

WTC 93651

2012-009746

Klamath County, Oregon

RECORDING REQUESTED BY
and When Recorded Mail to:

Fidelity National Title Insurance Company

11000 Olson Drive Ste 101

Rancho Cordova, CA , 95670

TS No: 12-00987-5

Order No: 120157759-OR-GNO

Loan No: 0326255932

TAX ID: R890321



00123706201200097460080080

09/04/2012 03:21:02 PM

Fee: \$72.00

**Affidavit(s) of Compliance
RECORDING COVER SHEET
Pursuant to ORS 205.234**

Affidavit of Mailing Trustee's Notice of Sale

Direct: JOHN CATCHING

Indirect: MATTHEW MARSHALL AND JESSICA MARSHALL, HUSBAND AND WIFE

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

Original Grantor: MATTHEW MARSHALL AND JESSICA MARSHALL, HUSBAND AND WIFE

Current Beneficiary: Wells Fargo Bank, NA

11000 Olson Drive Ste 101 , Rancho Cordova, CA 95670

Phone: 916-636-0114 Facsimile: 916-638-1271 Office Email: E FNT-DRN-SAC@fnf.com

7/2/12

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
STATE OF CALIFORNIA, County of Sacramento
TS #: 12-00987-5

I, the undersigned, being first duly sworn, depose and 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 beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain deed described in said notice.

I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known address, to-wit:

STATE OF OREGON

DEPARTMENT OF JUSTICE; DIVISION OF CHILD SUPPORT
1495 EDGEWATER STREET NW, SUITE 170
SALEM, OR 97304

Certified Article Number

7160 3901 9849 2585 9947

SENDERS RECORD

MATTHEW MONROE MARSHALL

4861 HARLAN DR
KLAMATH FALLS, OR 97603

Certified Article Number

7160 3901 9849 2585 9954

SENDERS RECORD

MELODY RAE RHOADES-MARSHALL

C/O DOUGLAS OSBORNE, ATTORNEY
439 PINE
KLAMATH FALLS, OR 97601

Certified Article Number

7160 3901 9849 2585 9961

SENDERS RECORD

MATTHEW M. MARSHALL

5505 AMERICAN AVE
KLAMATH FALLS, OR 97601

Certified Article Number

7160 3901 9849 2585 9978

SENDERS RECORD

MATTHEW M. MARSHALL
C/O ROBERT S. HAMILTON, ATTORNEY
deSCHWEINITZ & HAMILTON
900 WEST 8TH ST
MEDFORD, OR 97501

Certified Article Number

7160 3901 9849 2585 9985

SENDERS RECORD

MATTHEW M. MARSHALL
2715 SIERRA HEIGHTS DR
KLAMATH FALLS, OR 97603

Certified Article Number

7196 9008 9111 4894 2162

SENDERS RECORD

MELODY RAE RHOADES-MARSHALL
506 ROOSEVELT ST
KLAMATH FALLS, OR 97601

Certified Article Number

7196 9008 9111 4894 2179

SENDERS RECORD

MELODY R. ROHOADS
506 ROOSEVELT ST
KLAMATH FALLS, OR 97601

Certified Article Number

7196 9008 9111 4894 2186

SENDERS RECORD

Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale, 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 Rancho Cordova, CA on 6/11/2012. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after the notice of default and election to sell described in said notice of sale was recorded.

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

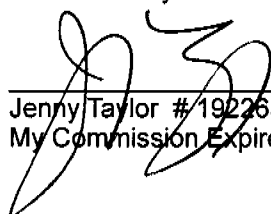

John Catching

State of California }ss.
County of Sacramento }ss

On June 11, 2012, before me, Jenny Taylor, a Notary Public in and for said county, personally appeared John Catching, 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.



Jenny Taylor #1922659
My Commission Expires January 22, 2015

(Seal)



TRUSTEE'S NOTICE OF SALE

Loan No: 0326255932
T.S. No.: 12-00987-5

Reference is made to that certain Deed of Trust dated as of September 12, 2011 made by, MATTHEW MARSHALL AND JESSICA MARSHALL, HUSBAND AND WIFE, as the original grantor, to FIDELITY NATIONAL TITLE INS CO, as the original trustee, in favor of Wells Fargo Bank, N.A, as the original beneficiary, recorded on September 23, 2011, as Instrument No. 2011-010716 of Official Records in the Office of the Recorder of Klamath County, Oregon (the "Deed of Trust").

The current beneficiary is: Wells Fargo Bank, NA, (the "Beneficiary").

APN: R890321

LOT 9 - TRACT 1383 - SIERRA HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: 2715 SIERRA HEIGHTS, KLAMATH FALLS, OR

Both the Beneficiary and the Trustee have elected to sell the said real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default(s) for which the foreclosure is made is that the grantor(s): failed to pay payments which became due; together with late charges due; together with other fees and expenses incurred by the Beneficiary; and which defaulted amounts total: \$8,066.85 as of June 1, 2012.

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 \$242,072.17 together with interest thereon at the rate of 3.50000% per annum from December 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 FIDELITY NATIONAL TITLE INSURANCE COMPANY, as the duly appointed Trustee under the Deed of Trust will on **October 9, 2012** at the hour of **10:00 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, 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 of the Deed of Trust, together with any interest which the grantor or his successor(s) in interest acquired after the execution of the Deed of Trust, 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 or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Deed of Trust, at any time prior to five days before the date last set for sale.

**FOR FURTHER INFORMATION, PLEASE CONTACT FIDELITY NATIONAL
TITLE INSURANCE COMPANY, 11000 Olson Drive Ste 101, Rancho Cordova,
CA 95670 916-636-0114**

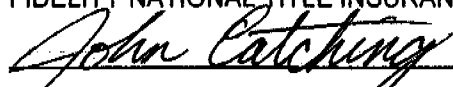
**FOR SALE INFORMATION CALL: 714.730.2727
Website for Trustee's Sale Information: www.lpsasap.com**

TRUSTEE'S NOTICE OF SALE

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

Dated: June 8, 2012

FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee

A handwritten signature in cursive script, reading "John Catching", is written over a horizontal line.

John Catching, Authorized Signature

State of California
County of Sacramento

I, the undersigned, certify that I am the Trustee Sale Officer and that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.

A handwritten signature in cursive script, reading "John Catching", is written over a horizontal line.

John Catching, Authorized Signature

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for October 9, 2012. The date of this sale may be postponed. Unless the lender who 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 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 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.

Free legal assistance:

Oregon Law Center

Portland: 503-295-2760
Coos Bay: 800-303-3638
Ontario: 888-250-9877
Salem: 503-485-0696
Grants Pass: 541-476-1058
Woodburn: 800-973-9003
Hillsboro: 877-726-4381
<http://www.oregonlawcenter.org/>

Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: <http://www.osbar.org> or <http://www.osbar.org/public/ris/ris.html>.