

1st
1828809

2012-006107

Klamath County, Oregon



00119275201200061070180184

06/05/2012 11:25:28 AM

Fee: \$137.00

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:

**Mortgage Lender Services, Inc.
81 Blue Ravine Rd. Ste 100
Folsom, CA 95630**

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

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

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:

Randall Dean Simonson III

4. Send Tax Statements To:

No Change

5. True and Actual Consideration:

N/A

6. Deed Reference:

F.
142.00

15+
1828809

WHEN RECORDED MAIL TO:

Mortgage Lender Services, Inc.
81 Blue Ravine Rd, Ste 100
Folsom CA 95630

Recorder's Use

T.S. NO.: fc28479-5

Title Order: 6331836

AFFIDAVIT OF MAILING NOTICE OF SALE AND NOTICE PURSUANT TO CH. 19 (2008 OREGON LAWS) UPDATED PURSUANT TO CH. 864 (2009 OREGON LAWS)

STATE OF California)
COUNTY OF Sacramento)

I, Lauren Meyer, 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 interested named in the attached original or copy of notice of sale and the Notice as required by and in accordance with ORS Chapter 86.737 was provided to Grantor, successors in interest and occupants, if any, given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached notice of sale and the Notice as required by and in accordance with ORS Chapter 86.737 was provided to Grantor, successors in interest and occupants, if any by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit:

NAME & ADDRESS

CERTIFIED NO.

SEE ATTACHED

And a copy of the Notice required pursuant to Ch. 19 2008 Oregon Laws updated pursuant to Ch. 864 (2009 Oregon Laws) to the grantors and/or successors.

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 Mortgage Lender Services, Inc., for the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail on 02/14/12 & 02/15/12. 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.

F
142.00



Walz Affidavit #: 3082839

AFFIDAVIT OF MAILING

Mortgage Lender Services, Inc

Date: 02/15/2012

Ref. No.: fc28479-5

MailbatchID: 406477

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Mortgage Lender Services, Inc; is not a party to the within action; and that on February 15, 2012, 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, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x Eddie Solares

Affiant Eddie Solares

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6090
REF #: fc28479-5
STERLING SAVINGS BANK
C/O KLAMATH FALLS SHASTA
2943 S SIXTH ST
KLAMATH FALLS, OR 97603

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6106
REF #: fc28479-5
STERLING SAVINGS BANK
C/O LOAN SUPPORT
PO BOX 2224
SPOKANE, WA 99210

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6113
REF #: fc28479-5
GARY NIELSEN
3255 WASHBURN WAY, STE 6, #190
KLAMATH FALLS, OR 97603

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6120
REF #: fc28479-5
BASIN SERVICES
3255 WASHBURN WAY, STE 6, #190
KLAMATH FALLS, OR 97603

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6137
REF #: fc28479-5
GARY NIELSEN
C/O BARBARA M. DILAONI
803 MAIN STREET, SUITE 201
KLAMATH FALLS, OR 97601-6070

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6144
REF #: fc28479-5
BASIN SERVICES
C/O BARBARA M. DILAONI
803 MAIN STREET, SUITE 201
KLAMATH FALLS, OR 97601-6070

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6151
REF #: fc28479-5
LES SCHWAB TIRE CTR
5757 S 6TH ST
KLAMATH FALLS, OR 97603

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6168
REF #: fc28479-5
LES SCHWAB TIRE CTR
C/O STATE OF OREGON FOR
KLAMATH COUNTY
316 MAIN STREET
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC_T
7196 9006 9295 7869 6175
REF #: fc28479-5
SUMMERFIELD RESIDENTIAL HOME
OWNER
ASSOCIATION II, INC
4975 HOMEDALE RD
KLAMATH FALLS, OR 97603

