

1st  
1973245

**2012-013881**

**Klamath County, Oregon**

**12/13/2012 11:48:37 AM**

**Fee: \$137.00**

**RECORDING COVER SHEET**

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

**After Recording Return To:**

**c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614**

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

**Affidavit of Mailing Trustee Notice of Sale  
Trustee's Notice of Sale  
Declaration of Non Military Service  
Affidavit of Publication  
Proof of Service**

**2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:**

**UniBanCal Mortgage Corporation**

**3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:**

**William Edmund and Anita Edmund**

**3a. Trustee and address, if any**

**Trustee Corps**

**4. Send Tax Statements To:**

**No Change**

**5. True and Actual Consideration:**

**N/A**

1st  
1973245

When recorded mail to:

Trustee Corps

17100 Gillette Ave

Irvine, CA, 92614

P: 949.252.8300

F: 949.252.8330

TS # OR01000003-12

Title Order: 6482751

Grantor: William and Anita Edmund

7289638/1973245

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**AFFIDAVIT PACKAGE**

Recording Requested By:

When Recorded Mail to:

First American Title Insurance Company  
c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

Trustee Sale No. OR01000015-12-1

APN R889980

Title Order No. 7289638

### AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Horacio Montoya being first duly sworn, depose, 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 his successor in interest named in the attached original or copy of Notice of Sale given under the terms of that certain Trust Deed described in said notice.

Notice of the sale of the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit: SEE ATTACHED

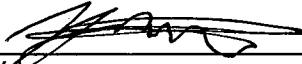
Said person(s) include the Grantor(s) in the Trust Deed, any successor in interest to the Grantor(s) whose interest appears of record or of whose interest the Trustee or the Beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

Each of the notices mailed were a true copy of the original Trustee's Notice of Sale by TRUSTEE CORPS, for First American Title Insurance Company, the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in IRVINE, on December 6, 2012. Each of said notices was mailed after the Notice of Default and Election to Sell described in said Trustee's Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the Trustee for the Trustee's Sale.

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor(s) and successor in interest, if any."

Each of the notices so mailed was certified to be a true copy of the original Trustee's Notice of Sale by TRUSTEE CORPS, for First American Title Insurance Company, the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in IRVINE, on December 6, 2012. Each of said notices was mailed after the Notice of Default and Election to Sell described in said Trustee's Notice of Sale was mailed at least 25 days before the day of the Trustee's Sale.

Dated: December 6, 2012


  
BY: \_\_\_\_\_  
Authorized Signatory

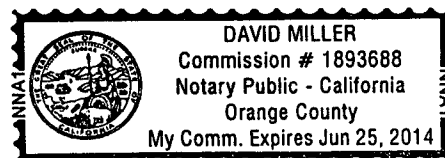
State of CALIFORNIA  
County of ORANGE

On December 6, 2012 before me, David Miller Notary Public in and for said county, personally appeared Heracio Montoya who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed and sworn within the 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

  
\_\_\_\_\_  
Notary Public



## Declaration of Mailing

Trustee's Sale No. OR01000015-12-1

Date: 10/17/2012

Mailing: Sale

I, Horacio Montoya, declare: That I am an officer, agent, or employee of MTC FINANCIAL INC. dba TRUSTEE CORPS Page: 1  
whose business address is 17100 Gillette Ave, Irvine, CA 92614

I am over the age of eighteen years; On 10/17/2012 by Certified and First Class mail, enclosed in a sealed envelope with postage notices,

