

2010-008369

Klamath County, Oregon



00087177201000083690330338

07/12/2010 01:40:56 PM

Fee: \$217.00

Recording Requested By:  
Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601

When Recorded Return To:

Aspen Title & Escrow, Inc.  
525 Main Street  
Klamath Falls, OR 97601

Until requested otherwise, send all tax statements:

ATE 67599

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

## COVER SHEET

### DOCUMENT:

**Affidavit of Mailing /Copy of Trustees Notice of Sale**

**Affidavit of Service/Posting**

**Affidavit of Publication**

**Affidavit of Non Military Service**

**Affidavit of Compliance**

### ORIGINAL GRANTOR ON TRUST DEED:

**Espedicto Hernandez and Rosa Hernandez**

### ORIGINAL BENEFICIARY ON TRUST DEED:

**Mortgage Electronic Registration Systems, Inc.**

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

ATE 212

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-103964

OREGON  
AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, Kelly D. Sutherland, say and certify that:

I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or the successor in interest named in the Trust Deed described in the attached Notice of Sale.

I have given notice of sale of the real property described in the attached Notice of Sale by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

Espedicto Hernandez  
5407 Hwy 39  
Klamath Falls, OR 97603

Espedicto Hernandez  
6603 Eberlein Ave  
Klamath Falls, OR 97603

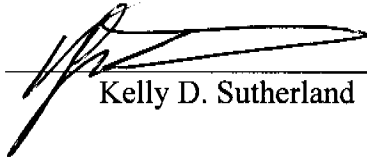
Rosa Hernandez  
5407 Hwy 39  
Klamath Falls, OR 97603

Rosa Hernandez  
6603 Eberlein Ave  
Klamath Falls, OR 97603

The persons mailed to include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or whose interest the trustee or the beneficiary has actual notice and any person requesting notice as provided in ORS 86.785 and all junior lien holders as provided in ORS 86.740.

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale by Kelly D. Sutherland, Shapiro & Sutherland, LLC, the trustee named in said notice; each copy was mailed in a sealed envelope, with postage prepaid, and was deposited by me in the United States post office at Vancouver, Washington, on March 29, 2010. Each notice was mailed after the date that the Notice of Default and Election to Sell described in said Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

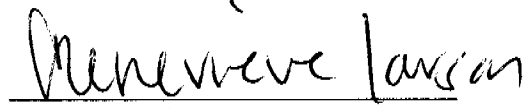
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

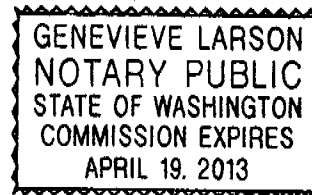
  
\_\_\_\_\_  
Kelly D. Sutherland

State of Washington     )  
                                      )  
County of Clark         )

On this 9<sup>th</sup> day of July, in the year 2010, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: 4/19/2013



## TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Espedicto Hernandez and Rosa Hernandez, as grantor to First American Title Insurance Co. of Oregon, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Business Bank, dba Mission Hills Mortgage Bankers, as Beneficiary, dated July 27, 2006, recorded August 3, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-015696, beneficial interest having been assigned to EverHome Mortgage Company, as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

**COMMONLY KNOWN AS:** 5407 Hwy 39, Klamath Falls, OR 97603

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments in the sum of \$1,642.41, from November 1, 2009, and monthly payments in the sum of \$1,638.88, from January 1, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

\$215,374.81, together with interest thereon at the rate of 7.375% per annum from October 1, 2009, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on July 29, 2010, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, 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 the execution of 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 to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations or trust deed, and in addition

to paying said 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

\*\*\*\*\*

### **NOTICE TO TENANTS**

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale.

If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is June 29, 2010. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may 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 have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

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The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: 3/25/2010

By: 

**KELLY D. SUTHERLAND**

Successor Trustee

SHAPIRO & SUTHERLAND, LLC

5501 N.E. 109th Court, Suite N

Vancouver, WA 98662

[www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa)

Telephone: (360) 260-2253

Toll-free: 1-800-970-5647

S&S 10-103964

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

A TRACT OF LAND BEING THE SOUTHERLY 100 FEET OF PARCEL 3 OF "LAND PARTITION 10-96", SITUATED IN THE NW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 39, BEING THE SOUTHWEST CORNER OF SAID PARCEL 3 FROM WHICH THE 1/4 CORNER COMMON TO SECTION 13, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN AND SAID SECTION 18 BEARS NORTH 01° 27' 09" WEST 1,053.06 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL 3 NORTH 00° 03' 01" WEST 121.17 FEET; THENCE SOUTH 55° 40' 10" EAST 487.60 FEET; THENCE ALONG THE EAST AND SOUTH BOUNDARY OF SAID PARCEL 3, SOUTH 00° 03' 01" EAST 121.17 FEET AND NORTH 55° 40' 10" WEST 487.60 FEET TO THE POINT OF BEGINNING, AS EVIDENCED BY LOT LINE ADJUSTMENT 7-97 ON FILE IN THE OFFICE OF THE KLAMATH COUNTY PLANNING DEPARTMENT.

