NOTICE OF DEFAULT AND ELECTION TO SELL

RE: Trust Deed from Henry Roberson and Myjken Roberson To Grantor First American Title (Neal G. Buchanan, Attorney at Law, Successor) Trustee After recording, return to (Name, Address, Zip): Neal G. Buchanan, Attorney at law 435 Oak Avenue Klamath Falls OR 97601

2007-015779Klamath County, Oregon

00030837200700157790170179

09/07/2007 08:36:25 AM

Fee: \$101.00

Reference is made to that certain trust deed made by Henry Roberson and Myjken Roberson , as grantor, to , as grantor, to , as trustee, in favor of Virginia-Kent , as beneficiary, dated May 27, 2005 , recorded on May 31, 2005 , in the Records of ___Klamath ______ County, Oregon, in book/recl/volume No.MO5 _____ at page 39865 _____, and/or as fee/file/instrument/microfilm/reception No. _____ (indicate which), covering the following described real property situated in the above-mentioned county and state, to-wit:

The NW 1/4 SE 1/4 of Section 31, Township 39 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon EXCEPTING THEREFROM the Westerly 30 feet of the NW 1/4 SE 1/4 of Section 31, Township 39 South, Range 13 east of the Willamette Meridian, Klamath County, Oregon, lying North of Gerber Road.

And Further excepting any portion lying Southerly of Gerber Road NOTE: By Appointment of Successor Trustee recorded at 2007-012300, Neal G.

Buchanan, Attorney at Law, was appointed as Successor Trustee.

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).

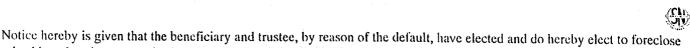
There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's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

- 1. Failure to pay the monthly payment due the end of February, 2007 and each month thereafter in the sum of \$765.03 per month plus the applicable dispersal fee;
- 2. Failure to maintain insurance and provide proof thereof as required by the terms of the Trust Deed.

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:

1. Principal balance in the sum of \$120,200.83 together with interest thereon at the rate of 6% per annum from March 5, 2007 until paid; and 2. All costs, fees and expenses of the Trust including evidence of Title and the Beneficiary or Trustee's attorney fees pursuant to the provisions of the Trust Deed

(OVER)



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___ o'clock, __A__.M., in accord with the standard of time established by ORS 187.110 on January 15,2008 , at the following place: 435 Oak Avenue in the City of ___Klamath Falls_____, County of Klamath , State of Oregon, which is the hour, date and place last set for the sale. 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: Name and Last Known Address Nature of Right, Lien or Interest 1.Henry Roberson and Myjken Roberson Grantors and occupants 46879 Gerber Road Bonanza OR. 97623 2.Barbara Dilaconi, Attorney, 803 Main St. Lis Pendens Re: 0701789CV Suite 201, Klamath Falls, OR 97601 3.United States of America Internal Revenue Service Federal Tax Lien recorded District Director Vol MO6 page 07789 Records Attn: Chief, Special Procedures of Klamath County, Oregon See attachment re: Federal Tax Lien 915 Second Avenue, M/S W245 Seattle Washington 98174 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) and 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, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney fees not exceeding the amounts provided by ORS 86.753. In construing this notice, the singular 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 the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. DATED September 6, 2007 G. Buchanan Successor XI Trustee ☐ Beneficiary (indicate which) STATE OF OREGON, County of ___Klamath_____) ss. This instrument was acknowledged before me on _September 6, _2007 Neal G. Buchanan, Attorney at Law, Successor Trustee This instrument was acknowledged before me on _____ by -Notary Public for Oregon OFFICIAL SEAL My commission expires 1-12-201 SUSAN HARBIN NOTARY PUBLIC-OREGON

COMMISSION NO. 401364

TPIRES JANUARY 12, 2010

MY COMMISSI

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

ATTACHMENT RE: FEDERAL TAX LIEN

Pursuant to Publication 786, the following information is provided:

1. The name, address and telephone number of the person submitting this Notice is as follows:

Neal G. Buchanan Attorney at Law Attorney for and Successor Trustee 435 Oak Avenue Klamath Falls OR. 97601.