AFFIDAVIT OF MAILING

Mortgage Lender Services, Inc

Date: 02/15/2012

Ref. No.: fc28479-5

MailbatchID: 406477

OR REQUIREDMAILINGFC_T

7196 9006 9295 7869 6182

REF #: fc28479-5

SUMMERFIELD RESIDENTIAL HOME
OWNER

ASSOCIATION II, INC

C/O RANDALL D SIMONSON

2861 PINECREST CT

MEDFORD, OR 97504



Walz Affidavit #: 3080882

AFFIDAVIT OF MAILING

Mortgage Lender Services, Inc

Date: 02/14/2012

Ref. No.: fc28479-5

MailbatchID: 406201

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Mortgage Lender Services, Inc; is not a party to the within action; and that on February 14, 2012, 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, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x Eddie Solares

Affiant Eddie Solares

OR REQUIREDMAILINGFC_T
7196 9006 9295 7844 9290
REF #: fc28479-5
RANDALL DEAN SIMONSON III
5468 WINTERFIELD WAY
KLAMATH FALLS, OR 97603

OR REQUIREDMAILINGFC_T
7196 9006 9295 7844 9306
REF #: fc28479-5
OCCUPANT
5468 WINTERFIELD WAY
KLAMATH FALLS, OR 97603

The Trustee is required to give you the following "Notice to Residential Tenants," which was written by the Oregon Legislature. The Trustee cannot give you legal advice regarding these matters. If you have questions, you should consult with your own legal advisor.

NOTICE TO RESIDENTIAL TENANTS:

Property address: 5468 WINTERFIELD WAY, KLAMATH FALLS, OR 97603

The property in which you are now living is in foreclosure. A foreclosure sale is scheduled for 06/18/2012. 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 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 Mortgage Lender Services, Inc., as Agent
81 Blue Ravine Rd, Ste 100
Folsom CA 95630
(916) 962-3453

Free legal assistance: Oregon Law Center

Portland: (503) 473-8329
Coos Bay: 1-800-303-3638
Ontario: 1-888-250-9877
Salem: (503) 485-0696
Grants Pass: (541) 476-1058
Woodburn: 1-800-973-9003
Hillsboro: 1-877-726-4381

<http://www.oregonlawcenter.org/>
and Oregon Law Help Site (providing more information and a directory of legal aid programs)
<http://oregonlawhelp.org/OR/index.cfm>

and Oregon State Bar Lawyer Referral Service
503-684-3763 or toll-free in Oregon at 800-452-7636 <http://www.osbar.org>
<http://www.osbar.org/public/ris/ris.html#referral>
and information on federal loan modification programs at:
<http://www.makinghomeaffordable.gov/>

TS # fc28479-5

**NOTICE:
YOUR ARE IN DANGER OF LOSING
YOUR PROPERTY IF YOU DO NOT
TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property:

Street address: 5468 WINTERFIELD WAY, KLAMATH FALLS, OR 97603

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

The amount you would have had to pay as of 02/03/12 to bring your mortgage current was \$19,778.89.

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 (877) 234-5465 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: SUNTRUST MORTGAGE, INC. c/o Mortgage Lender Services, Inc., 81 Blue Ravine Rd, Ste 100, Folsom CA 95630

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

Sale Date: 06/18/2012 Time: 11:00AM

Location: ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN STREET, 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 SUNTRUST MORTGAGE, INC. at (800) 443-1032 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 phone number of an organization near you, please call the statewide phone contact number 800-SAFENET (800-723-3638) You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: www.osbar.org. Legal assistance may be available if you have a low income or 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 (800) 443-1032. 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: 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 THIS FORM BY 03/04/12 WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

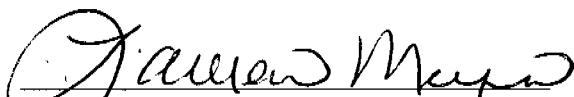
WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned before signing.

