

2010-008801

Klamath County, Oregon



00087700201000088010430433

07/23/2010 03:33:05 PM

Fee: \$267.00

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 67402

(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:

James W. Kincaid and Wendy L. Kincaid

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 267

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
09-101634

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:

James W. Kincaid
3210 Sprague River Road
Chiloquin, OR 97624

Wendy L. Kincaid
5689 Sprague River Road
Chiloquin, OR 97624

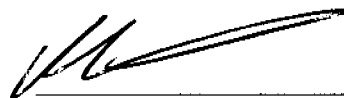
Wendy L. Kincaid
3210 Sprague River Road
Chiloquin, OR 97624

Wendy L. Kincaid
P.O. Box 307
Chiloquin, OR 97624

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 December 17, 2009. 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.

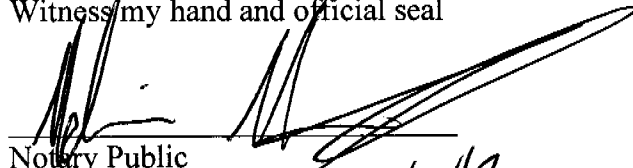


Kelly D. Sutherland

State of Washington)
)
County of Clark)

On this 22nd 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.

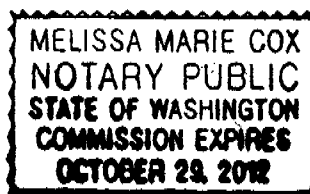
Witness my hand and official seal



Notary Public

My Commission Expires:

10/29/12



TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by James W. Kincaid and Wendy L. Kincaid, husband and wife, as grantor to First American Title, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for InstaMortgage.com, as Beneficiary, dated September 20, 2006, recorded October 2, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-019773, beneficial interest having been assigned to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, as covering the following described real property:

See complete Legal description attached hereto as Exhibit "A"

COMMONLY KNOWN AS: 3210 Sprague River Road, Chiloquin, OR 97624

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 \$1,465.66, from November 1, 2008, and monthly payments in the sum of \$1,485.89, from November 1, 2009, 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:

\$203,126.45, together with interest thereon at the rate of 6.45% per annum from October 1, 2008, 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 April 15, 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 March 16, 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.

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: 12/7/09

By 

KELLY D. SUTHERLAND
Successor Trustee

State of Washington, County of Clark, ss:

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

SHAPIRO & SUTHERLAND, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
Telephone: (360) 260-2253
Toll-free: 1-800-970-5647

Exhibit A

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a Brass Cap monument marking the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 35; thence North 88° 56' 56" East along the North line of said Section 35, 700.37 feet to a point that is located 700 feet East, measured at right angles, from the West line of the said NE 1/4 of the NE 1/4; thence South 00° 47' 57" West parallel to the West line of said NE 1/4 of the NE 1/4 508.41 feet, more or less, to the Southerly right of way line of the Chiloquin-Sprague River Highway, and the true point of beginning for this description; thence South 00° 47' 57" West parallel to the West line of the said NE 1/4 of the NE 1/4 373.57 feet to a 5/8 inch iron pin on the North bank of the Sprague River; thence continuing South 00° 47' 57" West parallel to the West line of the said NE 1/4 of the NE 1/4 91.00 feet, more or less, to the thread of the Sprague River; thence North 72° 49' 58" East along the thread of the Sprague River 231.28 feet to a point located 920 feet East, measured at right angles, from the West line of the said NE 1/4 of the NE 1/4; thence North 00° 47' 57" East parallel to the West line of the said NE 1/4 of the NE 1/4 83.00 feet to a 5/8 inch iron pin on the North bank of the Sprague River; thence continuing North 00° 47' 57" East parallel to the said West line of the NE 1/4 of the NE 1/4 380.86 feet, more or less, to the Southerly right of way line of the Chiloquin-Sprague River Highway; thence South 72° 59' 59" West along the Southerly right of way line of said Chiloquin-Sprague River Highway 231.06 feet to the said true point of beginning. Bearings based on and refer to Record Survey 4939.

CODE: 118 MAP: 3407-035A0 TL: 01500 KEY: 204905

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
09-101634

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:

Oregon State Dept. of
Justice
Attorney General's Office
Justice Building
Salem, OR 97310

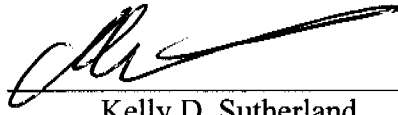
State of Oregon
Department of Human
Resources
P.O. Box 14506
Salem, OR 97301

State of Oregon Division
of Support Enforcement
P.O. Box 14660
Salem, OR 97309

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 June 14, 2010. As evidenced by signed return receipt, each Notice was actually received by the named party at least 25 days before the day of Trustee's Sale, as provided in ORS 86.742(1).