Telephone (541) 882-6607 Facsimile (541) 822-2029

- 2. A copy of the relevant form 668 (Y)(c) Notice of Federal Tax Lien will be found attached hereto.
- 3. The physical address for the real property is:

46879 Gerber Road Bonanza, OR. 97623

The legal description of the real property will be found in the foregoing and in the Trustee's Sale Guarantee, a true copy of which is attached hereto.

- 4. Not applicable.
- 5. The date of sale is January 15, 2008.

 Time of sale 10:00 o'clock a.m.

 Place of sale 435 Oak Avenue, Klamath Falls,

 Or. 97601

 Terms of sale: the beneficiary may bid in the unpaid principal balance together with interest, costs of sale including evidence of Title and Trustee's and Attorney's fees. All additional bidders will be required to pay cash or cash equivalent. The date the tax payer's interest in the property is terminated is the date of sale.
- 6. The approximate amount of principal obligation is \$120,200.83

 Interest accrues on said sum at the rate of 6% per annum from March 5, 2007.

 Costs of sale including legal expenses, evidence of Title, recording fees, mailing fees, publication fees are estimated to be in the sum of \$3,000.
- 7. Property valuation: The beneficiary has not obtained an appraisal. However, the most recent Assessor's Office RMV information will be found attached hereto.

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c (Rev. February 2004)	i	Notice of Federal Tax Lien										
Area: SMALL BUSINESS/SELF EMPLOYED AREA #6			Serial Number			For Optional Use by Recording Office						
As provided I Code, we are have been ass a demand for there is a lien property belo	by section 6321 giving a notice sessed against the payment of this in favor of the onging to this ta		ding inte d taxpay emains u all prop nount of	Internal Reverse and pender. We have impaid. Therety and right these taxes,	alties) made efore, its to		M06-07789 Klamath County, Oregor 04/21/2006 09:55:55 AM Pages 1 Fee: \$5.00					
Name of Taxpa	eyer HENRY &	MEIJKEA ROB	ERSON	A constant and a second and a s								
Residence	46879 GE BONANZA,	RBER RD OR 97623										
unless notice	of the lien is refile llowing such date,	ORMATION: Fo d by the date given operate as a certifi	in column	(e), this notic	e shall,	•						
Kind of Tax (a)	Tax Period Ending (b)	Identifying Nun (c)	iber A	Date of ssessment (d)	Re	ay for filing e)	Unpaid Balance of Assessment (f)					
1040 1040 1040	12/31/1994 12/31/1995 12/31/1996	XXX-XX-015	50 10	/04/1997 /06/1997 /14/2000	11/0	3/2007 5/2007 6/2010	13604.34 13448.54 21210.13					
Place of Filing	OFFICE KLAMA	OF COUNTY TH COUNTY TH FALLS, OF		1.		Total	\$ 48263.01					
	as prepared and	signed at		ER, CO	Inte PO Sto	ernal Reven Box 14559 p #8420-G						
Signature	R.A. Y	nitchell		Title ACS			26-00-0008					

for REGINA OWENS (NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Form 668(Y)(c) (Rev. 2-20)

(800) 829-3903

Part 1 - Kept By Recording Office

Form **668(Y)(c)** (Rev. 2-2004) CAT. NO 60025X

5K

Guarantee No.: 7029-1086512

Page 1 of 9

GUARANTEE

Issued by

First American Title Insurance Company of Oregon 404 Main Street, Ste 1, Klamath Falls, OR 97601 Title Officer: Brenda Rodriguez Phone: (541)884-5155 FAX: (541)882-8115

First American Title

Guarantee No.: **7029-1086512** Page 2 of 9

Trustee's Sale Guarantee



First American Title Insurance Company of Oregon

An assumed business of Title Insurance Company of Oregon

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, First American Title Insurance Company of Oregon, an assumed business name of Title Insurance Company of Oregon, an Oregon corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein.