a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R R Fee
71901017845004024700	WILLIAM C. EDMUND 4910 HORNED LARK DRIVE KLAMATH FALLS, OR 97601		
71901017845004024816	ANITA A.V. EDMUNDS 4910 HORNED LARK DR KLAMATH FALLS, OR 97601		
71901017845004024922	ANITA EDMUND 4910 HORNED LARK DRIVE KLAMATH FALLS, OR 97601		
71901017845004025035	ANITA EDMUND 30482 MARBELLA VISTA SAN JUAN CAPISTRANO, CA 92675		
71901017845004025127	RUNNING Y RANCH RESORT OWNERS ASSOCIATION 5500 RUNNING Y ROAD KLAMATH FALLS, OR 97601		
71901017845004025226	RUNNING Y RANCH RESORT OWNERS ASSOCIATION 5115 RUNNING Y RD KLAMATH FALLS, OR 97601		
71901017845004025295	RUNNING Y RANCH RESORT OWNERS ASSOCIATION C/O CURT HEIMULLER 5115 RUNNING Y RD KLAMATH FALLS, OR 97601		
71901017845004025325	ANITA A.V. EDMUND 520 2nd Street # 9 Lake Oswego, OR 97034		
71901017845004025424	ANITA A.V. EDMUND 30482 MARBELLA VISTA SAN JUAN CAPISTRANO, CA 92675		
71901017845004025431	RUNNING Y RANCH RESORT OWNERS ASSOCIATION C/O SEAN MARSTERS P.O. BOX 1215 REDMOND, OR 97756		
71901017845004025509	ANITA A.V. EDMUND 4910 HORNED LARK DRIVE KLAMATH FALLS, OR 97601		



Number of Pieces by Sender  11	Number of Pieces Received  11	Postmaster (Name) Receiving Employee  P	Mail By (Name) Sending Employee
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I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

10/17/12  
(Date)

(Declaring)

## Declaration of Mailing

Trustee's Sale No. OR01000015-12-1

Date: 10/17/2012

Mailing: Sale

I, Horacio Montoya, declare: That I am an officer, agent, or employee of MTC FINANCIAL INC. dba TRUSTEE CORPS Page: 2  
whose business address is 17100 Gillette Ave, Irvine, CA 92614

I am over the age of eighteen years; On 10/17/2012 by Certified and First Class mail, enclosed in a sealed envelope with postage notices,

a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R R Fee
71901017845004025516	OCCUPANT 4910 HORNED LARK DR KLAMATH FALLS, OR 97601		
71901017845004025639	WILLIAM C. EDMUND 520 2nd Street # 9 Lake Oswego, OR 97034		
71901017845004025646	UNION BANK OF CALIFORNIA, N.A. RESIDENTIAL LOAN DEPARTMENT P.O. BOX 85643 SAN DIEGO, CA 92186-5643		
71901017845004025721	WILLIAM C. EDMUND 30482 MARBELLA VISTA SAN JUAN CAPISTRANO, CA 92675		
71901017845004025820	WILLIAM C. EDMUND 4910 HORNED LARK DR KLAMATH FALLS, OR 97601		

Number of Pieces by Sender 5	Number of Pieces Received 5	Postmaster (Name) Receiving Employee P	Mail By (Name) Sending Employee
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I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

10/17/12  
(Date)

(Declaring)

## **TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Trust Deed made by **WILLIAM C. EDMUND, AND ANITA A.V. EDMUND, HUSBAND AND WIFE** as Grantor to **UNIONBANCAL MORTGAGE CORPORATION** as Trustee, in favor of **UNION BANK OF CALIFORNIA, N.A. ITS SUCCESSORS AND OR ASSIGNS** as Beneficiary and recorded on **November 29, 2005** as Instrument No. **M05-70013** of official records in the Office of the Recorder of **Klamath County, Oregon** to-wit:

APN: **R889980**

**LOT 1102, TRACT 1422, RANCHVIEW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.  
AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS**

Commonly known as: **4910 HORNED LARK DR, 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 Grantor's failure to pay:

**FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 07/01/2012 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PREVIOUSLY ASSESSED LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.**

Monthly Payment **\$1,496.37**

Monthly Late Charge **\$73.67**

By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of **\$301,795.84** together with interest thereon at the rate of **2.87500%** per annum from **June 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 Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **February 19, 2013** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the main entrance to the **County Courthouse, 316 Main St., Klamath Falls, OR** County of Klamath, 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 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 Trust Deed, at any time prior to five days before the date last set for 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 Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any.