#### PARCEL 2:

A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 3 AND 4 IN THE SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH A DISTANCE OF 1249.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING SITUATED ON THE CENTERLINE OF THE STATE HIGHWAY AND ALSO BEING ON THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID CENTERLINE AND WEST LINE OF SAID SECTION 18 A DISTANCE OF 375.5 FEET; THENCE SOUTH 55° 36' EAST A DISTANCE OF 36.36 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING SOUTH 55° 36' EAST ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 1298.64 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN ON THE WESTERLY LINE OF AN IRRIGATION LATERAL KNOWN AS THE "J" LATERAL; THENCE SOUTH 85° 04' WEST ALONG THE WESTERLY LINE OF SAID LATERAL A DISTANCE OF 293.0 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 36° 30' WEST ALONG THE WESTERLY LINE OF SAID LATERAL 165.0 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 53° 00' WEST ALONG THE NORTHERLY LINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 853.44 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN SITUATED ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING NORTH 53° 00' WEST A DISTANCE OF 37.56 FEET TO THE POINT OF BEGINNING.

ALSO A STRIP OF LAND 30 FEET IN WIDTH ADJOINING AND MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE MAIN CANAL OF THE GOVERNMENT IRRIGATION SYSTEM IN THE SW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING AND EXTENDING THE ENTIRE DISTANCE FROM THE THREAD OR CENTERLINE OF THAT CERTAIN LATERAL BRANCHING FROM THE NORTHERLY SIDE OF SAID MAIN CANAL AND KNOWN AS LATERAL "J" IN A NORTHWESTERLY DIRECTION TO THE WEST BOUNDARY OF SAID SW1/4 SW1/4 OF SECTION 18, AND BEING A STRIP OF LAND ADJOINING SAID RIGHT OF WAY SAVED AND EXCEPTED IN DEED DATED SEPTEMBER 13, 1907, RECORDED AT PAGE 101 IN VOLUME 26, DEED RECORDS OF KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE KLAMATH FALLS - MERRILL HIGHWAY STATE 39.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 4, 1997 IN VOLUME M97, PAGE 3478, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON .

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10103964 / HERNANDEZ  
ASAP# 3506491

**SHAPOR**

**AFFIDAVIT OF POSTING**

STATE OF OREGON  
County of Klamath

ss.

I, Robert Bolenbaugh, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale; Exhibit "A" upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**5407 Highway 39  
Klamath Falls, OR 97603**

As follows:

On 03/29/2010 at 2:03 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 04/06/2010 at 2:25 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

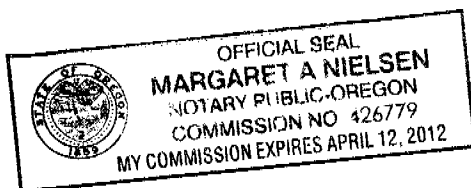
On 04/08/2010 at 3:47 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 19<sup>th</sup> day of April, 20 10  
by Robert Bolenbaugh.

*Margaret A. Nielsen*  
Notary Public for Oregon

X *[Signature]*  
Robert Bolenbaugh  
Nationwide Process Service, Inc.  
420 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636  
3506491



226518

10103964 / HERNANDEZ  
ASAP# 3506491

SHAPOR

**AFFIDAVIT OF MAILING**

STATE OF OREGON

County of Multnomah

ss.

I, Sarah Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On April 15, 2010, I mailed a copy of the Trustee's Notice of Sale; Exhibit "A", by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT**  
**5407 Highway 39**  
**Klamath Falls, OR 97603**


This mailing completes service upon an occupant at the above address with an effective date of **03/29/2010** as calculated pursuant to ORS 86.750 (1)(c).

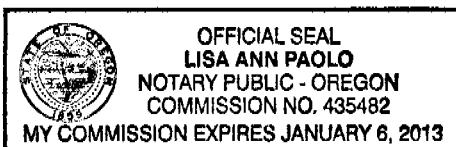
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 15 day of April, 2010  
by Sarah Ruth Tasko.

