

1st 1871952

After Recording Return to:  
Katrina E. Glogowski  
2505 Third Ave Ste 100  
Seattle, WA 98121

2012-008476

Klamath County, Oregon



00122136201200084760100109

08/03/2012 11:04:08 AM

Fee: \$92.00

FILE NO. 12-4075

Grantor: Brian Loder and Audra Loder, 4933 Memorie Ln, Klamath Falls, OR 97603  
Grantee: U.S. Bank, N.A., as Trustee on behalf of GMACM Mortgage Loan Trust 2010-2,  
Mortgage Pass-Through Certificate Series 2010-2, 33600 6<sup>th</sup> Ave S, Federal Way, WA  
98003  
Trustee: Katrina E. Glogowski, Glogowski Law Firm, PLLC, 2505 Third Ave Ste 100, Seattle,  
WA 98121  
APN: R555991

Recording Cover Sheet for Notice of Sale Proof of Compliance, per ORS 205.234.

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not affect the transactions contained in the instrument itself.

Affidavit of Mailing Notice of Sale  
Notice to Tenants  
Affidavit of Service of Notice of Sale  
Affidavit of Publication

1st 97-

**Affidavit of Mailing**

The undersigned makes the following declaration:

1. I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years and not the beneficiary or its successor in interest named in the attached Notice of Sale and ORS 86.740(20) Notice.
2. That on June 8, 2012, I deposited in the mails of the United States of America a copy of the attached NOTICE OF SALE; ORS 86.740(20) NOTICE; NOTICE REQUIRED UNDER FEDERAL LAW; and NOTICE TO TENANTS and LOAN MODIFICATION REQUEST FORM, securely sealed in an envelope with the requisite postage thereon, to be transmitted by first class and certified mail, return receipt requested, to each of the following grantors or successors in interest at their respective addresses set forth below:

NAME AND ADDRESS

Brian Loder and Audra Loder, 4933 Memorie Ln, Klamath Falls, OR 97603  
Occupants, 4933 Memorie Ln, Klamath Falls, OR 97603  
Brian Loder and Audra Loder, 1828 Kane St, Klamath Falls, OR 97603  
MERS, Inc., PO Box 2026, Flint, MI 48501-2026  
Discover Bank, 6500 New Albany Rd, PO Box 3025, New Albany, OH 43054-3025  
Credit Bureau of Klamath County, 839 Main St, Klamath Falls, OR 97601

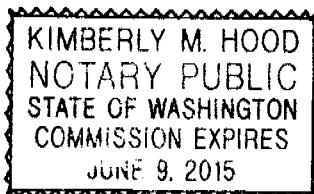
I declare under penalty of perjury that the foregoing is true and correct.

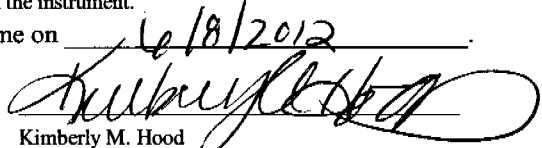
  
Demetria Hamilton

STATE OF WASHINGTON     )  
COUNTY OF KING         ) ss.

I certify that I know or have satisfactory evidence that Natalie Smirnova signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on 6/18/2012



  
Kimberly M. Hood  
Notary Public in and for the State of Washington  
Residing at Seattle, Washington  
My appointment expires 06/09/2015

## NOTICE OF SALE

Re: Deed of Trust, Brian Loder and Audra Loder,  
Grantor(s)

To: Katrina E. Glogowski, Successor Trustee

After Recording Return to:  
Katrina E. Glogowski  
Glogowski Law Firm, PLLC  
2505 Third Ave Ste 100  
Seattle, WA 98121

