

1st
1919114

2013-004410

Klamath County, Oregon

04/25/2013 01:17:15 PM

Fee: \$132.00

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
Affidavit of Compliance
Declaration of Non Military Service
Proof Of Services
Affidavit of Publication**

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

First American Title

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

Desiree Rial De Ramirez and Bradley J Slikker

4. Send Tax Statements To:

No Change

5. True and Actual Consideration:

N/A

6. Deed Reference:

2006-023600

F.
117.-

When Recorded Mail to:

Trustee Corps

17100 Gillette Ave

Irvine, CA, 92614

Phone: 949-252-8300

Fax: 949-252-8330

TS # OR01000013-12

Title order # 7327322

Grantor: De Ramirez, Desiree

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. **OR01000013-12**

APN **R634004**

Title Order No. **7327322**

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Michael Wiley 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 January 29, 2013. 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 ~~April 23, 2013~~. 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. * January 29, 2013

Dated: April 23, 2013

Michael Wiley
BY: Michael Wiley
Authorized Signatory

State of CALIFORNIA
County of ORANGE

On April 23, 2013 before me, David Miller Notary Public in and for said county, personally appeared Michael Wiley 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

[Signature]
Notary Public

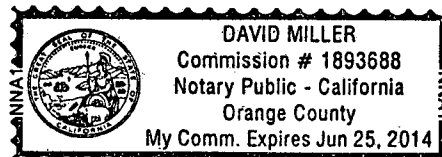


Exhibit A

Declaration of Mailing

Trustee's Sale No. OR01000013-12-1

Date: 01/29/2013

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 01/29/2013 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:

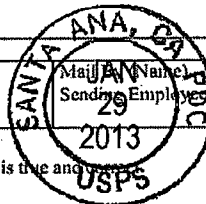
Number of Article	Name of Addressee, Street, and Post Office Address	Cert Fee	R.R. Fee
71019200000000003245	DE RAMIREZ, DESIREE R. 2326 White Ave KLAMATH FALLS, OR 97601		
71019200000000003252	DE RAMIREZ, DESIREE R. 2326 WHITE AVENUE KLAMATH FALLS, OR 97601		
71019200000000003269	DE RAMIREZ, DESIREE R. 2525 ORCHARD WAY KLAMATH FALLS, OR 97601		
71019200000000003276	SLIKKER, BRADLEY J. 2326 WHITE AVENUE KLAMATH FALLS, OR 97601		
71019200000000003283	SLIKKER, BRADLEY J. 2525 ORCHARD WAY KLAMATH FALLS, OR 97601		
71019200000000003290	OPTEUM FINANCIAL SERVICE, LLC W115 CENTURY ROAD PARAMUS, NJ 07652		
71019200000000003306	DESIREE G. RIAL DE RAMIREZ 2326 WHITE AVENUE KLAMATH FALLS, OR 97601		
71019200000000003313	DESIREE G. RIAL DE RAMIREZ 2525 ORCHARD WAY KLAMATH FALLS, OR 97601		
71019200000000003320	ONEWEST BANK, FSB 710 SECOND AVENUE, SUITE 710 SEATTLE, WA 98104		
71019200000000003337	ONEWEST BANK, FSB 710 2ND AVENUE, STE 710 SEATTLE WA 98104, WA 98104		
71019200000000003344	ONEWEST BANK, FSB C/O LISA MCMAHON-MYHRAN, JENNIFER L. TAIT ROBINSON TAIT, P.S. 710 SECOND AVENUE, SUITE 710 SEATTLE, WA 98104		

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
11		

I certify under penalty of perjury under the laws of the State of CA that the foregoing is true and correct.

