

1st 2232066
WHEN RECORDED MAIL TO:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

2014-012176
Klamath County, Oregon
11/21/2014 02:14:46 PM
Fee: \$112.00

8424210
T.S. NO.: OR-14-618053-TC

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF California } SS
COUNTY OF San Diego }

I, Hue Banh Hue Banh, 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 sale of the real property described in the attached Notice of Sale was provided as required under Section 20, Chapter 19, Oregon Law 2008, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS

SEE ATTACHED

CERTIFIED NO.

Said person(s) include the grantor of the trust deed, any successor in interest to the grantor 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.

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

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Hue Banh for Quality Loan Service Corporation of Washington, 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, San Diego, California, on 7/15/2014. Each of said notices was mailed after the notice of default and election to sell described in said 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.

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

STATE OF California } SS
COUNTY OF San Diego }

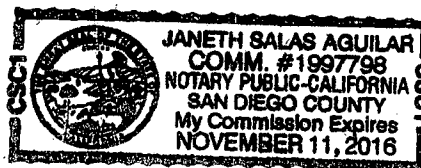
On 11.10.14 before me JANETH SALAS AGUILAR, the undersigned, A Notary Public personally appeared Hue Banh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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

Janeth Salas
JANETH SALAS AGUILAR



AFFIDAVIT OF MAILING

Date: 7/15/2014
T.S. No.: OR-14-618053-TC
Mailing: Notice of Sale

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2141 5th Avenue San Diego CA 92101. It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on 7/15/2014, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

Date: 7/15/2014



Affiant Hue Banh, as Authorized Signor of IDSolutions, Inc.

Occupant
1777 HACKETT DRIVE
LA PINE, OR 97739
First Class and Cert. No. 71039628594215172778


WHEN RECORDED MAIL TO:
Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

T.S. NO.: OR-14-618053-TC

(Above Space is for Recorder's Use)

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF **California** } SS
COUNTY OF **San Diego** }

I, **Hue Banh** , being first duly sworn, depose, say and certify that:
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Notice of sale of the real property described in the attached: Notice of Sale was provided as required under Section 20, Chapter 19, Oregon Law 2008, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS

CERTIFIED NO.

SEE ATTACHED

Said person(s) include the grantor of the trust deed, any successor in interest to the grantor 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.
"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor and successor in interest, if any"

Each of the notices so mailed was certified to be a true copy of the original notice of sale by **Hue Banh** for **Quality Loan Service Corporation of Washington**, 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, **San Diego, California**, on **7/15/2014**. Each of said notices was mailed after the notice of default and election to sell described in said 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.

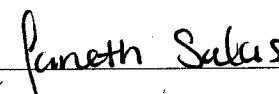
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

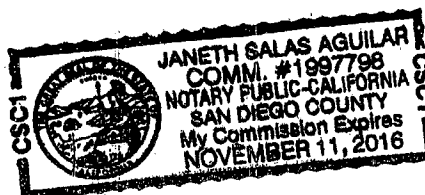
STATE OF **California** } SS
COUNTY OF **San Diego** }

On **11.10.14** before me **JANETH SALAS AGUILAR**, the undersigned, A Notary Public personally appeared **Hue Banh** who proved to me on the basis of satisfactory evidence to be the person ~~(s)~~ whose name ~~(s)~~ ~~(s)~~ 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 
JANETH SALAS AGUILAR



AFFIDAVIT OF MAILING

Date: 7/15/2014
T.S. No.: OR-14-618053-TC
Mailing: Notice of Sale

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2141 5th Avenue San Diego CA 92101. It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on 7/15/2014, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

Date: 7/15/2014



Affiant Hue Banh, as Authorized Signor of IDSolutions, Inc.

Vickie L Burkert
1777 HACKETT DRIVE
LA PINE, OR 97739
First Class and Cert. No. 71039628594215172907

RECORDING COVER SHEET (Please Print or Type)

This cover sheet was prepared by the person presenting the Instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Quality Loan Service Corp. of Washington
c/o Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101
619-645-7711

- 1.) Title(s) of the transaction(s) ORS 205.234(a):

Affidavit of Mailing Notice of Sale	Affidavit of Compliance
Trustee's Notice of Sale	Notice to the Grantor under ORS 86.756 (Danger Notice)
Affidavit of Service or Posting	Affidavit of Mailing
Affidavit of Publication	
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
Current Borrower(s): **Vickie L Burkert**
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
Quality Loan Service Corporation of Washington
FIRST MORTGAGE CORPORATION
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: **Not applicable**
- 5.) Send tax statements to: **Not applicable**
- 6.) Satisfaction of order or warrant ORS 205.125(1)(e): **Not applicable**
- Check One: (*if applicable*) _____ Full or _____ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: **Not applicable**

RERECORDED AT THE REQUEST OF _____ TO CORRECT _____
PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____

