

1st 1851073

2012-008245

Klamath County, Oregon



00121845201200082450140140

07/27/2012 11:43:07 AM

Fee: \$112.00

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the Instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101
619-645-7711

6500950

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

Affidavit of Mailing Notice of Sale

Trustee's Notice of Sale

Affidavit of Service or Posting

Affidavit of Publication

Affidavit of Mailing Notice of Sale

Danger Notice

Affidavit of Mailing

2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
Current Borrower(s): **JOSHUA CRISP**

3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
Quality Loan Service Corporation of Washington
M&T BANK

4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: **Not applicable**

5.) Send tax statements to: **Not applicable**

6.) Satisfaction of order or warrant ORS 205.125(1)(e): **Not applicable**

Check One: (if applicable) Full or Partial

7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable

8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: **Not applicable**

RERECORDED AT THE REQUEST OF _____ TO CORRECT _____
PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____

F 112-

AFFIDAVIT OF MAILING

Date: 4/30/2012
T.S. No.: OR-12-502240-SH
Mailing: Notice of Sale

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2141 5th Avenue San Diego CA 92101, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on 4/30/2012, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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



Affiant David Fry

Occupant
2410 RADCLIFFE AVE
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594195784879

Occupant
2410 RADCLIFFE AVE
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594195784923

JOSHUA CRISP
2410 RADCLIFFE AVENUE
KLAMATH FALLS, OR 97601-4321
First Class and Cert. No. 71039628594195784992

BANK OF AMERICA, N.A.
275 SOUTH VALENCIA AVENUE
BREA, CA 92823-6340
First Class and Cert. No. 71039628594195785067

BANK OF AMERICA, N.A.
604 N 9TH ST
KLAMATH FALLS, OR 97601
First Class and Cert. No. 71039628594195785159

BANK OF AMERICA, N.A.
C/O FL9-700-01-01, JACKSONVILLE POST CLOSING
9000 SOUTHSIDE BLVD. BLDG 700, FILE RECEIPT DEPT.
JACKSONVILLE, FL 32256
First Class and Cert. No. 71039628594195785227

Unofficial
Copy

TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-12-502240-SH**

Reference is made to that certain deed made by **JOSHUA CRISP, AN UNMARRIED PERSON**, as Grantor to **FIRST AMERICAN TITLE INSURANCE COMPANY**, as trustee, in favor of **BANK OF AMERICA, N.A.**, as Beneficiary, dated **9/25/2007**, recorded **9/28/2007**, in official records of **KLAMATH** County, Oregon in book / reel / volume number / fee / file / instrument / microfile / reception number **2007-017031**, covering the following described real property situated in said County and State, to-wit:

APN: R634424

LOT 13, BLOCK 309, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: **2410 RADCLIFFE AVE, KLAMATH FALLS, OR 97601**

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 grantors:

The installments of principal and interest which became due on 12/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Monthly Payment **\$414.37**

Monthly Late Charge

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 **\$50,558.11** together with interest thereon at the rate of **6.7500** per annum from **11/1/2011** 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 **Quality Loan Service Corporation of Washington**, the undersigned trustee will on **9/6/2012** at the hour of **10:00:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, OR 97601** 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.

For Sale Information Call: 714-730-2727 or Login to: www.lpsasap.com

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.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **Quality Loan Service Corporation of Washington**. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

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

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Dated: **4-30-12**

Quality Loan Service Corporation of Washington, as trustee

Signature By _____



**Brian Souza, Assistant Secretary
Quality Loan Service Corp. of Washington**

**c/o Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101**

**For Non-Sale Information:
Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101
619-645-7711
Fax: 619-645-7716**

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 9/6/2012. 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.

Oregon State Bar: (503) 684-3763; (800) 452-7636
Legal assistance: www.lawhelp.org/or/index.cfm

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:

Street Address: 2410 RADCLIFFE AVE

KLAMATH

City: FALLS

State: OR

ZIP: 97601

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

The amount you would have to pay as of **4/30/2012** (date) to bring your mortgage loan current was **\$3,261.65**. 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 can 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 details by sending a request by certified mail to:

Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

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

Date and Time: **9/6/2012 at 10:00:00 AM**

Place: **On the front steps of the Circuit Court, 316 Main Street. in
the City of Klamath Falls, County of Klamath, OR 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 any time before the sale.
3. You can call **Bayview Loan Servicing, LLC** at **800-457-5105** 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, call the statewide phone contact number at **800-SAFENET (800- 723-3638)**. You may also want to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or visit its website at 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>.

WARNING: You may get offers from people saying they can help you keep your property. 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: 4-30-12

Trustee name(print): **Quality Loan Service Corporation of Washington**

X 

Trustee signature **By: Brian Souza**

Trustee telephone number: (866)-645-7711

AFFIDAVIT OF POSTING

STATE OF OREGON
County of Klamath

ss.

I, Erick Kaber, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale and Notice to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**2410 Radcliffe Ave
Klamath Falls, OR 97601**

As follows:

On 05/03/2012 at 7:47 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 05/07/2012 at 4:20 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

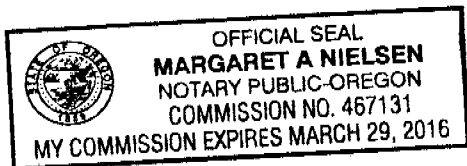
On 05/10/2012 at 8:12 AM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 17th day of May, 2012
by Erick Kaber.

Margaret A. Nielsen
Notary Public for Oregon

X Erick Kaber
Erick Kaber
Nationwide Process Service, Inc.
300 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



287486

502240
916

**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#14259 SALE CRISP #4239084

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:
05/15/2012 05/22/2012 05/29/2012 06/05/2012

Total Cost: \$1334.00

Jeanine P Day
Subscribed and sworn by Jeanine P Day before me on:
5th day of June in the year of 2012

Debra A Gribble
Notary Public of Oregon
My commission expires on May 15, 2016



**TRUSTEE'S NOTICE OF SALE
T.S. No.: OR-12-502240-SH**

Reference is made to that certain deed made by JOSHUA CRISP, AN UNMARRIED PERSON, as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee, in favor of BANK OF AMERICA, N.A., as Beneficiary, dated 9/25/2007, recorded 9/28/2007, in official records of KLAMATH County, Oregon in book / reel / volume number fee / file / instrument / microfile / reception number 2007-017031, covering the following described real property situated in said County and State, to-wit: APN: R634424 LOT 13, BLOCK 309, DARROW ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 2410 RADCLIFFE AVE, KLAMATH FALLS, OR 97601.

~~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 grantors: The installments of principal and interest which became due on 12/1/2011, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$414.37 Monthly Late Charge~~

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 \$50,558.11 together with interest thereon at the rate of 6.7500 per annum from 11/1/2011 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 Quality Loan Service Corporation of Washington, the undersigned trustee will on 9/6/2012 at the hour of 10:00:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, OR 97601 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. For Sale Information Call: 714-730-2727 or Login to: www.lpsasap.com.

Rtran

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. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service Corporation of Washington. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders rights against the real property only. THIS OFFICE IS ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. Dated: 4/30/2012
Quality Loan Service Corporation of Washington, as trustee
Signature By: Brian Souza, Assistant Secretary Quality Loan Service Corp. of Washington C/O Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101 For Non-Sale Information: Quality Loan Service Corporation of Washington c/o Quality Loan Service Corp. 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 A-4239084
05/15/2012, 05/22/2012, 05/29/2012, 06/05/2012.
#14259 May 15, 22, 29, June 05, 2012.