(Date)

(Declarant)



Declaration of Mailing

Trustee's Sale No. OR01000013-12-1

Date: 01/29/2013

Mailing: Sale

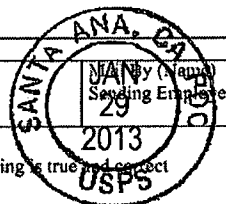
I, Horacio Montoya, declare: That I am an officer, agent, or employee of MTC FINANCIAL INC. dba TRUSTEE CORPS Page: 2
whose business address is 17100 Gillette Ave, Irvine, CA 92614

I am over the age of eighteen years; On 01/29/2013 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
7101920000000003351	ONEWEST BANK, FSB C/O ROBINSON TAIT, P.S. 710 2ND AVENUE, STE 710 SEATTLE, WA 98104		
7101920000000003368	ONEWEST BANK, FSB C/O ROBINSON TAIT, P.S. 710 SECOND AVENUE, SUITE 710 SEATTLE, WA 98104		
7101920000000003375	OCCUPANT 2326 WHITE AVENUE KLAMATH FALLS, OR 97601		
7101920000000003382	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. P.O. BOX 2026 FLINT, MI 48501-2026		
7101920000000003399	OPTEUM FINANCIAL SERVICE, LLC W115 CENTURY ROAD PARAMUS, NJ 07652		
7101920000000003405	UNITED MORTGAGE RELIEF LLC 3959 WELSH RD #363 WILLOW GROVE, PA 19090		
7101920000000003412	REGIONAL TRUSTEE SERVICES CORPORATION 616 1ST AVENUE #500 SEATTLE, WA 98104		
7101920000000003429	ONEWEST BANK, FSB 710 SECOND AVENUE, SUITE 710 SEATTLE, WA 98104		
7101920000000003436	ONEWEST BANK, FSB 710 2ND AVENUE, STE 710 SEATTLE WA 98104, WA 98104		
7101920000000003443	ONEWEST BANK, FSB C/O LISA MCMAHON-MYHRAN, JENNIFER L. TAIT ROBINSON TAIT, P.S. 710 SECOND AVENUE, SUITE 710 SEATTLE, WA 98104		
7101920000000003450	ONEWEST BANK, FSB C/O ROBINSON TAIT, P.S. 710 2ND AVENUE, STE 710 SEATTLE, WA 98104		

Number of Pieces by Sender 11	Number of Pieces Received	Postmaster (Name) Receiving 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

JAN 29 2013

(Date)

(Declarant)

Declaration of Mailing

Trustee's Sale No. OR01000013-12-1

Date: 01/29/2013

Mailing: Sale

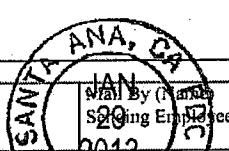
I, Horacio Montoya, declare: That I am an officer, agent, or employee of MTC FINANCIAL INC. dba TRUSTEE CORPS Page: 3
whose business address is 17100 Gillette Ave, Irvine, CA 92614

I am over the age of eighteen years; On 01/29/2013 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
7101920000000003467	ONEWEST BANK, FSB C/O ROBINSON TAIT, P.S. 710 SECOND AVENUE, SUITE 710 SEATTLE, WA 98104		

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
1		



I certify (or declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct.

(Date)

(Declarant)

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, **DESIREE RIAL DE RAMIREZ AND BRADLEY J. SLIKKER, NOT AS TENANTS IN COMMON, BUT WITH RIGHT OF SURVIVORSHIP** as Grantor to **AMERITITLE** as Trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** as original Beneficiary and **OPTEUM FINANCIAL SERVICES, LLC** as original Lender under the deed of trust recorded on **November 16, 2006** as Instrument No. **2006-023600** of official records in the Office of the Recorder of **Klamath County, Oregon** to-wit:

APN: **R634004**

LOT 5 IN BLOCK 307, DARROW ADDITION, 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: **2326 WHITE AVE, KLAMATH FALLS, OR 97601**

Both the Beneficiary and the Trustee have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes. The default for which the foreclosure is made is the Grantor's failure to pay:

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 10/1/2009 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 **\$203.41**

Monthly Late Charge **\$10.17**

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 **\$24,492.06** together with interest thereon at the rate of **9.13000%** per annum from **September 1, 2009** 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.

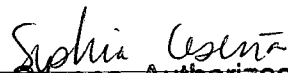
Wherefore, notice is hereby given that, the undersigned Trustee will on **May 24, 2013** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR** County of Klamath, sell 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: January 18, 2013

First American Title Insurance Company

By:


Sophia Cesena, Authorized Signor
Authorized Signatory

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

SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
Priority Posting and Publishing at 714-573-1965

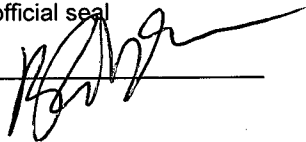
STATE OF CALIFORNIA
COUNTY OF ORANGE

On JAN 18 2013 before me, **K ROBERSON**
Sophia Cesena Notary Public,
personally appeared _____ 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.