- 1. The title to herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of their priority;
- 2. The names and addresses of persons who have recorded requests, as provided by section 86.785 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown herein;
- 3. The names of additional persons who, as provided by Section 86.705 et seq. of the Oregon Revised Statutes, are entitled to receive a copy of notice of sale are as shown herein.

IN WITNESS WHEREOF, Title Insurance Company of Oregon has caused its corporate name and seal to be hereunto affixed and authenticated by the facsimile signatures of its President and Secretary, provided this policy is valid only when countersigned by a duly authorized officer or agent of the corporation

Title Insurance Company of Oregon

dda first american title insurance company of oregon

3034 611211

President

Attest:

By:

Secretary

First American Title

Guarantee No.: 7029-1086512

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TRUSTEE'S SALE GUARANTEE

EXHIBIT I

LIABILITY \$ 123,046.13

GUARANTEE NO.: 7029-1086512

FEE

\$

510.00

YOUR REF.: Kent/Roberson

Effective Date: July 20, 2007 8:00 a.m.

A. Assured: Virginia Kent

B. The Trust Deed, including the terms and conditions thereof, to be foreclosed is:

Loan No.:

N/A

Grantor/Trustor:

Henry Roberson and Myjken Roberson

Grantee/Beneficiary:

Virginia Kent

Trustee:

First American Title

Amount:

\$127,600.00

Dated:

May 10, 2005

Recorded:

May 31, 2005

Recording Information:

Volume M05, Page 39865, Records of Klamath County, Oregon

C. The estate or interest in the land hereinafter described or referred to covered by this Guarantee

The Fee Simple Estate

D. Title to said estate or interest at the date hereof is vested in:

Henry Roberson and Myjken Roberson, as tenants by the entirety

E. The land referred to in this Guarantee is situated in the State of Oregon, County of Klamath and is described as follows:

The land referred to in this report is described in Exhibit A attached hereto.

Guarantee No.: **7029-1086512** Page 4 of 9

F. As of said effective date the premises are subject to the following Exceptions:

- 1. Matters not disclosed by an examination of the public record.
- 2. Taxes for the fiscal year 2007-2008 a lien due, but not yet payable.
- 3. The assessment roll and the tax roll disclose that the within described premises were specially zoned or classified for Farm use. If the land has become or becomes disqualified for such use under the statute, an additional tax or penalty may be imposed.
- 4. The county tax roll discloses a mobile home on the herein described premises which is not included in title insurance coverage. Subject to requirements and provisions of O.R.S. 311.280 pertaining to mobile home taxes becoming liens on real property.
- 5. Taxes for the current fiscal year are reduced by reason of Disabled Veterans Exemption. If the exempt status is terminated under the statute prior to July 1, said property will be taxed at 100% of the assessed value.
- 6. Liens and assessments of Klamath Project and Horsefly Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
- 7. Any unpaid charges or assessments of the Horsefly Irrigation District.
- 8. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
- 9. Reservations in Patent, including the terms and provisions thereof;

Recorded:

June 20, 1956 in Volume 284, Page 241, Deed Records of

Klamath County, Oregon

From:

United States of America

To: For: J. B. Horsley

ditches & canals, COPCO transmission line

10. Agreement for Easement, including the terms and provisions thereof;

Recorded:

April 01, 1988 in Volume M88, Page 4766, Records of Klamath

County, Oregon

From:

Henry E. Pfaff etux

To:

Elden H. Kent etux

For:

easement for ingress and egress

Affects:

appurtenant property

11. Easement, including terms and provisions contained therein:

Recording Information:

February 01, 1995 in Volume M95, Page 2321, Records of

Klamath County, Oregon

In Favor of:

PacifiCorp, a corporation dba Pacific Power & Light Company

For:

overhead electrical circuit

First American Title

Trustee's Sale Guarantee TI 158 OLTA Form 9

Guarantee No.: 7029-1086512 Page 5 of 9

Easement, including terms and provisions contained therein: 12.

