

1st 1727360

2012-007083

Klamath County, Oregon



00120436201200070830070076

06/27/2012 11:23:15 AM

Fee: \$67.00

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

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

WHEN RECORDED MAIL TO

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

Trustee's Sale No: 09-UM-119044



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

☒ **AFFIDAVIT OF MAILING NOTICE OF SALE** (must have trustee's notice of sale attached)

☐ **AFFIDAVIT OF PUBLICATION NOTICE OF SALE** N/A

☐ **PROOF OF SERVICE /AFFIDAVIT OF NON-OCCUPANCY** N/A

☐ **AFFIDAVIT OF COMPLIANCE (AS REQUIRED BY ORS.750(5))** N/A

Original Grantor on Trust Deed

TINA L. SCHENCK

Beneficiary

SECURITY BANK ITS SUCESSORS AND/OR ASSIGNS

F 67-

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

Trustee Sale No.: 09-UM-119044



Affidavit of Mailing Amended Trustee's Notice of Sale

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

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

That I gave notice of the sale of the real property described in the attached Amended Notice of Sale by mailing a copy thereof by registered or certified mail to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

OCCUPANT, 130 HAWTHORNE STREET, KLAMATH FALLS, OR, 97601
SPOUSE OF TINA L. SCHENCK, AKA TINA STROUT, 130 HAWTHORNE STREET, KLAMATH FALLS, OR, 97601
TINA L. SCHENCK, AKA TINA STROUT, 130 HAWTHORNE STREET, KLAMATH FALLS, OR, 97601

CAMPUS GREEN MOBILE HOME PARK, C/O SCOTT D MACARTHUR, ATTORNEY, REF : Case No.: 0604609CV, 635 MAIN STREET, KLAMATH FALLS, OR, 97601
CAMPUS GREEN MOBILE HOME PARK, REF : Case No.: 0604609CV, 3611 NORTH HIGHWAY 97, KLAMATH FALLS, OR, 97601
CAMPUS GREEN MOBILE HOME PARK, C/O GREGORY HORNECKER, REF : Case No.: 0604609CV, 717 MURPHY ROAD, MEDFORD, OR, 97504
CANDACE AMBORN, CH 7 TRUSTEE, RE: CASE #11-65620-TMR7, PO BOX 580, MEDFORD, OR, 97501
CREDIT BUREAU OF KLAMATH COUNTY, REF : Case No.: 0504272CVT, 839 MAIN STREET, KLAMATH FALLS, OR, 97601
CREDIT BUREAU OF KLAMATH COUNTY, REF : Case No.: 0504272CVT, P.O. BOX 5107, KLAMATH FALLS, OR, 97601
FRED LONG, CH 13 TRUSTEE, RE: CASE #11-65620-TMR7, PO BOX 467, EUGENE, OR, 97440
KAREN M. OAKS, ATTORNEY, REF : CASE # 07-62918-FRA13, 6502 SOUTH 6TH STREET, KLAMATH FALLS, OR, 97603
MICHAEL SPENCER, ATTORNEY, RE: CASE #11-65620-TMR7, 403 MAIN STREET, KLAMATH FALLS, OR, 97601
STATE OF OREGON DEPARTMENT OF JUSTICE, ATTN: ATTORNEY GENERAL, JOHN KROGER, 1162 COURT STREET NORTHEAST, SALEM, OR, 97301-4096
TENANT, 130 HAWTHORNE STREET, KLAMATH FALLS, OR, 97601

Said Amended Trustee's Notice of Sale was given in compliance with ORS 86.755(6), within 30 days after release from a stay of the foreclosure proceedings, and the above named persons include all of those persons listed in ORS 86.740 and ORS 86.750(1).

JE7

Each of the notices so mailed was certified to be a true copy of the original Amended Trustee's Notice of Sale by an authorized representative of the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Seattle, WASHINGTON, on 5/10/12, which was within 30 days after release from a stay of the foreclosure proceeding set forth therein.

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

SUBSCRIBED AND SWORN TO before me on

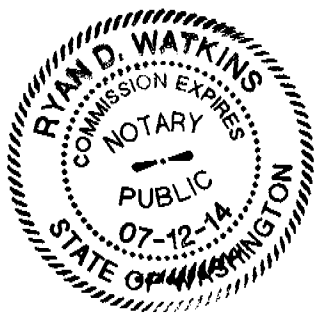
5-10-12

[Signature]

NOTARY PUBLIC for WASHINGTON

My commission expires:

7-12-14



Printed name:

Ryan D Watkins

Residing in:

SEA 411 WA

My appointment expires on:

7-12-14

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

AMENDED TRUSTEE'S NOTICE OF SALE

(after release from stay)

Trustee's Sale No. 09-UM-119044



Reference is made to that certain Deed of Trust made by, TINA L. SCHENCK, as grantor, to ASPEN TITLE AND ESCROW, INC, as Trustee, in favor of SECURITY BANK ITS SUCESSORS AND/OR ASSIGNS, as beneficiary, dated 7/12/2001, recorded 7/17/2001 in Volume M01, page 34940, of Deeds of Trust, under Instrument No. XXX, records of KLAMATH County, OREGON. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by UMPQUA BANK, ITS SUCCESSORS AND/OR ASSIGNS, SUCCESSOR TO SECURITY BANK ITS SUCCESSORS AND/OR ASSIGNS. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

LOTS 1 AND 2, BLOCK 7 NORTH KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. EXCEPTING THE SOUTHERLY 10 FEET THEREOF.

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

130 HAWTHORNE STREET
KLAMATH FALLS, OR 97601

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

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

	Amount due as of May 10, 2012

Delinquent Payments from September 01, 2010	
1 payments at \$ 641.16 each	\$ 641.16
4 payments at \$ 688.00 each	\$ 2,752.00
12 payments at \$ 728.00 each	\$ 8,736.00
4 payments at \$ 705.00 each	\$ 2,820.00
(09-01-10 through 05-10-12)	
Late Charges:	\$ 181.09
Beneficiary Advances:	\$ 11,462.44
Suspense Credit:	\$ 0.00
	=====
TOTAL:	\$ 26,592.69

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

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following:

UNPAID PRINCIPAL BALANCE OF \$67,515.33, PLUS interest thereon at 7.125% per annum from 08/01/10 to 10/1/2010, 7.125% per annum from 10/01/10 to 02/01/11, 7.125% per annum from 02/01/11 to 02/01/12, 7.125% per annum from 2/1/2012, until paid, together with escrow advances, foreclosure costs, trustee fees, attorney fees, sums required for the protection of the property and additional sums secured by the Deed of Trust.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on November 21, 2011, at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, County of KLAMATH, State of OREGON; however, subsequent to the recording of said Notice of Default, the original sale proceedings were stayed by order of the court or by proceedings under the National Bankruptcy Act or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on 4/11/2012.

WHEREFORE, notice hereby is given that the undersigned trustee, will on July 5, 2012, at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, County of KLAMATH, State of OREGON, (which is the new date, time and place set for sale) sell at public auction to the highest bidder for cash, the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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

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

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 5, 2012. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

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

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO

MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS: IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE". You must mail or deliver your proof not later than 6/5/2012 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

ABOUT YOUR SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar at 800-452-7636 and ask for lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance may be obtained through Safenet at 800-SAFENET.

DATED: 5/10/2012

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

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

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

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

Authorized Representative of Trustee