After Recording, Return To:
Quality Loan Service Corporation of Washington
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

AFFIDAVIT OF COMPLIANCE
with ORS 86.748(1)

Grantor(s): Vickie L Burkert
Beneficiary: FIRST MORTGAGE CORPORATION
Mortgage Servicer: First Mortgage Corporation
Trustee: Quality Loan Service Corporation of Washington
Trustee Sale Number: OR-14-618053-TC
Property Address: 1777 HACKETT DRIVE , LA PINE, OR 97739
DOT Instrument / Recording Book xxx Page xxx,
No. / Date or Legal Description: and/or as instrument number 2012-012083

I, the undersigned, hereby declare that:

- (1) I am the Managing Director of FIRST MORTGAGE CORPORATION, who is the Beneficiary in the above referenced trustee's sale.
- (2) I certify that the beneficiary and the trustee as of this date are the beneficiary and trustee named above.
- (3) On the date(s) shown and in the manner described on the attached proof of service and in accordance with ORS 86.764, I caused to be mailed to the grantor written notice that explains in plain language that:
☐ The grantor is not eligible for any foreclosure avoidance measure; or
☒ The grantor has not complied with the terms of foreclosure avoidance measure to which the grantor and beneficiary had agreed.
- (4) On the same date, I caused a copy of the notice to be mailed to the Oregon Department of Justice.
- (5) By reason of the above, the beneficiary or beneficiary's agent has complied with the requirements of ORS 86.748(1).

Signature

JOE SANDERS

Printed name of person signing this affidavit

State of: CALIFORNIA
County of: SAN BERNARDINO

On 11/13/14 before me SHARON MANDRELL a notary public personally appeared JOE SANDERS, 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.

Sharon Mandrell (NOTARY SEAL)

Signature



TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-14-618053-TC**

Reference is made to that certain deed made by, **VICKIE L. BURKERT, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROEPRTY** as Grantor to **SAMANTHA HAZEL**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR FIRST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, D/B/A FIRST MORTGAGE CORPORATION OF CALIFORNIA**, as Beneficiary, dated **10/19/2012**, recorded **10/31/2012**, in official records of **KLAMATH County, Oregon** in book/reel/volume No. fee/file/instrument/microfilm/reception number **2012-012083** covering the following described real property situated in said County, and State, to-wit:

APN: R132449/ M28703

LOT 5 IN BLOCK 13 OF FIRST ADDITION TO RIVER PINE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: **1777 HACKETT DRIVE , LA PINE, OR 97739**

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 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantors:

The installments of principal and interest which became due on 10/1/2013, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Monthly Payment \$879.00 Monthly Late Charge \$35.16

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 **\$140,865.37** together with interest thereon at the rate of 4.0000 per annum from 9/1/2013 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 Quality Loan Service Corporation of Washington, the undersigned trustee will on **11/12/2014** at the hour of **10:00 am**, Standard of Time, as established by section 187.110, Oregon Revised Statues, **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601** 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 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 86.778 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 and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

For Sale Information Call: 714-573-1965 or Login to: www.priorityposting.com

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" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **Quality Loan Service Corporation of Washington**. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

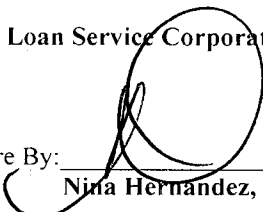
QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No: OR-14-618053-TC

Dated: 7-8-14

Quality Loan Service Corporation of Washington, as Trustee

Signature By:


Nidia Hernandez, Assistant Secretary

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
2141 5th Avenue
San Diego, CA 92101

Trustee's Physical Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202, Seattle, WA 98104
Toll Free: (866) 925-0241

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 11/12/2014. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- **THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**
- **AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.**

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Oregon State Bar: (503) 684-3763; (800) 452-7636

Legal assistance: <http://oregonlawhelp.org/>

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:

Street Address: 1777 HACKETT DRIVE
City: LA PINE State: OR ZIP: 97739

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have to pay as of **7/8/2014** (date) to bring your mortgage loan current was **\$7,169.23**. 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 can call **866-799-0999** 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 details by sending a request by certified mail to:

Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corp.
2141 5th Avenue
San Diego, CA 92101

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

Date and Time: **11/12/2014 at 10:00 am**
Place: **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601**

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 any time before the sale.
3. You can call **First Mortgage Corporation** at **866-799-0999** 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 phone number of an organization near you, call the statewide phone contact number at **855-480-1950**. You may also want to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or visit its website at www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal-aid programs, go to <http://www.oregonlawhelp.org>.

