

2008-017034

Klamath County, Oregon

After recording return to:

CAL-WESTERN RECONVEYANCE CORPORATION

P.O. Box 22004

525 East Main Street

El Cajon CA 92022-9004



00058155200800170340020020

12/31/2008 01:12:44 PM

Fee: \$26.00

(Recorder's Use)

T.S. No. 1128541-09 Loan No. XXXXXX3426

1st 1304879

## RESCISSION OF NOTICE OF DEFAULT

Reference is made to that certain Trust Deed in which  
PATRICK M. LEAL, A MARRIED MAN AS HIS SOLE AND SEPARATE ESTATE  
was Grantor,

FIRST FRANKLIN A DIVISION OF NAT. CITY BANK OF IN  
was Beneficiary

and said Trust Deed was recorded July 22, 2005, in book/reel Volume No. M05 at page 56779 or as  
fee/file/instrument/microfilm/reception No. XX (indicate which), of the mortgage records of KLAMATH  
County, Oregon, and conveyed to the said trustee the following real property situated in said county:

LOT 13, BLOCK 9, TRACT NO. 1064, FIRST ADDITION TO GATEWOOD, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH  
COUNTY, OREGON.

A notice of grantor's default under said trust deed, containing the beneficiary's or trustee's election to sell the  
above described real property to satisfy grantor's obligations secured by said trust deed was recorded on  
January 24, 2008, in said mortgage records in book/ reel/volume No. XX at page XX or as  
fee/file/instrument/microfilm/reception No. 2008-1014 (indicate which); thereafter by reason of certain  
payments on said obligations made as permitted by the provisions of Section 86.760, Oregon Revised  
Statutes, the default described in said notice of default has been removed, paid and overcome so that said trust  
deed should be reinstated.

NOW THEREFORE, notice hereby is given that CAL-WESTERN RECONVEYANCE CORPORATION the  
undersigned trustee, does hereby rescind, cancel and withdraw said notice of default and election to sell; said  
trust deed and all obligations secured thereby hereby are reinstated and shall be and remain in force and effect  
the same as if no acceleration had occurred and as if said notice of default had not been given; it being  
understood, however, that this rescission shall not be construed as waiving or affecting any breach of default  
past, present or future-under said trust deed or as impairing any right or remedy thereunder, or as modifying  
or altering in any respect any of the terms, covenants, conditions or obligations thereof, but is and shall be  
deemed to be only an election without prejudice, not to cause a sale to be made pursuant to said notice so  
recorded.

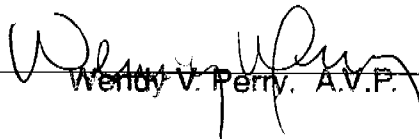
IN WITNESS WHEREOF, the undersigned trustee has hereunto set its hand and seal; if the undersigned is a  
corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its  
officers duly authorized thereunto by order of its Board of Directors.

FLV

## RESCISSION OF NOTICE OF DEFAULT

Loan No. XXXXXX3426  
T.S. No. 1128541-09

CAL-WESTERN RECONVEYANCE CORPORATION

  
Wendy V. Perry, A.V.P.

Dated: December 19, 2008


STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On DEC 19 2008 before me, C. Hoy  
a Notary Public in and for said State, personally appeared Wendy V Perry A.V.P.  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that  
by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature

  
C. Hoy

(Seal)