\_\_\_\_\_  
Notary Public for Oregon

X

  
\_\_\_\_\_  
Sarah Ruth Tasko  
Nationwide Process Service, Inc.  
420 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



226518

## TRUSTEE'S NOTICE OF SALE

*u* A default has occurred under the terms of a trust deed made by Espedicto Hernandez and Rosa Hernandez, as grantor to First American Title Insurance Co. of Oregon, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Business Bank, dba Mission Hills Mortgage Bankers, as Beneficiary, dated July 27, 2006, recorded August 3, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-015696, beneficial interest having been assigned to EverHome Mortgage Company, as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

**COMMONLY KNOWN AS:** 5407 Hwy 39, Klamath Falls, OR 97603

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments in the sum of \$1,642.41, from November 1, 2009, and monthly payments in the sum of \$1,638.88, from January 1, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

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WHEREFORE, notice hereby is given that the undersigned trustee will on July 29, 2010, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, 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 the execution of 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 to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations or trust deed, and in addition

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to paying said 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

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### NOTICE TO TENANTS

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To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale.

If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is June 29, 2010. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

*W* If you believe you need legal assistance with this matter, you may 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 have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

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The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: 3/25/2010

By 

**KELLY D. SUTHERLAND**  
Successor Trustee  
SHAPIRO & SUTHERLAND, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
[www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa)  
Telephone: (360) 260-2253  
Toll-free: 1-800-970-5647  
S&S 10-103964

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

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W

**EXHIBIT A**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

A TRACT OF LAND BEING THE SOUTHERLY 100 FEET OF PARCEL 3 OF "LAND PARTITION 10-96", SITUATED IN THE NW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 39, BEING THE SOUTHWEST CORNER OF SAID PARCEL 3 FROM WHICH THE 1/4 CORNER COMMON TO SECTION 13, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN AND SAID SECTION 18 BEARS NORTH 01° 27' 09" WEST 1,053.06 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL 3 NORTH 00° 03' 01" WEST 121.17 FEET; THENCE SOUTH 55° 40' 10" EAST 487.60 FEET; THENCE ALONG THE EAST AND SOUTH BOUNDARY OF SAID PARCEL 3, SOUTH 00° 03' 01" EAST 121.17 FEET AND NORTH 55° 40' 10" WEST 487.60 FEET TO THE POINT OF BEGINNING, AS EVIDENCED BY LOT LINE ADJUSTMENT 7-97 ON FILE IN THE OFFICE OF THE KLAMATH COUNTY PLANNING DEPARTMENT.

**PARCEL 2:**

A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 3 AND 4 IN THE SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH A DISTANCE OF 1249.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING SITUATED ON THE CENTERLINE OF THE STATE HIGHWAY AND ALSO BEING ON THE WEST LINE OF SAID SECTION 18; THENCE NORTH ALONG SAID CENTERLINE AND WEST LINE OF SAID SECTION 18 A DISTANCE OF 375.5 FEET; THENCE SOUTH 55° 36' EAST A DISTANCE OF 36.36 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING SOUTH 55° 36' EAST ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 1298.64 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN ON THE WESTERLY LINE OF AN IRRIGATION LATERAL KNOWN SA THE "J" LATERAL; THENCE SOUTH 85° 04' WEST ALONG THE WESTERLY LINE OF SAID LATERAL A DISTANCE OF 293.0 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 36° 30' WEST ALONG THE WESTERLY LINE OF SAID LATERAL 165.0 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 53° 00' WEST ALONG THE NORTHERLY LINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 853.44 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN SITUATED ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING NORTH 53° 00' WEST A DISTANCE OF 37.56 FEET TO THE POINT OF BEGINNING.

W-  
ALSO A STRIP OF LAND 30 FEET IN WIDTH ADJOINING AND MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE MAIN CANAL OF THE GOVERNMENT IRRIGATION SYSTEM IN THE SW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING AND EXTENDING THE ENTIRE DISTANCE FROM THE THREAD OR CENTERLINE OF THAT CERTAIN LATERAL BRANCHING FROM THE NORTHERLY SIDE OF SAID MAIN CANAL AND KNOWN AS LATERAL "J" IN A NORTHWESTERLY DIRECTION TO THE WEST BOUNDARY OF SAID SW1/4 SW1/4 OF SECTION 18, AND BEING A STRIP OF LAND ADJOINING SAID RIGHT OF WAY SAVED AND EXCEPTED IN DEED DATED SEPTEMBER 13, 1907, RECORDED AT PAGE 101 IN VOLUME 26, DEED RECORDS OF KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE KLAMATH FALLS - MERRILL HIGHWAY STATE 39.

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 4, 1997 IN VOLUME M97, PAGE 3478, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON .

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# Affidavit of Publication

## STATE OF OREGON, COUNTY OF KLAMATH

I, Jeanine P. Day, Business Manager,  
being first duly sworn, depose and say  
that I am the principal clerk of the  
publisher of the Herald and News  
a newspaper in general circulation, as  
defined by Chapter 193 ORS, printed and  
published at Klamath Falls in the  
aforesaid county and state; that I know from  
my personal knowledge that the

Legal # 12285

Trustee's Notice of Sale

Hernandez

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

Four

Insertion(s) in the following issues:

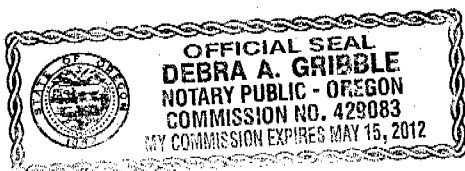
May 12, 19, 26, June 02, 2010

Total Cost: \$2,271.39

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day  
before me on: June 3, 2010

*Debra A Gribble*  
Notary Public of Oregon

My commission expires May 15, 2012





# TRUSTEE'S NOTICE OF SALE TS No. 10-103964

A default has occurred under the terms of a trust deed made by Espedicto Hernandez and Rosa Hernandez, as grantor to First American Title Insurance Co. of Oregon, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Business Bank, dba Mission Hills Mortgage Bankers, as Beneficiary, dated July 27, 2006, recorded August 3, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-015696, beneficial interest having been assigned to the EverHome Mortgage Company, as covering the following described real property: PARCEL 1: A TRACT OF LAND BEING THE SOUTHERLY 100 FEET OF PARCEL 3 OF "LAND PARTITION 10-96", SITUATED IN THE NW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST, WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY OF STATE HIGHWAY 39, BEING THE SOUTHWEST CORNER OF SAID PARCEL 3 FROM WHICH THE 1/4 CORNER COMMON TO SECTION 13, TOWNSHIP 39 SOUTH, RANGE 9 EAST, WILLAMETTE MERIDIAN AND SAID SECTION 18 BEARS NORTH 01° 27' 09" WEST 1,053.06 FEET; THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL 3 NORTH 00° 03' 01" WEST 121.17 FEET; THENCE SOUTH 55° 40' 10" EAST 487.60 FEET; THENCE ALONG THE EAST AND SOUTH BOUNDARY OF SAID PARCEL 3, SOUTH 00° 03' 01" EAST 121.17 FEET AND NORTH 55° 40' 10" WEST 487.60 FEET TO THE POINT OF BEGINNING, AS EVIDENCED BY LOT LINE ADJUSTMENT 7-97 ON FILE IN THE OFFICE OF THE KLAMATH COUNTY PLANNING DEPARTMENT. PARCEL 2: A TRACT OF LAND SITUATED IN GOVERNMENT LOTS 3 AND 4 IN THE SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH A DISTANCE OF 1249.0 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 18, SAID POINT BEING SITUATED ON THE CENTERLINE OF THE STATE HIGHWAY AND ALSO BEING ON THE WEST LINE OF SAID SECTION 18; THENCE NORTH 36° EAST A DISTANCE OF 36.36 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING SOUTH 55° 36' EAST ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 1298.64 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN ON THE WESTERLY LINE OF AN IRRIGATION LATERAL KNOWN SA THE "J" LATERAL; THENCE SOUTH 85° 04' WEST ALONG THE WESTERLY LINE OF SAID LATERAL A DISTANCE OF 293.0 FEET TO A 5/8 INCH IRON PIN; THENCE SOUTH 36° 30' WEST ALONG THE WESTERLY LINE OF SAID LATERAL 165.0 FEET TO A 5/8 INCH IRON PIN; THENCE NORTH 53° 00' WEST ALONG THE NORTHERLY LINE OF AN EXISTING DRAIN DITCH A DISTANCE OF 883.44 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN SITUATED ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE CONTINUING NORTH 53° 00' WEST A DISTANCE OF 37.56 FEET TO THE POINT OF BEGINNING. ALSO A STRIP OF LAND 30 FEET IN WIDTH ADJOINING AND MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF THE RIGHT OF WAY OF THE MAIN CANAL OF THE GOVERNMENT IRRIGATION SYSTEM IN THE SW1/4 SW1/4 OF SECTION 18, TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, AND RUNNING AND EXTENDING THE ENTIRE DISTANCE FROM THE THREAD OR CENTERLINE OF THAT CERTAIN LATERAL BRANCHING FROM THE NORTHERLY SIDE OF SAID MAIN CANAL AND KNOWN AS LATERAL "J" IN A NORTHWESTERLY DIRECTION TO THE WEST BOUNDARY OF SAID SW1/4 SW1/4 OF SECTION 18, AND BEING A STRIP OF LAND ADJOINING SAID RIGHT OF WAY SAVED AND EXCEPTED IN DEED DATED SEPTEMBER 13, 1907, RECORDED AT PAGE 101 IN VOLUME 26, DEED RECORDS OF KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDARIES OF THE KLAMATH FALLS - MERRILL HIGHWAY STATE 39. ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE STATE OF OREGON DEPARTMENT OF TRANSPORTATION RECORDED FEBRUARY 4, 1997 IN VOLUME M97, PAGE 3478, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON. COMMONLY KNOWN AS: 5407 Hwy 39, Klamath Falls, OR 97603.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: Monthly payments in the sum of \$1,642.41, from November 1, 2009, and monthly payments in the sum of \$1,638.88, from January 1, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sums being the following, to-wit: \$215,374.81, together with interest thereon at the rate of 7.375% per annum from October 1, 2009, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on July 29, 2010, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, 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 the execution of 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 to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed annulled by paying to the beneficiary of the sums amount due (other than such portion of the principal amount due as has been paid) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligations or trust deed, and in addition to paying said 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property. NOTICE TO TENANTS If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale. If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out. To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is June 29, 2010. The name of the trustee and the trustee's mailing address are listed on this notice. Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law. You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so. If you believe you need legal assistance with this matter, you may 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 have a low income and meet federal poverty guidelines; you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice. OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224. Phone (503) 620-0222. Toll-free 1-800-452-8260 Website: <http://www.osbar.org> Directory of Legal Aid Programs: <http://www.oregonlawhelp.org> The Fair Debt Collection Practices Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings; This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. Dated: 3-25-2010 By: KELLY D. SUTHERLAND Successor Trustee SHAPIRO & SUTHERLAND, LLC 5501 N.E. 109th Court, Suite N Vancouver, WA 98662 [www.shapiroattorneys.com/va](http://www.shapiroattorneys.com/va) Telephone: (360) 260-2253 Toll-free: 1-800-970-5647 S&S 10-103964 ASAP# 3506491 05/12/2010, 05/19/2010, 05/26/2010, 06/02/2010. #12285 May 12, 19, 26, June 02, 2010.