FILE NO. 12-4075

## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Brian Loder and Audra Loder, Grantor(s), to Pacific Northwest Company of Oregon, Inc. trustee, in favor of MERS as Nominee for Quicken Loans Inc., as beneficiary, recorded 03/21/2007, in the Records of Klamath County, Oregon as Instrument No. 2007-004933, which was subsequently assigned to U.S. Bank, N.A., as Trustee on behalf of GMACM Mortgage Loan Trust 2010-2, Mortgage Pass-Through Certificate Series 2010-2 on 05/21/2012 under Instrument No. 2012-5487, and Katrina E. Glogowski, Glogowski Law Firm, PLLC being the successor trustee, covering the following described real property situated in the above-mentioned county and state, to wit: APN: R555991; Lot 5 in Block 9 of Tract 1025 - Winchester, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; Commonly known as 4933 Memorie Ln, 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 86.753(3) of Oregon Revised Statutes. The default for which foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$704.16 beginning on 02/01/2012; plus late charges of \$0.00; plus advances of \$410.78; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. By 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 \$155,635.44 together with interest thereon at the rate of 4.125% per annum from 02/01/2012 until paid; plus advances of \$410.78; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable. Whereof, notice is hereby given that Katrina E. Glogowski, Glogowski Law Firm, PLLC, the undersigned trustee will on 10/10/2012 at the hour of 10:00 am standard time, as established by ORS 187.110, at the on the front steps of the Klamath Falls County Circuit Court, 316 Main St, Klamath Falls, OR, 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 ORS 86.753 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. Notice is hereby given that reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must comply with that statute. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the sale status and the opening bid. 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 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. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

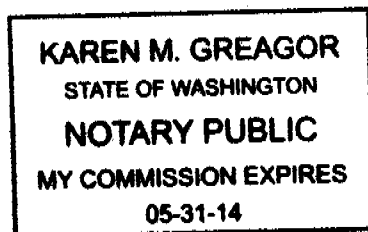
DATED: June 6, 2012

By Katrina E. Glogowski  
Successor Trustee  
2505 Third Ave Ste 100  
Seattle, WA 98121  
(206) 903-9966

STATE OF WASHINGTON )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Katrina E. Glogowski signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

SUBSCRIBED AND SWORN TO before me on June 6, 2012.



Karen M. Greagor  
Karen M. Greagor  
Notary Public in and for the State of Washington  
Residing at Mercer Island, Washington  
My appointment expires 05/31/2014

**THIS NOTICE SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.**

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 holder's rights against the real property. 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 have to fulfill the terms of your credit obligations. This debt will be presumed to be valid unless you notify this firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof. If you dispute the validity of this debt or any portion thereof, any if you notify this form of your dispute in writing within the thirty-day period, we will provide you with verification of the debt and mail such to you at the address to which this notice was sent. Upon your written request within the thirty-day period, we will provide you the name and address of the original creditor according to our records if different than the present creditor.

### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/10/2012. 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 Association at 800-452-8260 or <http://www.osbar.org>.  
Trustee: Katrina E. Glogowski, Glogowski Law Firm, PLLC (877) 996-0900

## ORS 86.740(20) NOTICE

**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:  
4933 Memorie Ln, 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 to pay as of June 6, 2012 to bring your mortgage loan current was \$3,931.58. 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) 562-2510 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: Glogowski Law Firm, PLLC, 2505 Third Ave Ste 100, Seattle, WA 98121.

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

10/10/2012 at 10:00 on the front steps of the Klamath Falls County Circuit Court, 316 Main St, Klamath Falls, OR

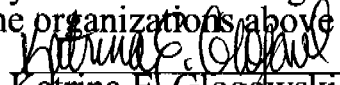
**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

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 (800) 562-2510 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 number at 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 (800) 452-7636 or you may visit its website at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

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

Dated: June 6, 2012

  
Katrina E. Glogowski  
Glogowski Law Firm, PLLC  
(206) 903-9966

## NOTICE REQUIRED UNDER FEDERAL LAW

Mortgage foreclosure is a complex process. Some people may approach you about saving your home. You should be careful about any such promises. There are government and non-profit agencies you may contact for helpful information about the foreclosure process. Contact your lender immediately at (800) 562-2510, call the Department of Housing and Urban Development Housing Counseling Hotline at (800) 569-4287 to find a housing counseling agency certified by the Department to assist you in avoiding foreclosure, or visit the Department's Tip for Avoiding Foreclosure website at <http://www.hud.gov/foreclosure> for additional assistance.