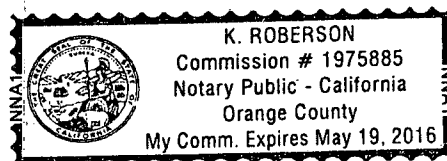
WITNESS my hand and official seal

Notary Signature



THIS COMMUNICATION MAY BE FROM A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy
under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only
and does not constitute an attempt to collect a debt or to impose personal liability for such obligation.
However, a secured party retains rights under its security instrument, including the right to foreclose its
lien.



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:
2326 WHITE AVE, 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 January 17, 2013 to bring your mortgage loan current was \$8,543.20. 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 Bill McCafferty at 484-356-4128 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: May 24, 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 BILL MCCAFFERTY at phone no. 484-356-4128 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: January 18, 2013

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 **May 24, 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)

When Recorded Mail to:

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

AFFIDAVIT OF COMPLIANCE WITH CH. 864 (2009 OREGON LAWS)

TRUSTEE SALE NO: OR01000013-12
BORROWER(S): DESIREE RIAL DE RAMIREZ AND BRADLEY J. SLIKKER
SUBJECT PROPERTY: 2326 WHITE AVE, KLAMATH FALLS, OR 97601

I, Bill McCafferty being first duly sworn, depose, and say that I am employed by UNITED MORTGAGE RELIEF, LLC, hereinafter "beneficiary", and I am familiar with the records and files kept by beneficiary with respect to the loan, where the grantor(s) name(s) is/are DESIREE RIAL DE RAMIREZ AND BRADLEY J. SLIKKER, NOT AS TENANTS IN COMMON, BUT WITH RIGHT OF SURVIVORSHIP:

- ☒ Beneficiary did not receive a Modification Request Form from the grantor(s) within the time specified in Chapter 864 (2009 Oregon Laws); or
☐ Beneficiary received a timely Modification Request Form from the grantor(s) on _____

If beneficiary received a timely Modification Request Form, within 45 days of receipt of the Modification Request Form (check all that apply):

- ☐ Beneficiary or beneficiary's agent reviewed the information submitted by grantor(s), and notified the grantor(s) that the beneficiary denied the request for modification of the loan.
☐ Beneficiary or beneficiary's agent requested grantor(s) provide additional information needed to determine whether the loan could be modified.
☐ If timely requested by the grantor(s), the beneficiary or beneficiary's agent met with the grantor(s) in person or spoke to the grantor(s) by the telephone before the beneficiary or beneficiary's agent responded to the grantor(s) request to modify the loan. The person representing the beneficiary or the beneficiary's agent who met or spoke with grantor(s) has or was able to obtain authority to modify the loan.
☐ The grantor(s) did not respond to the beneficiary within seven business days of the date the beneficiary or the beneficiary agent attempted to contact the grantor(s) to schedule a meeting in person or by telephone.
☐ The beneficiary has previously considered the current financial information provided by the grantor(s), and has in good faith determined that the grantor(s) is not eligible for a modification of the loan. The beneficiary has informed the grantor(s) that the grantor(s) is not eligible for a modification of this loan.

COUNTY of Delaware
STATE of PA

By: Bill McCafferty

Subscribed and sworn to before me on 3/23/13 by Bill McCafferty
(Date) (Name of Affiant)

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sandra J. McCafferty, Notary Public
Tinicum Twp, Delaware County
My commission expires March 06, 2017

Sandra J. McCafferty
Notary Public in and for said County and State

DECLARATION OF NON-MILITARY SERVICE

T.S. No: OR01000013-12
Owner(s): DESIREE RIAL DE RAMIREZ AND BRADLEY J. SLIKKER, NOT AS TENANTS IN COMMON, BUT WITH RIGHT OF SURVIVORSHIP

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 DESIREE RIAL DE RAMIREZ AND BRADLEY J. SLIKKER, NOT AS TENANTS IN COMMON, BUT WITH RIGHT OF SURVIVORSHIP 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 Penna that the foregoing is true and correct.