Dated: OCT 12 2012

First American Title Insurance Company

By: Sophia Cesena  
Sophia Cesena, Authorized Signor

First American Title Insurance Company  
c/o TRUSTEE CORPS  
17100 GILLETTE AVENUE  
IRVINE, CA 92614  
949-252-8300

FOR SALE INFORMATION CONTACT: (714)573-1965, (949) 252-8300

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300 RPrequests@trusteecorps.com

SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.priorityposting.com](http://www.priorityposting.com)

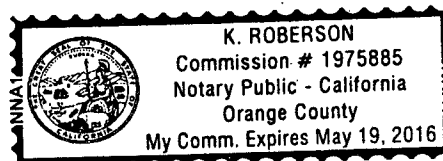
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On OCT 12 2012 before me, K ROBERSON, Notary Public, personally appeared Sophia Cesena 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

Notary Signature



THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



**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:  
4910 HORNED LARK DR, KLAMATH FALLS, Oregon 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 had to pay as of October 11, 2012 to bring your mortgage loan current was \$6,280.16. 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 (858) 496-6805 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:

First American Title Insurance Company  
c/o Trustee Corps  
17100 Gillette Ave.  
Irvine, CA 92614

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

Date and Time: **February 19, 2013** at 10:00 AM

Place: at the main entrance to the County Courthouse, 316  
Main St., Klamath Falls, OR, County of Klamath

**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 UNION BANK at phone no (858) 496-6805 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 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 can visit its website at <http://www.osbar.org>. Legal assistance may be available to you 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 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.

DATED: OCT 12 2012

First American Title Insurance Company

*Sophia Cesena*  
By: Sophia Cesena, Authorized Signor  
Authorized Signatory

Trustee Phone No: 866-714-0966 ext. 155

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **February 19, 2013.**

Unless the Lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

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

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

### **FEDERAL LAW REQUIRES YOU TO BE NOTIFIED:**

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

### **STATE LAW NOTIFICATION REQUIREMENTS:**

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

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

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

### **ABOUT YOUR SECURITY DEPOSIT:**

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

### **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE:**

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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 below.

**Oregon Law Center**  
**Portland: 503-473-8329**  
**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 the 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://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

## DECLARATION OF NON-MILITARY SERVICE

T.S. No: OR01000015-12-1

Owner(s): WILLIAM C. EDMUND, AND ANITA A.V. EDMUND, HUSBAND AND WIFE

The undersigned, declares as follows:

I am informed and believe and on that ground allege that the matters stated in this declaration are true.

That **WILLIAM C. EDMUND, AND ANITA A.V. EDMUND, HUSBAND AND WIFE** is not now, or within the period of three months prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948.

That this declaration is made for the above referenced trustee's sale number for the purpose of inducing **MTC FINANCIAL INC. dba TRUSTEE CORPS**, as Trustee, without leave of court first obtained, to cause said property to be sold under the terms of said deed of trust pursuant to the power of sale contained therein.

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

Executed on: Nov. 09, 2012

Union Bank of California, N.A., A National Banking Association

By: Joseph Krasovic A.V.P.

STATE OF California

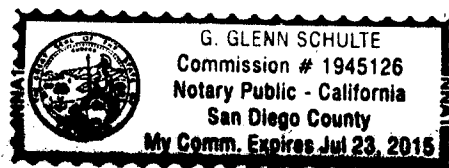
COUNTY OF SAN DIEGO

On Nov. 09, 2012 before me, G. Glenn Schulte, Notary Public, personally appeared Joseph Krasovic, A.V.P. 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

G. Glenn Schulte  
Notary Signature



**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
WILLIAM C. EDMUND, AND ANITA A.V.  
EDMUND, HUSBAND AND WIFE, Grantor  
To:  
First American Title Insurance Company

After recording return to:

First American Title Insurance Company  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614

CERTIFIED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY TO BE A COPY  
OF THE DOCUMENT RECORDED ON 10/15/2012  
AS INSTRUMENT NO. 2012-11416  
IN BOOK PAGE  
OFFICIAL RECORDS OF KLAMATH  
FEE: \$42.00

TS No. OR01000015-12

APN R889980

TO No 7289638

Reference is made to that certain Trust Deed made by WILLIAM C. EDMUND, AND ANITA A.V. EDMUND, HUSBAND AND WIFE as Grantor, to UNIONBANCAL MORTGAGE CORPORATION as Trustee, in favor of UNION BANK OF CALIFORNIA, N.A. ITS SUCCESSORS AND OR ASSIGNS as Beneficiary, dated as of November 14, 2005 and recorded November 29, 2005 in the records of Klamath County, Oregon as Instrument No. M05-70013 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R889980