Recording Information:

June 22, 2001 in Volume M01, Page 30123, Records of Klamath

County, Oregon

In Favor of:

Centurytel of Eastern Oregon, Inc., dba Centurytel

For:

underground telephone and communication facilities

Deed of Trust and the terms and conditions thereof. 13.

Grantor/Trustor:

Henry Roberson and Myjken Roberson

Grantee/Beneficiary:

Virginia Kent

Trustee:

First American Title

Amount:

\$127,600.00

Recorded:

May 31, 2005

Recording Information:

Volume M05, Page 39865, Records of Klamath County, Oregon

A document recorded July 10, 2007 in Volume 2007, Page 012300 of Official Records provides that Neal G. Buchanan was substituted as trustee under the deed of trust.

Federal Tax Lien: 14.

Taxpayer:

Henry and Mijken Roberson

Tax ID No.:

XXX - XX - 0150

Amount:

\$48,263.01

Recorded:

April 21, 2006

Recording Information:

Volume M06, Page 07789, Records of Klamath County, Oregon

Notice of Lis Pendens, being a Suit to secure a judgment of dissolution . 15.

Suit No.:

07-1789 CV

Recorded/Filed:

May 16, 2007 in Volume 2007, Page 008997

Plaintiff:

Henry Lawrence Roberson

Defendant:

Myjken Lynn Roberson

Pendency of action in Klamath County Circuit Court/Superior Court. 16.

Plaintiff:

Henry Lawrence Roberson

Defendant:

Myjken Lynn Roberson 0701789 CV

Case No.:

May 14, 2007

Recorded/Filed: Action For:

Dissolution of Marriage

Attorney for Plaintiff:

Barbara M. Dilaconi

Trustee's Sale Guarantee TI 158 OLTA Form 9

Guarantee No.: 7029-1086512

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NOTE: Taxes for the year 2006-2007 PAID IN FULL

Tax Amount:

\$38.49

Map No.:

M-071856

Property ID:

M33001

Tax Code No.:

056

NOTE: Taxes for the year 2006-2007 PAID IN FULL

Tax Amount:

\$22.57

Map No.:

R-3913-03100-01200

Property ID:

R586510

Tax Code No.:

028; 056

NOTE: Taxes for the year 2006-2007 PAID IN FULL

Tax Amount:

\$486.42

Map No.:

R-3913-03100-01200

Property ID:

R115048

Tax Code No.:

056; 028

Guarantee No.: **7029-1086512**Page 7 of 9

EXHIBIT II

Relative to the Deed of Trust to be foreclosed shown in this Guarantee:

- Attention is directed to The Servicemembers Civil Relief Act which restricts proceedings against persons in the military service of the United States.
- 2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89.719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
- Attention is directed to the Federal Bankruptcy Code (Title 11) which, among other things, restricts foreclosure proceedings (Sec 362, Automatic Stay) against parties who have filed for protection under the Act.
- 4. No suit or action is pending in the subject County for the foreclose of said Deed of Trust.
- The names and addresses of persons who have recorded requests, as provided by ORS 86.785, for a copy of notice of sale are: NONE
- 6. The names of the Grantor(s) in said Deed of Trust:

Henry Roberson and Myjken Roberson

Situs Address as disclosed on Klamath County Tax Roll:

46879 Gerber Road, Bonanza, OR 97623

- 7. Name of successor in interest of the Grantor is: No Successors
- 8. The names of additional person who are entitled to receive a copy of notice of sale as provided by ORS 86.705, et seq: NONE
- 9. Any other necessary parties as disclosed by Paragraph F above.
- 10. Parties in possession or claiming any right to possession.

Guarantee No.: 7029-1086512 Page 8 of 9

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean

(a) "land: the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property. The term "land" does not include any real properly real property. The term "land" does not include any real properly beyond the lines of the area described or referred to herein, nor any right, title, interest, estate or easement abutting streets, roads, avenues, alleys, lanes, ways or waterways.
"public records": those records which impart constructive notice of

matters relating to said land.