Trustee name: FIRST AMERICAN TITLE INSURANCE COMPANY by: Mortgage Lender Services, Inc., as Agent Trustee ph. no. (877)234-5465

By: 

Date: 2/3/2012

MORTGAGE LENDER SERVICES, INC. MAY BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

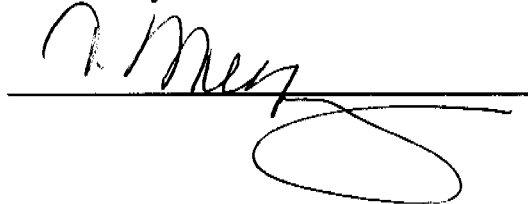

Lauren Meyer, Sr. Trustee Sale Officer

STATE OF California
COUNTY OF Sacramento

On 6/1/2012 before me, C. Murphy, Notary Public, personally appeared Lauren Meyer, 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.





FC 28479-5

**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 **5468 Winterfield Way Klamath Falls, OR 97603**

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

☒ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to **Drew Dechsne**, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: **Nick Randall and Christine Boire**

☐ **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 8, 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


5468 Winterfield Way Klamath Falls, OR 97603

ADDRESS OF SERVICE

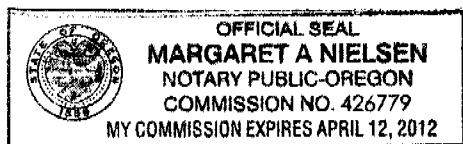
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

February 7, 2012 1:54 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By 
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 8 day of February, 2012.



Margaret A. Nielsen
Notary Public for Oregon

TS # fc28479-5

After recording return to:
Mortgage Lender Services, Inc.
81 Blue Ravine Rd, Ste 100
Folsom CA 95630

AFFIDAVIT OF COMPLIANCE WITH Ch. 864 (2009 Oregon Laws)

Re: Loan no. 0206459380

Borrower: RANDALL DEAN SIMONSON III

STATE OF Virginia, County of Richmond) ss:

I, Ebony L. Edmonds, being first duly sworn, depose, and say that am employed by SunTrust Mortgage Inc. hereinafter "beneficiary or servicing agent" and I am familiar with the records and files kept by beneficiary with respect to loan number 0206459380, where the grantor(s) name(s) is/are RANDALL DEAN SIMONSON III:

- ☒ Beneficiary did not receive a Modification Request Form from the grantor(s) within the time specified in Chapter 864 (2009 Oregon Laws); or
- ☐ Beneficiary received a timely Modification Request Form from the grantor(s) on _____ [date].

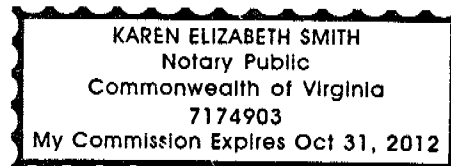
If beneficiary received a timely Modification Request Form, within 45 days of receipt of the Modification Request Form (check all that apply):

- ☐ Beneficiary or beneficiary's agent reviewed the information submitted by grantor(s), and notified the grantor(s) that the beneficiary denied the request for modification of the loan.
- ☐ Beneficiary or beneficiary's agent requested grantor(s) provide additional information needed to determine whether the loan could be modified.
- ☐ If timely requested by the grantor(s), the beneficiary or beneficiary's agent met with the grantor(s) in person or spoke to the grantor(s) by telephone before the beneficiary or beneficiary's agent responded to the grantor(s) request to modify the loan. The person representing the beneficiary or the beneficiary's agent who met or spoke with grantor(s) had or was able to obtain authority to modify the loan.
- ☐ The grantor(s) did not respond to the beneficiary within seven business days of the date the beneficiary or the beneficiary agent attempted to contact the grantor(s) to schedule a meeting in person or by telephone.
- ☐ The beneficiary has previously considered the current financial information provided by the grantor(s), and has in good faith determined that the grantor(s) is not eligible for a modification of this loan. The beneficiary has informed the grantor(s) that the grantor(s) is not eligible for a modification of this loan.

By: Ebony L. Edmonds

Subscribed and sworn to before me on April 20, 2012 by Ebony L. Edmonds
(name of affiant).