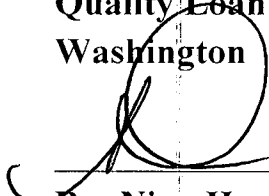
WARNING: You may get offers from people saying they can help you keep your property. Be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 7-8-14

Trustee name (print):

**Quality Loan Service Corporation of
Washington**

Trustee signature


By: **Nina Hernandez**

Trustee telephone number: (866) 925-0241

AFFIDAVIT OF SERVICE

Trustee's Notice of Sale and Notice to Residential Tenants and Debt Validation Notice

Case Number: OR-14-618053-TC



HEL2014004459

Beneficiary:

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC (MERS) AS
NOMINEE FOR FIRST MORTGAGE CORPORATION, A CALIFORNIA
CORPORATION D/B/A FIRST MORTGAGE CORPORATION OF
CALIFORNIA**

vs.

Grantor:

**VICKIE L BURKERT, A MARRIED WOMAN AS HER SOLE AND
SEPARATE PROPERTY**

For:

**QUALITY LOAN SERVICE CORP. OF WASHINGTON
2141 5th Avenue
San Diego, CA 92101**

Received by Tri-County Legal Process Service, Inc. to be served on **OCCUPANTS, 1777 HACKETT DR, LAPINE,
OR 97739.**

I, Bo Helikson, being duly sworn, depose and say that on the **10th day of July, 2014 at 5:23 pm, I:**

**I made service of a Trustee's Notice of Sale and Notice to Residential Tenants and Debt Validation Notice
upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents,
upon OCCUPANT at the following Property Address:**

1777 HACKETT DR, LAPINE, OR 97739

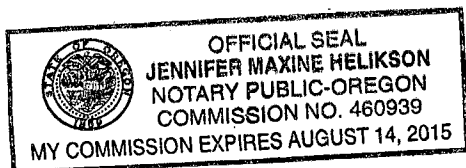
**By delivering such copy, PERSONALLY and in person to VICKIE L BURKERT as OCCUPANT at the above
property address on 7/10/2014.**

Proof of Mailing: I do hereby certify that on **7/11/2014** I did cause to be MAILED a copy of the Trustee's Notice of
Sale and Notice to Residential Tenants and Debt Validation Notice, to the above address, in a first class, postage
paid, sealed envelope to OCCUPANTS. If mailed by other than the server: x [Signature]

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

Subscribed and Sworn to before me on the 18 day
of August, 2014 by the affiant who is
personally known or identified to me.

[Signature]
NOTARY PUBLIC



[Signature]
Bo Helikson
Process Server

**Tri-County Legal Process Service, Inc.
P.O. Box 309
Bend, OR 97709
(541) 317-5680**

Our Job Serial Number: HEL-2014004459
Ref: 10910

1102693

**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#15803 SALE BURKERT TRUSTEE'S NOTICE OF SALE a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

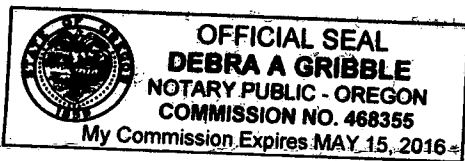
Insertion(s) in the following issues:
07/16/2014 07/23/2014 07/30/2014 08/06/2014

Linda Culp

Subscribed and sworn by Linda Culp before me on:
6th day of August in the year of 2014

Debra A Gribble

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



**TRUSTEE'S NOTICE OF SALE
T.S. No.: OR-14-618053-TC**

Reference is made to that certain deed made by, VICKIE L. BURKERT, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROEPRTY as Grantor to SAMANTHA HAZEL, as trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE FOR FIRST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, D/B/A FIRST MORTGAGE CORPORATION OF CALIFORNIA, as Beneficiary, dated 10/19/2012, recorded 10/31/2012, in official records of KLAMATH County, Oregon, in book / reel / volume No. fee / file / instrument / microfilm / reception number 2012-012083 covering the following described real property situated in said County and State, to-wit: APN: R132449/ M28703 LOT 5 IN BLOCK 13 OF FIRST ADDITION TO RIVER PINE ESTATES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 1777 HACKETT DRIVE, LA PINE, OR 97739

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 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantors: The installments of principal and interest which became due on 10/1/2013, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$879.00 Monthly Late Charge \$35.16

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 \$140,865.37 together with interest thereon at the rate of 4.0000 per annum from 9/1/2013 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 Quality Loan Service Corporation of Washington, the undersigned trustee will on 11/12/2014 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 97601 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 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 86.778 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 and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to: www.priorityposting.com.

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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" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Quality Loan Service Corporation of Washington. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this state that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. **QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** TS No: OR-14-618053-TC Dated: 7-8-14 Quality Loan Service Corporation of Washington, as Trustee Signature By: Nina Hernandez, Assistant Secretary Trustee's Mailing Address: Quality Loan Service Corp. of Washington C/O Quality Loan Service Corporation 2141 5th Avenue San Diego, CA 92101 Trustee's Physical Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 P1102693 7/16, 7/23, 7/30, 08/06/2014 #15803 July 16, 23, 30, August 06, 2014.