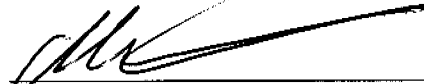
AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
Telephone:(360) 260-2253  
10-103964

## CERTIFICATE OF NON-MILITARY SERVICE

STATE OF WASHINGTON           )  
  ) SS.  
County of CLARK                    )

THIS IS TO CERTIFY THAT I, Kelly D. Sutherland, am the Successor Trustee of that certain trust deed serviced by EverHome Mortgage Company, the current beneficiary, in which Espedicto Hernandez and Rosa Hernandez,, as grantor, conveyed to First American Title Insurance Co. of Oregon, as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated July 27, 2006, and recorded August 3, 2006, in the mortgage records of said county, as Instrument No. 2006-015696; thereafter a Notice of Default with respect to said trust deed was recorded March 23, 2010, at Page No. 3621, as Instrument No. 2010, of said mortgage records; thereafter the said trust deed was duly foreclosed by advertisement and sale and the real property covered by said trust deed is scheduled to be sold at the trustee's sale on July 29, 2010. I reasonably believe at no time during the period of three months and one day immediately preceding the day of said sale and including the day thereof, was the real property described in and covered by said trust deed, or any interest therein, owned by a person in the military service as defined in Article I of the "Soldiers' and Sailor's Civil Relief Act of 1940," as amended, as evidenced by the attached Department of Defense certificate(s), or legally incompetent under the laws of the State of Oregon.

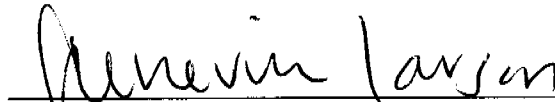
In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary named in said trust deed.

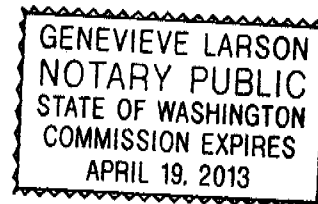


Kelly D. Sutherland  
Successor Trustee

STATE OF WASHINGTON       )  
  ) SS.  
COUNTY OF CLARK        )

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of July, 2010,  
by Kelly D. Sutherland, Successor Trustee.

  
\_\_\_\_\_  
Notary Public for Washington  
My commission expires 4/19/2013



Department of Defense Manpower Data Center

Mar-02-2010 09:54:43



Military Status Report  
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
HERNANDEZ	ESPEDICTO	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*Mary M. Snavely-Dixon*

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

***More information on "Active Duty Status"***

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

***Coverage Under the SCRA is Broader in Some Cases***

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.  
Report ID:UT9VI6TQJF

Department of Defense Manpower Data Center

Mar-02-2010 09:55:47



Military Status Report  
Pursuant to the Service Members Civil Relief Act

◀ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
HERNANDEZ	ROSA	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

***More information on "Active Duty Status"***

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

***Coverage Under the SCRA is Broader in Some Cases***

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Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.  
Report ID:7Q1ABV5ADP

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-103964

**TRUSTEE'S AFFIDAVIT AS TO COMPLIANCE TO ORS 86.737**

State of Washington           )  
  )  
County of Clark                )

I, Kelly D. Sutherland, being first duly sworn, depose, say and certify that:

I am the Successor trustee in that certain trust deed executed and delivered by Espedicto Hernandez and Rosa Hernandez, as grantor to First American Title Insurance Co. of Oregon as trustee, in which Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Business Bank, dba Mission Hills Mortgage Bankers is beneficiary, recorded on August 3, 2006, in the mortgage records of Klamath County, Oregon as Instrument No. 2006-015696, covering the following described real property situated in said county:

See complete Legal Description attached hereto as Exhibit "A"

Commonly known as: 5407 Hwy 39, Klamath Falls, OR 97603

I hereby certify that on March 24, 2010, the attached notice of risk of loss and loan modification request form was furnished by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons:

Espedicto Hernandez  
5407 Hwy 39  
Klamath Falls, OR 97603

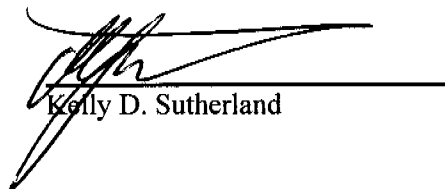
Espedicto Hernandez  
6603 Eberlein Ave  
Klamath Falls, OR 97603

Occupant(s)  
5407 Hwy 39  
Klamath Falls, OR 97603

Rosa Hernandez  
5407 Hwy 39  
Klamath Falls, OR 97603

Rosa Hernandez  
6603 Eberlein Ave  
Klamath Falls, OR 97603

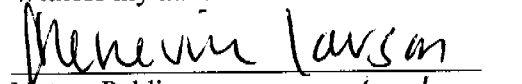
The word "trustee" as used in this affidavit means any successor-trustee to the trustee named in the trust deed first mentioned above.

  
Kelly D. Sutherland

State of Washington           )  
  )  
County of Clark                )

On this 9<sup>th</sup> day of July, in the year 2010, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal

  
Notary Public  
My Commission Expires 4/19/2013

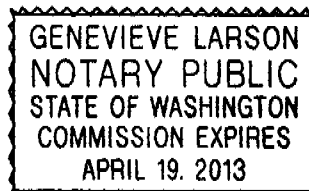




Exhibit A

Parcel 1:

A tract of land being the Southerly 100 feet of Parcel 3 of "Land Partition 10-96" situated in the NW 1/4 SW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Westerly right of way of State Highway 39, being the Southwest corner of said Parcel 3 from which the 1/4 corner common to Section 13, Township 39 South, Range 9 East of the Willamette Meridian and said Section 18 bears North 01° 27' 09" West 1,053.06 feet; thence along the West boundary of said Parcel 3 North 00° 03' 01" West 121.17 feet; thence South 55° 40' 10" East 487.60 feet; thence along the East and South boundary of said Parcel 3, South 00° 03' 01" East 121.17 feet and North 55° 40' 10" West 487.60 feet to the point of beginning, as evidenced by lot line adjustment 7-97 on file in the Office of the Klamath County Planning Department.

Parcel 2:

A tract of land situated in Government Lots 3 and 4 in the SW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point which is North a distance of 1,249.0 feet from the Southwest corner of said Section 18, said point being situated on the centerline of the State Highway and also being on the West line of said Section 18; thence North along said centerline and West line of said Section 18 a distance of 375.5 feet; thence South 55° 36' East a distance of 36.36 feet to a 5/8 inch iron pin on the East right of way line of the State Highway; thence continuing South 55° 36' East along the Westerly extension of the centerline of an existing drain ditch a distance of 1,298.64 feet, more or less, to a 5/8 inch iron pin on the Westerly line of an irrigation lateral known as the "J" lateral; thence South 85° 04' West along the Westerly line of said lateral a distance of 293.0 feet to a 5/8 inch iron pin; thence South 36° 30' West along the Westerly line of said lateral 165.0 feet to a 5/8 inch iron pin; thence North 53° 00' West along the Northerly line of an existing drain ditch a distance of 853.44 feet, more or less, to a 5/8 inch iron pin situated on the East right of way line of the State Highway; thence continuing North 53° 00' West a distance of 37.56 feet to the point of beginning.

Also a strip of land 30 feet in width adjoining and measured at right angles to the Northerly line of the right of way of the main canal of the Government irrigation system in the SW 1/4 SW 1/4 of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, and running and extending the entire distance from the thread or centerline of that certain lateral branching from the Northerly side of said main canal and known as Lateral "J" in a Northwesterly direction to the West boundary of said SW 1/4 SW 1/4 of Section 18, and being a strip of land adjoining said right of way saved and excepted in Deed dated September 13, 1907, recorded at Page 101 in Volume 26, Deed Records of Klamath County, Oregon.

Excepting therefrom that portion lying within the boundaries of the Klamath Falls - Merrill Highway State 39.

Also excepting therefrom that portion deeded to the State of Oregon Department of Transportation recorded February 4, 1997 in Volume M97, Page 3478, Microfilm records of Klamath County, Oregon.