**LOT 1102, TRACT 1422, RANCHVIEW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.  
AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee or by the Beneficiary and no appointments of a successor Trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by Grantor or other person owing an obligation, performance of which is secured by the Trust Deed or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is Grantor's failure to pay when due the following sums:

1. The monthly payment of **\$1,496.37** beginning on **July 1, 2012**, and monthly late charge in the amount of **\$73.67**.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following:

1. Principal balance of **\$301,795.84** and accruing interest as of **June 1, 2012** per annum from **June 1, 2012** until paid.
2. **\$294.68** in accrued late charges.
3. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to- wit:

**FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 07/01/2012 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PREVIOUSLY ASSESSED LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.**

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at

public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by Grantor of the Trust Deed, together with any interest Grantor or Grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the Trust Deed and the expenses of the sale, including the compensations of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

The Sale will be held at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, on February 19, 2013 at the following place: at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR

Other than as shown of record, neither the Beneficiary nor the Trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the Trustee in the Trust Deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property except: NONE

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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

Dated: OCT 12 2012

First American Title Insurance Company

By: Sophia Cesena  
Authorized Signatory, Authorized Signor

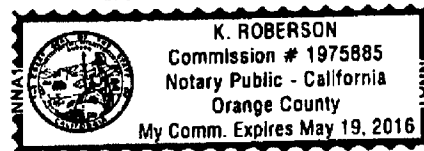
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On OCT 12 2012 before me, K ROBERSON, Notary Public,  
personally appeared Sophia Cesena 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

Notary Public



First American Title Insurance Company  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

FOR SALE INFORMATION CALL: 714-573-1965  
Website for Trustee's Sale Information: [www.priorityposting.com](http://www.priorityposting.com)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
WILLIAM C. EDMUND, AND ANITA A.V.  
EDMUND, HUSBAND AND WIFE, Grantor  
To:  
First American Title Insurance Company

After recording return to:

First American Title Insurance Company  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614

CERTIFIED BY FIRST AMERICAN TITLE  
INSURANCE COMPANY TO BE A COPY  
OF THE DOCUMENT RECORDED ON 10/15/2012  
AS INSTRUMENT NO. 2012-11416  
IN BOOK PAGE  
OFFICIAL RECORDS OF KLAMATH  
FEE: \$42.00

TS No. OR01000015-12

APN R889980

TO No 7289638

Reference is made to that certain Trust Deed made by WILLIAM C. EDMUND, AND ANITA A.V. EDMUND, HUSBAND AND WIFE as Grantor, to UNIONBANCAL MORTGAGE CORPORATION as Trustee, in favor of UNION BANK OF CALIFORNIA, N.A. ITS SUCCESSORS AND OR ASSIGNS as Beneficiary, dated as of November 14, 2005 and recorded November 29, 2005 in the records of Klamath County, Oregon as Instrument No. M05-70013 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R889980

**LOT 1102, TRACT 1422, RANCHVIEW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.  
AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee or by the Beneficiary and no appointments of a successor Trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed; or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by Grantor or other person owing an obligation, performance of which is secured by the Trust Deed or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is Grantor's failure to pay when due the following sums:

1. The monthly payment of **\$1,496.37** beginning on **July 1, 2012**, and monthly late charge in the amount of **\$73.67**.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following:

1. Principal balance of **\$301,795.84** and accruing interest as of **June 1, 2012** per annum from **June 1, 2012** until paid.
2. **\$294.68** in accrued late charges.
3. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit:

**FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 07/01/2012 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PREVIOUSLY ASSESSED LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.**

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at



public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by Grantor of the Trust Deed, together with any interest Grantor or Grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the Trust Deed and the expenses of the sale, including the compensations of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

The Sale will be held at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, on February 19, 2013 at the following place: at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR

Other than as shown of record, neither the Beneficiary nor the Trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the Trustee in the Trust Deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property except: **NONE**

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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

Dated: OCT 12 2012

First American Title Insurance Company

By: Sophia Cesena  
Authorized Signatory

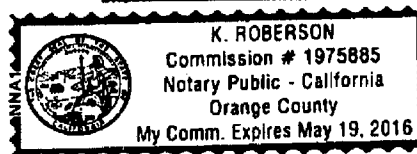
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On OCT 12 2012 before me, K ROBERSON, Notary Public,  
personally appeared Sophia Cesena 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

