

UTC 94011

RECORDING REQUESTED BY  
and When Recorded Mail to:

**Fidelity National Title Insurance Company**  
11000 Olson Drive Ste 101  
Rancho Cordova, CA , 95670  
TS No: 12-01445-5  
Order No: 120210766-OR-GSO  
Loan No: 0263627424  
TAX ID: R3909-011DC-08600

**2012-011947**

Klamath County, Oregon

10/29/2012 03:03:09 PM

Fee: \$142.00

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

**Affidavit of Mailing Trustee's Notice of Sale**

Direct: Eddie Solares / Heather Vollmuth / Doraluz Sotelo

Indirect: DONNA D. COLMENERO, A SINGLE WOMAN

**Affidavit of Posting and Service**

Direct: Nationwide Process Service, Inc.

Indirect: DONNA D. COLMENERO, A SINGLE WOMAN

**Affidavit of Publication**

Direct: HERALD & NEWS (OR)

Indirect: DONNA D. COLMENERO, A SINGLE WOMAN

**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.**

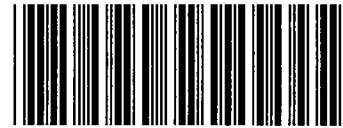
**Original Grantor: DONNA D. COLMENERO, A SINGLE WOMAN**

**Current Beneficiary: Wells Fargo Bank, NA**

1425W

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



Walz Affidavit #: 3257492

**AFFIDAVIT OF MAILING****Default Resolution Network**

Date: 07/02/2012

Ref. No.: 12-01445-5

MailbatchID: 436695

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 Default Resolution Network; is not a party to the within action; and that on July 02, 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

ORGRNTR  
7196 9006 9296 0661 5673  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

ORGRNTR  
7196 9006 9296 0661 5680  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603-8016

ORGRNTR  
7196 9006 9296 0661 5697  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT  
KLAMATH FALLS, OR 97603

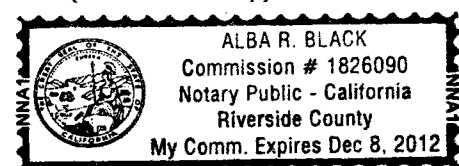
ORGRNTR  
7196 9006 9296 0661 5703  
REF #: 12-01445-5  
OCCUPANT  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

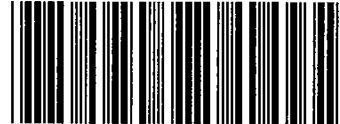
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

Subscribed and sworn to (or affirmed) before me on this 5 day of July (month), 2012 (year), by Eddie Solares, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Alba R. Black (Signature of Notary)

(Seal of Notary)





Walz Affidavit #: 3257369

**AFFIDAVIT OF MAILING****Default Resolution Network**

Date: 07/02/2012

Ref. No.: 12-01445-5

MailbatchID: 436678

STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on July 02, 2012, she 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 First Class, 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 

Affiant Heather Vollmuth

ORGRNTR  
2263532619  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

ORGRNTR  
2263532620  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603-8016

ORGRNTR  
2263532621  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT  
KLAMATH FALLS, OR 97603

ORGRNTR  
2263532622  
REF #: 12-01445-5  
OCCUPANT  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

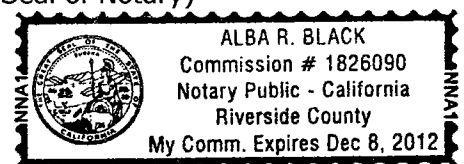
STATE OF CALIFORNIA     )  
COUNTY OF RIVERSIDE    )

Subscribed and sworn to (or affirmed) before me on this 6 day of July (month), 2012 (year), by Heather Vollmuth, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



(Signature of Notary)

(Seal of Notary)



## **NOTICE:**

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

**Re: TS#: 12-01445-5**

**Loan #: 0263627424**

**This notice is about your mortgage loan on your property at 5304 STURDIVANT AVENUE, 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 June 23, 2012 to bring your mortgage loan current was \$2,974.11. 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 888-828-2377 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:

Wells Fargo Bank c/o FIDELITY NATIONAL TITLE INSURANCE COMPANY 11000 Olson Drive Ste 101, Rancho Cordova, CA 95670

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

Date and time: November 2, 2012 at 10:00 AM

Place: on the front steps of the Circuit Court, 316 Main Street., in the City of Klamath Falls, Oregon.

### **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 Wells Fargo Bank, N.A at 888-828-2377 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 contact 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 toll-free in Oregon at **800-452-7636** or you may visit its website at: [www.osbar.org](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://oregonlawhelp.org>.