"date": the effective date. uate: the effective date.
"the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
"mortgage": mortgage, deed of trust, trust deed, or other security "the Assured": (d)

(e) instrument.

2. EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE

The Company assumes no liability for loss or damage by reason of the following:

(a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to

water.

Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights, or easements are expressly and specifically set forth in said description.

Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured, or (2) resulting in no loss to the SUBROGATION UPON PAYMENT OR SETTLEMENT

Assured.

3. PROSECUTION OF ACTIONS

The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed, and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision hereof. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

waive any provision hereof. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
(b) In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS – LIMITATION OF ACTION

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such chatement shall have been furnished to the Company thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or demand and the statement of loss or demand and the statement of loss or demand. period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which should result in loss to the assured within the coverage of this Guarantee, or to pay the full amount of

this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

(a) The liability of the Company under this guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated in this Guarantee.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written

authorization of the Company.

No claim for damages shall arise o be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a

excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured the Company shall be subrogated to in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or party necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies. involving such rights or remedies.

GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter whereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, and Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office at 222 SW Columbia St, Ste 400, Portland, Oregon 97201-5730, or to the office which issued this policy.

10. FEE The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee.

PoUkt-TSG-C

Guarantee No.: **7029-1086512** Page 9 of 9

Exhibit "A"

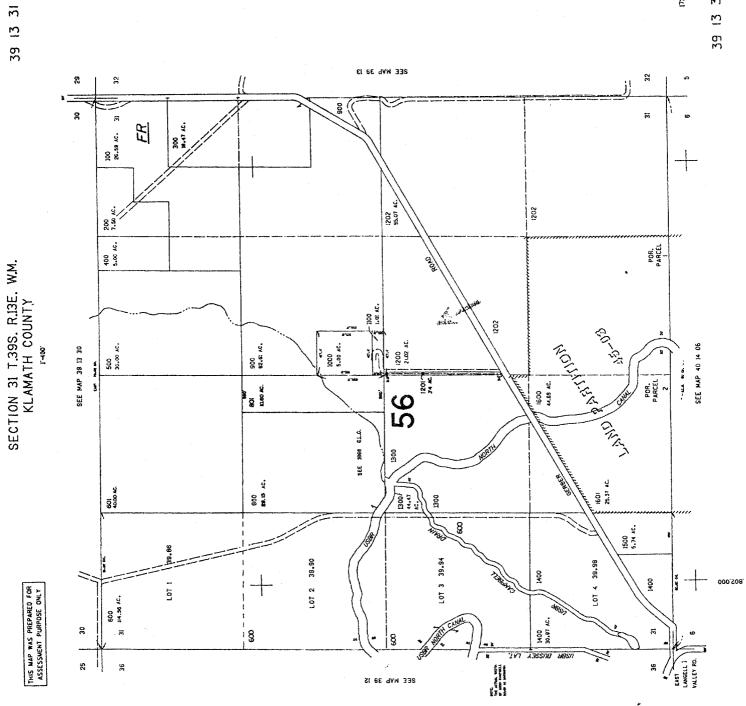
Real property in the County of Klamath, State of Oregon, described as follows:

THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON,

EXCEPTING THEREFROM THE WESTERLY 30 FEET OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, LYING NORTH OF GERBER ROAD.

AND FURTHER EXCEPTING ANY PORTION LYING SOUTHERLY OF GERBER ROAD.