CODE: 032 MAP: 3910-01800 TL: 00904 KEY: 882276  
CODE: 032 MAP: 3910-01800 TL: 01000 KEY: 597866

**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 5407 Hwy 39, Klamath Falls, OR 97603

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'.

In order to bring your mortgage loan current, the amount you need to pay as of today, March 24, 2010 is \$9,705.27.

**By law, your lender has to provide you with details about the amount you owe, if you ask. You may call this office at (360) 260-2253, or toll-free 1-800-970-5647, extension 278, 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:**

Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
Our File #: 10-103964

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

July 29, 2010, at the hour of 10:00 AM PT, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, OR

## 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 the Loss Mitigation department of EverHome Mortgage Company at 800-669-7724 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 phone contact number at **1-800-SAFENET (1-800-723-3638)**. 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 **1-800-452-7636** or you may visit its website at: [www.osbar.org](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://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 800-669-7724. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number 1-800-SAFENET (1-800-723-3638). Many lenders participate in new federal loan

modification programs. You can obtain more information about these programs at:  
<http://www.makinghomeaffordable.gov/>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY APRIL 26, 2010, WHICH IS MORE THAN 30 DAYS AFTER THE DATE SHOWN BELOW.

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: March 24, 2010

Kelly D. Sutherland, Shapiro & Sutherland LLC

Trustee signature:

Trustee telephone number: (360) 260-2253 or 1-800-970-5647

## LOAN MODIFICATION REQUEST FORM

Espedicto Hernandez  
5407 Hwy 39  
Klamath Falls, OR 97603

Rosa Hernandez  
5407 Hwy 39  
Klamath Falls, OR 97603

RE: Loan#: 9000470374  
Property Address: 5407 Hwy 39, Klamath Falls, OR 97603

Pursuant to Oregon law, we are providing you with this Modification Request Form. The mortgage servicer is interested in helping you stay in your home. The mortgage servicer wants you to know there are payment assistance programs available that may help you. If you qualify under the programs, the mortgage servicer may be able to bring be able to bring your loan current and /or decrease the monthly payment so that you can avoid foreclosure.

**If you want to apply to modify you must fill out this form and provide all the documentation to the address shown in Step 2 of this form.** Please make sure to provide your current address, phone number and electronic mail address (Email). **The form must be received by the mortgage servicer no later than April 26, 2010 at the address shown in Step 2 of this form.** Please indicate by checking the applicable location whether or not you would like your Loan Modified, whether you would like to meet the mortgage servicer, or both

☐ I would like to have my loan modified.

☐ I would like to meet with the mortgage servicer.

\_\_\_\_\_  
Borrower's signature

\_\_\_\_\_  
Borrower's signature

\_\_\_\_\_  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Printed Name

\_\_\_\_\_  
Borrower's Address

\_\_\_\_\_  
Borrower's Address

\_\_\_\_\_  
Borrower's Phone Number

\_\_\_\_\_  
Borrower's Phone Number

\_\_\_\_\_  
Borrower's E-mail Address

\_\_\_\_\_  
Borrower's E-mail Address

### STEP 1: GATHER THE INFORMATION NEEDED TO HELP YOU

Detailed Instructions on what you need to do to take advantage of this program are set forth below. Generally, you will need to:

- Explain in a letter requesting assistance and explaining the circumstances of the financial hardship that makes it difficult for you to pay your mortgage loan.
- Submit the required documentation of your income.

If you meet the eligibility criteria, you may be offered either a temporary or permanent payment assistance program with a decreased monthly payment. The monthly payments will be based on the Income documentation that you provide.

## **STEP 2: COMPLETE AND SUBMIT**

Please submit all the required income documentation by no later than April 26, 2010. If you have any questions, please contact mortgage servicer at (800) 669-7724.

### **Act Now!**

To see if you qualify for this program, send the items listed below to Mortgage Servicer no later than April 26, 2010 to the address provided below:

***Shapiro & Sutherland, LLC***  
***5501 N.E. 109th Court, Suite N***  
***Vancouver, WA 98662***

Documentation to verify all of the income of each borrower. (Including any alimony or child support that you choose to rely upon to qualify). This documentation should include:

The most recent two paystubs for all account holders, or  
 If self-employed, copies of your profit and loss statements, ledgers and receipts, or  
 If you're not currently employed, your social security/unemployment benefit letters or denial letter, or  
 If you're disabled, your disability benefits letters denial letter, or  
 If you're retired, a pension or retirement letter  
 Most recent Tax Return  
 Last two Bank Statements  
 Information about Assets  
 Evidence of any "junior" second or more liens

Additional Information on your expenses:

Medical bills (if applicable)  
 Childcare (if applicable)  
 Copy of court order for child support and/or alimony (if applicable)

If you have other types of Income, cannot locate required documents, or have questions about the documentation required, please contact the mortgage servicer at (800) 669-7724.