Karen Elizabeth Smith
Notary Public for _____



Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

I, Heidi Wright, Publisher,
being first duly sworn, depose and say
that I am 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 # 14177

Trustee's Notice of Sale

Simonson III

a printed copy of which is hereto annexed,
was published in the entire issue of said
newspaper for: (4)

Four

Insertion(s) in the following issues:

April 24, May 01, 08, 15, 2012

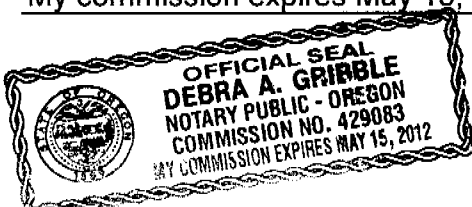
Total Cost: \$1,407.02

Subscribed and sworn by Heidi Wright

before me on: May 15, 2012

Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq. Trustee No.: fc28479-5 Loan No.: 0206459380 Title No.: 6331836 Original Beneficiary: Mortgage Electronic Registration Systems, Inc., solely as nominee for SunTrust Mortgage, Inc., its successors and assigns c/o 1001 Semmes Avenue, 4th Floor, Richmond, VA 23224 Current Beneficiary: SunTrust Mortgage Inc. 1001 Semmes Avenue, 4th Floor, Richmond, VA 23224 Randall Dean Simonson III 5468 Winterfield Way, Klamath Falls, OR 97603 Original Grantor: Randall Dean Simonson III 5468 Winterfield Way, Klamath Falls, OR 97603 Current Grantor: Randall Dean Simonson III 5468 Winterfield Way, Klamath Falls, OR 97603 Original Trustee: First American Title Insurance Co. of OR 300 Klamath Avenue, Klamath Falls, OR 97601 Current Trustee: First American Title Insurance Company c/o Mortgage Lender Services, Inc. 81 Blue Ravine Rd, Ste 100, Folsom CA 95630

Reference is made to that certain Trust Deed made by Randall Dean Simonson III, as Grantor, to First American Title Insurance Co. of OR, as Trustee, in favor of **Mortgage Electronic Registration Systems, Inc., solely as nominee for SunTrust Mortgage, Inc., its successors and assigns**, as Beneficiary, dated 08/23/2007, recorded on 08/29/2007 AS DOCUMENT NO. 2007-015317, in the mortgage records of **Klamath County, Oregon**. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by SunTrust Mortgage, Inc. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit: Lot 60, Tract 1456-Summerfield Residential Community, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon Account No.: R569496 The street address or other common designation, if any, of the real property described above is purported to be: **5468 Winterfield Way, Klamath Falls, OR 97603** The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735 (3); the default for which the foreclosure is made is Grantor's failure to pay when due, the following sums: monthly payments of \$1,196.09 beginning 12/01/2010, together with title expenses, costs, trustee's fees and attorney's fees incurred herein by reason of said default, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein. 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: Principal balance of \$154,700.00 with interest thereon at the rate of 6.750% per annum from 11/01/2010, together with any late charge(s), delinquent taxes, insurance premiums, impounds and advances; senior liens and encumbrances which are delinquent or become delinquent together with title expense, costs, trustee's fees and any attorney's fees and court costs, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

WHEREFORE, notice hereby is given that, First American Title Insurance Company c/o Mortgage Lender Services, Inc., 81 Blue Ravine Rd, Ste 100, Folsom CA 95630, the undersigned trustee will, on **06/18/2012, at the hour of 11:00AM** in accord with the standard of time established by O.R.S. 187.110, On the front steps of the Circuit Court, 316 Main Street, Klamath Falls, OR, sell at public auction to the highest bidder for cash, the interest in the said described real property which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor 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 reasonable charge by the trustee. Notice is further given that any person named in O.R.S. 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 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.