Tax Parcel Number: M33001 and R586510 and R586510



-- Property Data Selection Menu --

Owner: ROBERSON HENRY & MYJKEN

 Prop ID
 : R115048
 (Real Estate)
 (230629)
 46879 GERBER RD

 Map Tax Lot:
 R-3913-03100-01200-000
 BONANZA, OR 97623

Legal : TWP 39 RNGE 13, BLOCK SEC 31, TRACT FOR NW4SE4 N OF RD, ACRES 5.00, MS*

: 46879 GERBER RD Year Built : Situs BONANZA, OR 97623 Living Area: 1596 2006 Roll Values Name (s) RMV Land Non-LSU \$ Code Area : 056,028 0 (+) RMV Land LSU \$ 33,700 (+) Sale Info : 05/27/05 \$145,000 RMV Improvements \$ 72,320 (+) Deed Type : 05 Instrument: M05-39862 RMV Total \$ 106,020 (=) 2006 Tax Status * No Taxes Due * Land LSU \$ 17,050 Current bevied Taxes : 393.00 Total Exemptions \$ 18,000 71,390 Special Assessments : 93.42 M5 Net Value \$ 41,350 2007-08 SB125 Taxes M50 Assd Value \$ (L) and/Impr (AD) Alt Disp (Y) primarY (SE) condary (H) istory (.) More (O) wnership (G) en Appr

Enter Option from Above or <RET> to Exit: ____

1 3ess-1 172.16.0.1

1 23/43

- - Property Data Selection Menu - -

Owner: ROBERSON HENRY & MYJKEN

Prop ID : R586510 (Real Estate) (230629) 46879 GERBER RD

Map Tax Lot: R-3913-03100-01200-000 BONANZA, OR 97623

Legal : TWP 39 RNGE 13, BLOCK SEC 31, TRACT
POR NW45E4 N OF RD, ACRES 16.02, MS*

Situs	: 46879 GE	RBER RD	Year Built :					
	BONANZA,	OR 97623	Living	Are	a: .			
Name (s)	:		2006	Roll	Values			
Code Area	a : 028,056		RMV Land Non-L3U	\$	0	(+)		
Sale Info	: 05/27/05	\$145,000	RMV Land LSU	\$	10,140	(+)		
Deed Type	. : 05		RMV Improvements	\$	0	(+)		
Instrument: M05-39862			RMV Total	\$	10,140	(=)		
2006	5 Tax Status	* No Taxes Due *	Land LSU	\$	2,540			
Current Levied Taxes : 22.57 Special Assessments :			Total Exemptions M5 Net Value		0 2,790			
2007-08	SB125 Taxes	:	M50 Assd Value	\$ _.	2,540			
(AD) Alt Disp (Y) primarY		(SE) condary	ĺ	(L) and/Impr				
(G) en Appr		(O) wnership	(H) istory		(.) More			

1 Sess-1 172.16.0.1

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```
- - Property Data Selection Menu - -
                                           Owner: ROBERSON HENRY &
                                          (235593) ROBERSON MYJKEN
                        (Mfd Struct-Pe
          : M33001
Prop ID
                                                   46879 GERBER RD
Map Tax Lot: M-071856
                                                   BONANZA, OR 97623
          : MFD STRUCT SERIAL #
Legal
             U1W6012FDR237874, X # 71856, Home*
                                                    Year Built : 1968
          : 46879 GERBER RD
Situs
                                                    Living Area: 672
            BONANZA, OR 97623
Name (=)
Code Area : 056
                                                     2006 Roll Values
Sale Info :
                                                                         0 (+)
                                                 RMV Land $
Deed Type : TC
                                                                     4,050 (+)
                                         RMV Improvements
                                                           $
Instrument:
                                                                     4,050 (=)
                                                RMV Total
                                                          $
    2006 Tax Status * No Taxes Due *
                                                                         0
                                         Total Exemptions
                                 38.49
Current Levied Taxes :
                                                                      4,050
                                                           ŝ
                                            M5 Net Value
Special Assessments
                                                                      4,050
                                           M50 Assd Value
2007-08 SB125 Taxes
                                                               (L) and/Impr
                                        (SE) condary
                    (Y) primarY
  (AD) Alt Disp
                                                               (.) More
                                         (H) istory
                      (O) wnership
  (G) en Appr
 Enter Option from Above or <RET> to Exit: __
                                                                          1 23/43
                               172.16.0.1
```

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