Notary Public



First American Title Insurance Company  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

FOR SALE INFORMATION CALL: 714-573-1965  
Website for Trustee's Sale Information: [www.priorityposting.com](http://www.priorityposting.com)

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

I, Paul M. Eves, 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#14623 SALE EDMUND

P#994181

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

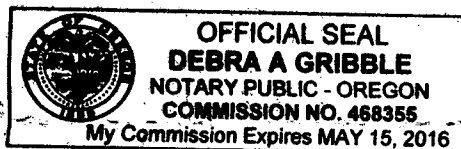
Insertion(s) in the following issues:

10/24/2012 10/31/2012 11/07/2012 11/14/2012

Total Cost: \$1091.00

*Paul M. Eves*  
Subscribed and sworn by Paul M. Eves before me on:  
14th day of November in the year of 2012

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



**Trustee Sale No. OR01000015-12 APN R889980  
Title Order No 7289638  
TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Deed of Trust made by: WILLIAM C. EDMUND, AND ANITA A.V. EDMUND, HUSBAND AND WIFE, as Grantor to UNIONBANCAL MORTGAGE CORPORATION as Trustee, in favor of UNION BANK OF CALIFORNIA, N.A. ITS SUCCESSORS AND OR ASSIGNS, as Beneficiary, recorded on 11/29/2005 as Instrument No. M05-70013 of official records in the Office of the Recorder of Klamath County, Oregon to-wit: APN: R889980 LOT 1102, TRACT 1422, RANCHVIEW ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. AS MORE FULLY DESCRIBED ON SAID DEED OF TRUST AND ALL RELATED LOAN DOCUMENTS Commonly known as: 4910 HORNED LARK DR, 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 Grantor's failure to pay: FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 07/01/2012 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PREVIOUSLY ASSESSED LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS. Monthly Payment \$1,496.37 Monthly Late Charge \$73.67.

By reason of said default the Beneficiary has declared all sums owing on the obligation secured by said Deed of Trust immediately due and payable, said sums being the following to wit: \$301,795.84 together with interest thereon at the rate of 2.87500% per annum from June 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 Trust Deed.

Wherefore, notice hereby is given that, the undersigned Trustee will, on February 19, 2013, at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR County of Klamath, sell at public auction to the highest bidder for cash in 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 or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation of Trust Deed, at any time prior to five days before the date last set for 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 person owing an obligation, the performance of which is secured by said Deed of Trust, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any. Dated: OCT 12 2012 First American Title Insurance Company By: Sophia Cesena, Authorized Signor First American Title Insurance Company c/o TRUSTEE CORPS 17100 GILLETTE AVE IRVINE, CA 92614 949-252-8300 FOR SALE INFORMATION CONTACT: (714) 573-1965, (949) 252-8300 FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300 RPRequests@trusteecorps.com SALE INFORMATION CAN BE OBTAINED ON LINE AT [www.priorityposting.com](http://www.priorityposting.com) THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. P994181 10/24, 10/31, 11/7, 11/14/2012. #14623 October 24, 31, November 07, 14, 2012.

994181  
2/19/13

994181

OR0100001512

**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 **4910 Horned Lark Dr. Klamath Falls, OR 97601**

☐ **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: **October 18, 2012 7:55 AM POSTED**  
2<sup>nd</sup> Attempt: **October 22, 2012 8:05 AM POSTED**  
3<sup>rd</sup> Attempt: **October 25, 2012 8:18 AM 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 **October 25, 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 *Chelsea Chambers*

**4910 Horned Lark Dr. Klamath Falls, OR 97601**  
**ADDRESS OF SERVICE**

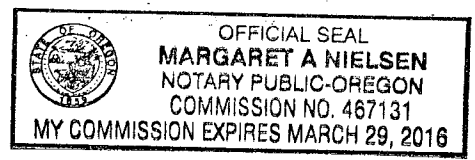
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

October 18, 2012 7:55 AM  
**DATE OF SERVICE TIME OF SERVICE**  
☐ or non occupancy

By: *[Signature]*

Subscribed and sworn to before on this *29<sup>th</sup>* day of **October**, 2012.

*Margaret A. Nielsen*  
Notary Public for Oregon



2/19/13