Executed on:

UNITED MORTGAGE RELIEF, LLC

By: William McCafferty

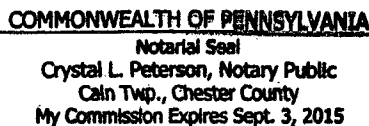
STATE OF Penna
COUNTY OF Chester

On January 25, 2013 before me, Crystal L. Peterson, Notary Public, personally appeared William McCafferty 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 Penna that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Crystal L. Peterson
Notary Signature



1016109

OR01000013-12

**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 **2326 White Ave. 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.

1st Attempt: January 22, 2013 2:58 PM POSTED

2nd Attempt: January 28, 2013 9:50 AM POSTED

3rd Attempt: January 30, 2013 10:05 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 January 31, 2013, 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

**2326 White Ave. Klamath Falls, OR 97601
ADDRESS OF SERVICE**

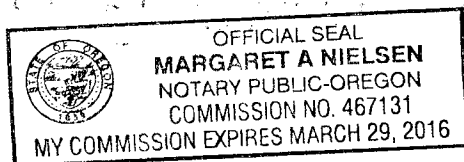
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

January 22, 2013 2:58 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: Robert W. Bolenbaugh
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 31st day of January, 2013.



Margaret A. Nielsen
Notary Public for Oregon

5/24/13

OR01000013-12

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

I, Linda Culp, Human Resources, 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#14723 DE RAMIREZ/SLIKKEP
P#1016109 SALE
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:

01/30/2013-02/06/2013-02/13/2013-02/20/2013

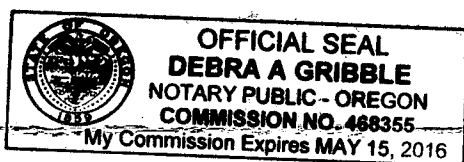
Total Cost: _____

Linda Culp

Subscribed and sworn by Linda Culp before me on:
20th day of February in the year of 2013

Debra A Gribble

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



**TS No OR01000013-12 APN R634004 TO No 7327322
TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Deed of Trust made by: DESIREE RIAL DE RAMIREZ AND BRADLEY J. SLIKKER, NOT AS TENANTS IN COMMON, BUT WITH RIGHT OF SURVIVORSHIP, as Grantor to AMERITITLE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as original Beneficiary and OPTEUM FINANCIAL SERVICES, LLC as original Lender under the deed of trust recorded on November 16, 2006 as Instrument No. 2006-023600 of official records in the office of the Recorder of Klamath County, Oregon to wit: APN: R634004 LOT 5 IN BLOCK 307, DARROW ADDITION. 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: 2326 WHITE AVE, KLAMATH FALLS, OR 97601.

Both the beneficiary and the Trustee have elected to sell the said real property to satisfy the obligations secured by said Deed of Trust and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 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 10/1/2009 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 \$203.41 Monthly Late Charge \$10.17.

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 \$24,492.06 together with interest thereon at the rate of 9.13000% per annum from September 1, 2009 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 5/24/2013, at the hour of 10:00 AM, Standard of time established by O.R.S. 187.110; at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 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 has or had power to convey at the time of execution by him of the said Deed of Trust, together with any interest which the Grantor his successors in interest acquired after the execution of said Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including reasonable charge by the Trustee. Notice is further given that any person named in O.R.S. 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 person owing an obligation, the performance of which is secured by said Deed of Trust, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any. Dated: January 18, 2013 First American Title Insurance Company, By: Sophia Cecena, Authorized Signatory First American Title Insurance Company c/o TRUSTEE CORPS 17100 GILLETTE AVENUE IRVINE, CA 92614 949-252-8300 SALE INFORMATION CAN BE OBTAINED ON LINE AT www.priorityposting.com FOR AUTOMATED SALES INFORMATION PLEASE CALL: Priority Posting and Publishing at 714-573-1965 THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. P1016109 1/30, 2/6, 2/13, 02/20/2013. #14723 January 30, February 06, 13, 20, 2013.

1016109
5/24/13