**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 any questions, talk to a lawyer or one of the organizations mentioned above before signing.

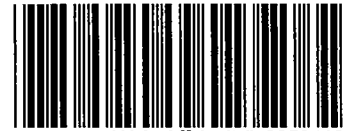
**July 2, 2012**

FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee

  
Megan Curtis, Authorized Signature

Trustee telephone number: 916-636-0114

Trustee Address: 11000 Olson Drive Ste 101 , Rancho Cordova, CA 95670



Walz Affidavit #: 3259413

**AFFIDAVIT OF MAILING****Default Resolution Network**

Date: 07/03/2012


Ref. No.: 12-01445-5

MailbatchID: 437039

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on July 03, 2012, she 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   
Affiant Doraluz Sotelo

ORNOS  
7196 9006 9296 0696 4559  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

ORNOS  
7196 9006 9296 0696 4566  
REF #: 12-01445-5  
DONNA D. COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603


ORNOS  
7196 9006 9296 0696 4573  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT  
KLAMATH FALLS, OR 97603

ORNOS  
7196 9006 9296 0696 4580  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603-8016

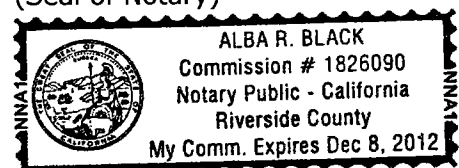
ORNOS  
7196 9006 9296 0696 4597  
REF #: 12-01445-5  
OCCUPANT  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

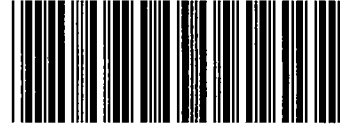
STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

Subscribed and sworn to (or affirmed) before me on this 6 day of July (month), 2012 (year), by Doraluz Sotelo, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

 (Signature of Notary)

(Seal of Notary)





Walz Affidavit #: 3259244

**AFFIDAVIT OF MAILING****Default Resolution Network**

Date: 07/03/2012


Ref. No.: 12-01445-5

MailbatchID: 437012

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Default Resolution Network; is not a party to the within action; and that on July 03, 2012, she 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 First Class, 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   
Affiant Doraluz Sotelo

ORNOS  
2263568462  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

ORNOS  
2263568463  
REF #: 12-01445-5  
DONNA D. COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603


ORNOS  
2263568464  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT  
KLAMATH FALLS, OR 97603

ORNOS  
2263568465  
REF #: 12-01445-5  
DONNA D COLMENERO  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603-8016

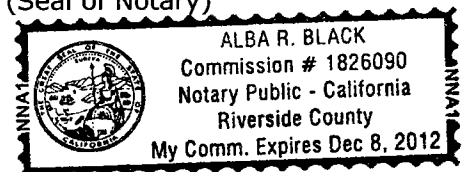
ORNOS  
2263568466  
REF #: 12-01445-5  
OCCUPANT  
5304 STURDIVANT AVENUE  
KLAMATH FALLS, OR 97603

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

Subscribed and sworn to (or affirmed) before me on this 6 day of July (month),  
2012 (year), by Doraluz Sotelo, proved to me on the basis of satisfactory evidence to be the  
person who appeared before me.

 (Signature of Notary)

(Seal of Notary)



## TRUSTEE'S NOTICE OF SALE

Loan No: 0263627424  
T.S. No.: 12-01445-5

Reference is made to that certain Deed of Trust dated as of September 3, 2009 made by, DONNA D. COLMENERO, A SINGLE WOMAN, as the original grantor, to FIDELITY NATIONAL TITLE INSURANCE COMPANY, as the original trustee, in favor of Wells Fargo Bank, NA, as the original beneficiary, recorded on September 4, 2009, as Instrument No. 2009-011916 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: R3909-011DC-08600

SEE "EXHIBIT A" ATTACHED HERETO AND MADE PART HEREOF

Commonly known as: 5304 STURDIVANT AVENUE, 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: \$2,974.11 as of June 23, 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 \$134,705.73 together with interest thereon at the rate of 4.87500% per annum from February 1, 2012 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 **November 2, 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](http://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: July 3, 2012

  
FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee

Megan Curtis, 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.