## AVISO PREVIO ESTIPULADO EN LA LEY FEDERAL

Hipoteca es un proceso complejo. Algunas personas pueden enfocarse sobre el ahorro de su hogar. Usted debe tener cuidado con este tipo de promesas. Hay gobiernos y agencias sin fines de lucro, puede ponerse en contacto para información útil sobre proceso de ejecución hipotecaria. Póngase en contacto con su prestamista inmediatamente a (800) 562-2510, llame a la Department of Housing and Urban Development Housing Counseling Line at (800) 569-4287, para encontrar una agencia de asesoramiento de vivienda certificada por el Departamento para ayudarle a evitar la ejecución hipoteca, o visite <http://www.hud.gov/foreclosure> de asistencia adicional.



**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 **4933 Memorie Ln. Klamath Falls, OR 97603**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to \_\_ 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:

1<sup>st</sup> Attempt: July 06, 2012 9:00 AM POSTED

2<sup>nd</sup> Attempt: July 09, 2012 3:38 PM POSTED

3<sup>rd</sup> Attempt: July 18, 2012 1:00 PM POSTED

☐ **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 July 20, 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

*Chelsae Chambers*

**4933 Memorie Ln. 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.

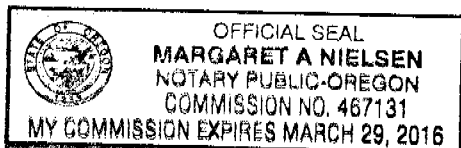
July 6, 2012 9:00 AM  
**DATE OF SERVICE TIME OF SERVICE**

☐ or non occupancy

By:

*[Signature]*

Subscribed and sworn to before on this 20<sup>th</sup> day of July, 2012.



*Margaret A. Nielsen*  
Notary Public for Oregon

**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#14408 SALE LODER

LODER 12-4075

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:

06/28/2012 07/05/2012 07/12/2012 07/19/2012

Total Cost: \$1064.00

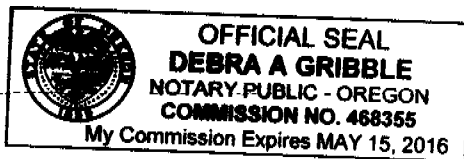
*Jeanine P Day*

Subscribed and sworn by Jeanine P Day before me on:  
19th day of July in the year of 2012

*Debra A Gribble*

Notary Public of Oregon

My commission expires on May 15, 2016



**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain trust deed made by Brian Loder and Audra Loder, Grantor(s), to Pacific Northwest Company of Oregon, Inc. trustee, in favor of MERS as Nominee for Quicken Loans Inc., as beneficiary, recorded 03/21/2007, in the Records of Klamath County, Oregon as Instrument No. 2007-004933, which was subsequently assigned to U.S. Bank, N.A., as Trustee on behalf of GMACM Mortgage Loan Trust 2010-2, Mortgage Pass-Through Certificate Series 2010-2 on 05/21/2012 under Instrument No. 2012-5487, and Katrina E. Glogowski, Glogowski Law Firm, PLLC being the successor trustee, covering the following described real property situated in the above-mentioned county and state, to wit: APN: R555991; Lot 5 in Block 9 of Tract 1025 - Winchester, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; Commonly known as 4933 Memorie Ln, 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 86.753(3) of Oregon Revised Statutes. The default for which foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$704.16 beginning on 02/01/2012; plus late charges of \$0.00; plus advances of \$410.78; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By 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 \$155,635.44 together with interest thereon at the rate of 4.125% per annum from 02/01/2012 until paid; plus advances of \$410.78; together with title expenses, costs, trustee's fees and attorneys' fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

Whereof, notice is hereby given that Katrina E. Glogowski, Glogowski Law Firm, PLLC, the undersigned trustee will on 10/10/2012 at the hour of 10:00 am standard time, as established by ORS 187.110, at the on the front steps of the Klamath Falls County Circuit Court, 316 Main St, Klamath Falls, OR, 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 ORS 86.753 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. Notice is hereby given that reinstatement or payoff quotes requested pursuant to ORS 86.757 and 86.759 must comply with that statute. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the sale status and the opening bid.

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 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. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. DATED 06/06/2012 by Katrina E. Glogowski, Glogowski Law Firm, PLLC, 2505 Third Ave Ste 100, Seattle WA 98121, (206) 903-9966.  
#14408 June 28, July 05, 12, 19, 2012.