 30" EAST PARALLEL TO THE SOUTH LINE OF SAID RELOCATED HIGHWAY RIGHT-OF-WAY, A DISTANCE OF 100.0 FEET TO AN IRON PIN ON THE WEST LINE OF SAID UNITED STATES NATIONAL BANK PARCEL; THENCE NORTH 0° 06' 30" EAST ALONG SAID WEST LINE A DISTANCE OF 150 FEET; MORE OR LESS, TO THE POINT OF BEGINNING.

Seaside Trustee Inc.
PO Box 2676
Ventura, California 93001
(805) 644-9300

Date: 2/13/2012

T.S. Number: 1104920OR

Loan Number: 200063065

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:
Bayview Loan Servicing, LLC.
2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of **2/13/2012** the total delinquency owed was **\$17,209.379**, because of interest, late charges, and other charges that may vary from day to day this amount will increase until the delinquency has been fully paid. Before forwarding payment please contact the above at the address or phone number listed in order to receive the current amount owed.
4. As of **2/13/2012**, the amount required to pay the entire debt in full was the unpaid principal balance of **\$98,072.46**, plus interest from **7/1/2011**, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full. For further information please write to the above listed address or call **(800)457-5105**
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

"The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements of call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1/877/FTC-HELP or www.ftc.gov."

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 6/18/2012. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

· THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR

· AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

**ABOUT YOUR TENANCY
AFTER THE FORECLOSURE SALE**

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: First American Title Insurance Company c/o Seaside Trustee Inc.
P.O. Box 2676, Ventura, Ca. 93002 (805)644-9300

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>

Portland (503)473-8329
Coos Bay (800)303-3638
Ontario (888)250-9877
Salem (503)485-0696
Grants Pass (541)476-1058
Woodburn (800)973-9003
Hillsboro (877)726-4381

**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 3614 SOUTH 6TH STREET
KLAMATH FALLS, Oregon 97603

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

The amount you would have to pay as of 2/13/2012 to bring your mortgage loan current was \$17,209.79. 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 (800)457-5105 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: Bayview Loan Servicing, LLC., 4425 Ponce De Leon Blvd., 5th Floor
Coral Gables, Fl. 33146.

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

Date and Time: Monday, June 18, 2012 at 10:00 AM

Place: At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Bayview Loan Servicing, LLC. at (800)457-5105 to request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 1-888-610-8764. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at www.osbar.org/public/ris/ris.html. 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.lawhelp.org/program/694/index.cfm>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at (800)457-5105. 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 (789-9698)**. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at <http://www.lawhelp.org/program/694/index.cfm>.

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 3/13/2012, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

11049200R

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.

Dated: 2/13/2012

**First American Title Insurance Company
c/o Seaside Trustee Inc.**

A handwritten signature in cursive script, appearing to read "Elvia Bouche", written over a horizontal line.

**Elvia Bouche
(805) 644-9300**

11049200R

924345

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 **3614 S 6th St. Klamath Falls, OR 97603**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to **Wendy Karoglou (Manager of Nybacks Flowers & Gifts)** at the address below.

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

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

1st Attempt:

2nd Attempt:

3rd Attempt:

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

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of **February 16, 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

3614 S 6th St. Klamath Falls, OR 97603

ADDRESS OF SERVICE

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

February 15, 2012

10:24 AM

DATE OF SERVICE

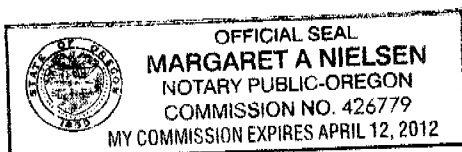
TIME OF SERVICE

☐ or non occupancy

By: 

ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 16 day of February, 2012.



Margaret A. Nielsen
Notary Public for Oregon

06/18/12

11049200R

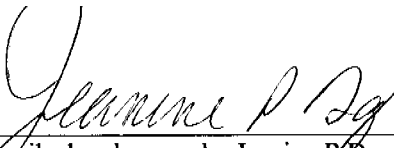
**AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH**

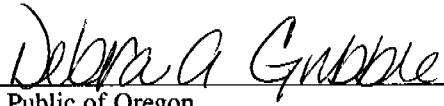
I, Jeanine P. Day, Finance Director, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#14045 SALE NYBACK-SMITH P#924345

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:

02/22/2012 02/29/2012 03/07/2012 03/14/2012


Subscribed and sworn by Jeanine P. Day before me on:
14th day of March in the year of 2012


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



In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Dated: 2/13/2012 First American Title Company c/o Seaside Trustee, Inc. 3 First American Way Santa Ana, California 92707 (805)644-9300 Signature By: LAURA M. SOZA, Authorized Signer P924345 2/22, 2/29, 3/7, 03/14/2012 #14045 February 22, 29, March 07, 14, 2012.

TRUSTEE'S NOTICE OF SALE
Loan No: 200063065 T.S. No.: 11049200R

Reference is made to that certain deed made by, Sandra Lucille Nyback-Smith as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of INTERBAY FUNDING, LLC A DELAWARE LIMITED LIABILITY COMPANY, as Beneficiary, dated 11/28/2007, recorded 11/30/2007, in official records of Klamath County, Oregon in book/reel/volume No. at page No. , fee/file/instrument/microfile/reception No. 2007-020160 (indicated which), covering the following described real property situated in said County and State, to wit: APN: R528600 Legal description is attached hereto and made a part hereof: EXHIBIT A EXHIBIT A LEGAL DESCRIPTION: BEGINNING AT A HALF INCH IRON PIN ON THE SOUTH LINE OF THE RELOCATED RIGHT-OF-WAY OF THE KLAMATH FALLS - LAKEVIEW HIGHWAY (SOUTH SIXTH STREET) WHICH BEARS SOUTH 80° 45' WEST A DISTANCE OF 290.3 FEET AND SOUTH 0° 06' 30" WEST A DISTANCE OF 11.82 FEET FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, SAID IRON PIN ALSO BEING THE NORTHWEST CORNER OF PARCEL OF LAND CONVEYED TO THE UNITED STATES NATIONAL BANK OF PORTLAND BY DEED RECORDED IN VOLUME 283, PAGE 435, DEED RECORDS OF KLAMATH COUNTY, OREGON; THENCE NORTH 89° 58' 30" WEST ALONG SAID RELOCATED RIGHT-OF-WAY LINE, A DISTANCE OF 100.0 FEET TO AN IRON PIN; THENCE SOUTH 0° 06' 30" WEST PARALLEL WITH THE WEST LINE OF SAID UNITED STATES NATIONAL BANK PARCEL, A DISTANCE OF 150.0 FEET TO AN IRON PIN; THENCE SOUTH 89° 58' 30" EAST PARALLEL TO THE SOUTH LINE OF SAID RELOCATED HIGHWAY RIGHT-OF-WAY; A DISTANCE OF 100.0 FEET TO AN IRON PIN ON THE WEST LINE OF SAID UNITED STATES NATIONAL BANK PARCEL; THENCE NORTH 0° 06' 30" EAST ALONG SAID WEST LINE A DISTANCE OF 150 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. Commonly known as: 3614 SOUTH 6TH STREET KLAMATH FALLS, OR 97603

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's: Installment of Principal and Interest plus impounds and/or advances which became due on 8/1/2011 plus late charges and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable. Monthly Payment \$1,480.00 Monthly Late Charge \$47.27.

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$98,072.46 together with interest thereon at the rate of 10.75 % per annum from 7/1/2011 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that First American Title Company, the undersigned trustee will on 6/18/2012 at the hour of 10:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

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