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 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. **For Trustee Sale Information please call (925) 603-7342.** Dated: 2-3-12 First American Title Insurance Company, Trustee By: Mortgage Lender Services, Inc., Agent Lauren Meyer, Sr. Trustee Sale Officer Direct Inquiries To: SunTrust Mortgage, Inc. c/o Mortgage Lender Services, Inc., 81 Blue Ravine Road, Ste. 100, Folsom, CA 95630 (916) 962-3453 Mortgage Lender Services, Inc. may be a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. (RSVP# 286933, 04/24/12, 05/01/12, 05/08/12, 05/15/12). #14177 April 24, May 01, 08, 15, 2012.

TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq.

Trustee No.: fc28479-5 Loan No.: 0206459380 Title No.: 6331836

Original Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS c/o 1001 Semmes Avenue, 4th Floor, Richmond, VA 23224
Current Beneficiary:	SunTrust Mortgage Inc. 1001 Semmes Avenue, 4th Floor, Richmond, VA 23224
Original Grantor:	RANDALL DEAN SIMONSON III 5468 WINTERFIELD WAY, KLAMATH FALLS, OR 97603
Current Grantor:	RANDALL DEAN SIMONSON III 5468 WINTERFIELD WAY, KLAMATH FALLS, OR 97603
Original Trustee:	FIRST AMERICAN TITLE INSURANCE CO. OF OR 300 Klamath Avenue, Klamath Falls, OR 97601
Current Trustee:	First American Title Insurance Company c/o Mortgage Lender Services, Inc. 81 Blue Ravine Rd, Ste 100, Folsom CA 95630

Reference is made to that certain Trust Deed made by RANDALL DEAN SIMONSON III, as Grantor, to FIRST AMERICAN TITLE INSURANCE CO. OF OR, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 08/23/2007, recorded on 08/29/2007 AS DOCUMENT NO. 2007-015317, in the mortgage records of Klamath County, Oregon. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by SUNTRUST MORTGAGE, INC..

Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

LOT 60, TRACT 1456-SUMMERFIELD RESIDENTIAL COMMUNITY,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

ACCOUNT NO.: R569496

The street address or other common designation, if any, of the real property described above is purported to be: 5468 WINTERFIELD WAY, KLAMATH FALLS, OR 97603

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

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735 (3); the default for which the foreclosure is made is Grantor's failure to pay when due, the following sums: monthly payments of \$1,196.09 beginning 12/01/2010, together with title expenses, costs, trustee's fees and attorney's fees incurred herein by reason of said default, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

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:

Principal balance of \$154,700.00 with interest thereon at the rate of 6.750% per annum from 11/01/2010, together with any late charge(s), delinquent taxes, insurance premiums, impounds and advances; senior liens and encumbrances which are delinquent or become delinquent together with title expense, costs, trustee's fees and any attorney's' fees and court costs, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

WHEREFORE, notice hereby is given that, First American Title Insurance Company c/o Mortgage Lender Services, Inc., 81 Blue Ravine Rd, Ste 100, Folsom CA 95630, the undersigned trustee will, on **06/18/2012, at the hour of 11:00AM** in accord with the standard of time established by O.R.S. 187.110 , ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR, sell at public auction to the highest bidder for cash, the interest in the said described real property

which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor 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 reasonable charge by the trustee.

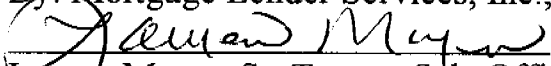
Notice is further given that any person named in O.R.S. 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such 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 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.

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 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. **For Trustee Sale Information please call (925) 603-7342.**

Dated: 2-3-12

First American Title Insurance Company, Trustee

By: Mortgage Lender Services, Inc., Agent


Lauren Meyer, Sr. Trustee Sale Officer

DIRECT INQUIRIES TO: SunTrust Mortgage, Inc. c/o Mortgage Lender Services, Inc.,
81 Blue Ravine Road, Ste. 100, Folsom, CA 95630 (916) 962-3453

MORTGAGE LENDER SERVICES, INC. MAY BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.