  
Megan Curtis, Authorized Signature

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel 1**

**Lot 59, LAMRON HOMES, , according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

**Parcel 2**

**A 15 foot strip of land situated in the S1/2 SW1/4 SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Southeast corner of Lot 59; Lamron Homes Subdivision, according to the duly recorded plat thereof; thence South 0 degrees 07' East a distance of 15 feet to the South line of Section 11; thence North 89 degrees 56' West along the South line of said Section 11 a distance of 85 feet; thence North 0 degrees 07' West a distance of 15 feet to the Southwest corner of said Lot 59; thence South 89 degrees 56' East along the South line of said Lot 59 a distance of 85 feet, more or less, to the point of beginning.**

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 2, 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>.

## AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

I, Andrew Thompson, 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, Exhibit "A", 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**":

**5304 Sturdivant Avenue  
Klamath Falls, OR 97603**

As follows:

On 07/05/2012 at 10:25 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 07/09/2012 at 11:00 AM, 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).

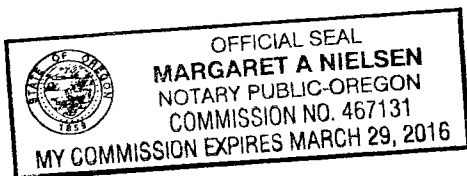
On 07/13/2012 at 11:30 AM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 16<sup>th</sup> day of July, 2012  
by Andrew Thompson.

Margaret A. Nielsen  
Notary Public for Oregon

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



\*298835\*

**AFFIDAVIT OF MAILING**

STATE OF OREGON  
County of Multnomah

ss.

I, Mary Brodbeck, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On July 13, 2012, I mailed a copy of the Trustee's Notice of Sale, Exhibit "A", and Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

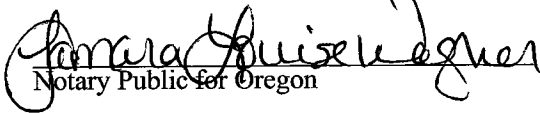
The envelope was addressed as follows:

**OCCUPANT**  
**5304 Sturdivant Avenue**  
**Klamath Falls, OR 97603**


This mailing completes service upon an occupant at the above address with an effective date of **07/05/2012** as calculated pursuant to ORS 86.750 (1)(c).

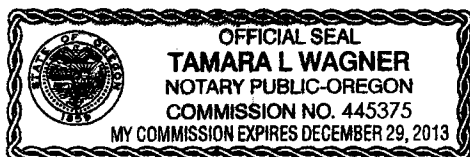
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 18th day of July, 2012  
by Mary Brodbeck.

  
Notary Public for Oregon

X

  
\_\_\_\_\_  
Mary Brodbeck  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*298835\*

## TRUSTEE'S NOTICE OF SALE

Loan No: 0263627424

T.S. No.: 12-01445-5

Reference is made to that certain Deed of Trust dated as of September 3, 2009 made by, DONNA D. COLMENERO, A SINGLE WOMAN, as the original grantor, to FIDELITY NATIONAL TITLE INSURANCE COMPANY, as the original trustee, in favor of Wells Fargo Bank, NA, as the original beneficiary, recorded on September 4, 2009, as Instrument No. 2009-011916 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: R3909-011DC-08600

SEE "EXHIBIT A" ATTACHED HERETO AND MADE PART HEREOF

Commonly known as: 5304 STURDIVANT AVENUE, 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: \$2,974.11 as of June 23, 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 \$134,705.73 together with interest thereon at the rate of 4.87500% per annum from February 1, 2012 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 **November 2, 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](http://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: July 3, 2012

  
FIDELITY NATIONAL TITLE INSURANCE COMPANY, Trustee

Megan Curtis, 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.

  
Megan Curtis, Authorized Signature



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**Parcel 1**

**Lot 59, LAMRON HOMES, , according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

**Parcel 2**

**A 15 foot strip of land situated in the S1/2 SW1/4 SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the Southeast corner of Lot 59; Lamron Homes Subdivision, according to the duly recorded plat thereof; thence South 0 degrees 07' East a distance of 15 feet to the South line of Section 11; thence North 89 degrees 56' West along the South line of said Section 11 a distance of 85 feet; thence North 0 degrees 07' West a distance of 15 feet to the Southwest corner of said Lot 59; thence South 89 degrees 56' East along the South line of said Lot 59 a distance of 85 feet, more or less, to the point of beginning.**

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 2, 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>.

# 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 # 14454

Sale - Colmenero

#4268028

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:

July 20, 27, 2012

August 03, 10, 2012

Total Cost: \$1,118.00

Subscribed and sworn by Heidi Wright

before me on: August 10, 2012

Notary Public of Oregon

My commission expires on May 15, 2016



OFFICIAL SEAL  
DEBRA A GRUBBE  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 408355

My Commission Expires MAY 15, 2016

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FPT