**You must send in all required documentation by no later than April 26, 2010.**

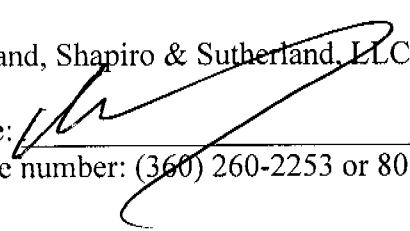
Keep a copy of documents for records. Don't send original income documents as copies are acceptable.

**NEXT STEPS: HERE'S WHAT WILL HAPPEN:**

Once the mortgage servicer receives all of your documentation and verifies your information, the mortgage servicer will determine whether you qualify for a payment assistance program. The mortgage servicer will contact you, as reasonably practical but not less than 45 days after receiving the form, to notify you whether the mortgage servicer approves or denies your request, or requires additional information. During this period, the mortgage servicer may require additional information to determine whether the loan can be modified. IF you do not qualify, the mortgage servicer will discuss other alternative with you that may help you keep your home or ease your transition to another home.

DATED: March 24, 2010

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature: 

Trustee telephone number: (360) 260-2253 or 800-970-5647

AFTER RECORDING RETURN TO:

Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-103964

Affidavit of Compliance with Oregon SB 628 (2009)

**County Clerk Recording Info: Instrument No. 2006-015696**

**Grantor (name): Espedicto Hernandez and Rosa Hernandez,**

**Trustee (name): First American Title Insurance Co. of Oregon**

**Original Beneficiary (name): Mortgage Electronic Registration Systems, Inc., as nominee for Gateway Business Bank, dba Mission Hills Mortgage Bankers**

**Assignee(s), if any (name(s)): EverHome Mortgage Company**

**Original Loan Amount: \$222,600.00**

**Borrower name(s): Hernandez, Espedicto & Rosa**

**Property Address: 5407 Hwy 39, Klamath Falls, OR 97603**

The undersigned is an employee of the beneficiary of the trust deed securing the above-referenced loan or of its authorized agent, at least 18 years of age and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and avers, under the penalty of perjury, that the following selected paragraph(s) is/are true and correct (select all that apply):

- ☒ **No Request for Meeting or Loan Modification Received.** Neither the beneficiary nor its agent received the required Loan Modification Request Form from the borrower that was sent by the borrower within 30 days of the date the Trustee signed the notice required by Section 20, Chapter 19, Oregon Laws 2008 ("Law").
- ☐ **Meeting Requested But Borrower Unavailable to Schedule Meeting.** Borrower requested a meeting within 30 days of the date the Trustee signed the notice required by Section 20, chapter 19, Oregon Laws 2008 ("Law") and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent attempted to contact the borrower by the methods contemplated by Law within 45 days of receiving the loan modification request. Borrower did not respond within 7 days of attempted contact. Accordingly, no meeting was required and no meeting occurred.
- ☐ **Meeting Occurred.** Borrower requested a meeting by telephone or in person within 30 days of the date the trustee signed the notice required by Law and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent contacted Borrower by the methods allowed by law to schedule a meeting. A meeting was scheduled and took place between borrower and a representative of the beneficiary or beneficiary's agent -- authorized to modify the loan or able to obtain authority to modify the loan -- prior to the beneficiary determining whether or not to grant borrower's request for a loan modification.
- ☐ **Loan Modification Requested. Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information provided by borrower, the beneficiary or beneficiary's agent determined that borrower is ineligible for a loan modification. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower is ineligible for a loan modification.



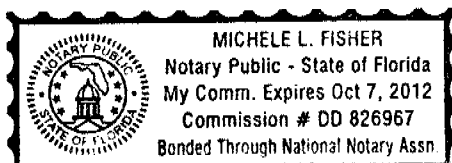
- [ ] **Loan Modification Requested. After Evaluation, Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.
- [ ] **Loan Modification Requested. Borrower Approved for a Modification but Subsequently Defaulted.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was approved. Borrower subsequently failed to return the executed modification agreement, required down payment, or failed to timely make the payment(s) under the terms of the agreement.
- [ ] **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt, but borrower, despite one or more additional requests from beneficiary or its agent, failed to provide sufficient information to enable beneficiary to determine in good faith whether borrower is eligible for a loan modification. Accordingly, within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.
- [ ] Other (Specify):  
\_\_\_\_\_  
\_\_\_\_\_

DATED: June 15, 2010

By: *Leslie Simmons*  
Typed Name Leslie Simmons  
Title: F/C Lead

State of Florida )  
County of Duval ) ss.

This instrument was acknowledged before me on June 15, 2010 by  
Leslie Simmons of  
EverHome Mortgage Company F/C Lead



*Michele L. Fisher*  
Notary signature  
My commission expires 10-7-2012