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)

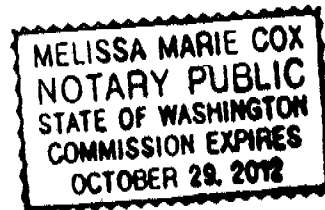
On this 20th day of July, in the year 2010, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal



Notary Public

My Commission Expires: 10/29/12



THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

FORM #35683 VERSION: 02/10
U.S. PAT. NO. 5,501,393

09-101634
State of Oregon Division of Support Enforcement
P.O. Box 14660
Salem, OR 97309

Label #1

Label #2

09-101634
State of Oregon Division of Support Enforcement
P.O. Box 14660
Salem, OR 97309

Label #3

7160 3901 9848 8652 6193

TO:
State of Oregon Division of Support Enforcement
P.O. Box 14660
Salem, OR 97309

SENDER: Shapiro & Sutherland, LLC

REFERENCE: 09-101634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

A FOLD AND TEAR THIS WAY → OPTIONAL

B **Label #6**
09-101634
State of Oregon Division of Support Enforcement
P.O. Box 14660
Salem, OR 97309

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8652 6193

Charge
Amount:

Charge
Tot:

FOLD AND TEAR THIS WAY →

C **Label #4**
Certified Article Number
7160 3901 9848 8652 6193
SENDERS RECORD

2. Article Number



7160 3901 9848 8652 6193

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

State of Oregon Division of Support Enforcement
P.O. Box 14660
Salem, OR 97309

09-101634

Shapiro & Sutherland, LLC

PS Form 3811, January 2005

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature X	
<input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

Thank you for using Return Receipt Service

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Track & Confirm

Search Results

Label/Receipt Number: **7160 3901 9848 8652 6193**Service(s): **Certified Mail™**Status: **Delivered**

Your item was delivered at 6:23 AM on June 15, 2010 in SALEM, OR 97309.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- **Delivered, June 15, 2010, 6:23 am, SALEM, OR 97309**
- **Arrival at Pick-Up-Point, June 15, 2010, 6:22 am, SALEM, OR 97309**
- **Arrival at Unit, June 15, 2010, 6:06 am, SALEM, OR 97301**

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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FOIA

United States Postal Service
Postmaster: Please RecycleUnited States Postal Service
Postmaster: Please Recycle

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

FORM #35663 VERSION: 02/10
U.S. PAT. NO. 5,501,393

Label #1

09-101634
State of Oregon
Department of Human Resources
P.O. Box 14506
Salem, OR 97301

Label #2

Label #3

09-101634
State of Oregon
Department of Human Resources
P.O. Box 14506
Salem, OR 97301

7160 3901 9848 8652 6186

TO:

State of Oregon
Department of Human Resources
P.O. Box 14506
Salem, OR 97301

SENDER:

Shapiro & Sutherland, LLC

REFERENCE: 09-101634

PS Form 3800, January 2005

RETURN
RECEIPT
SERVICE

Postage

Certified Fee

Return Receipt Fee

Restricted Delivery

Total Postage & Fees

US Postal Service

**Receipt for
Certified Mail**

No Insurance Coverage Provided
Do Not Use for International Mail

POSTMARK OR DATE

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

09-101634
State of Oregon
Department of Human Resources
P.O. Box 14506
Salem, OR 97301

Charge
Amount:

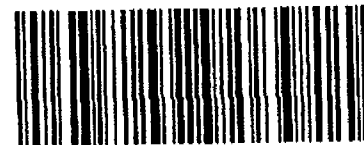
Charge
To:

FOLD AND TEAR THIS WAY →

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8652 6186

C

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USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 8652 6186

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

State of Oregon
Department of Human Resources
P.O. Box 14506
Salem, OR 97301

09-101634

Shapiro & Sutherland, LLC

PS Form 3811, January 2005

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

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Track & Confirm

Search Results

Label/Receipt Number: 7160 3901 9848 8652 6186

Service(s): **Certified Mail™**Status: **Delivered**

Your item was delivered at 6:23 AM on June 15, 2010 in SALEM, OR 97309.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- **Delivered, June 15, 2010, 6:23 am, SALEM, OR 97309**
- **Arrival at Pick-Up-Point, June 15, 2010, 6:22 am, SALEM, OR 97309**
- **Arrival at Unit, June 15, 2010, 6:06 am, SALEM, OR 97301**

Notification Options

Track & Confirm by email

Get current event information or updates for your item sent to you or others by email.

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No FEAR Act EEO Data

FOIA

It's not just a promise.
It's a reality. Get there.Innovation comes.
Innovation stays.

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

FORM #35683 VERSION: 02/10
U.S. PAT. NO. 5,601,393

7160 3901 9848 8652 6179

Label #1

09-101634
Oregon State Dept. of Justice
Attorney General's Office
Justice Building
Salem, OR 97310

Label #2

Label #3

09-101634
Oregon State Dept. of Justice
Attorney General's Office
Justice Building
Salem, OR 97310

TO:
Oregon State Dept. of Justice
Attorney General's Office
Justice Building
Salem, OR 97310

SENDER: Shapiro & Sutherland, LLC

REFERENCE: 09-101634

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	
	Return Receipt Fee	
	Restricted Delivery	
Total Postage & Fees		

US Postal Service
**Receipt for
Certified Mail**

POSTMARK OR DATE

No Insurance Coverage Provided
Do Not Use for International Mail

A FOLD AND TEAR THIS WAY → OPTIONAL

B

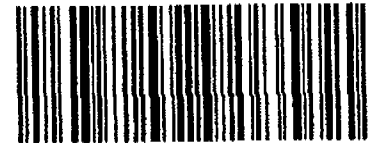
Label #5

09-101634
Oregon State Dept. of Justice
Attorney General's Office
Justice Building
Salem, OR 97310

Label #6

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



7160 3901 9848 8652 6179

Charge
Amount:

Charge
To:

FOLD AND TEAR THIS WAY →

C

Thank you for using Return Receipt Service

RETURN RECEIPT REQUESTED
USPS MAIL CARRIER
DETACH ALONG PERFORATION

2. Article Number



7160 3901 9848 8652 6179

3. Service Type **CERTIFIED MAIL**

4. Restricted Delivery? (Extra Fee) ☐ Yes

1. Article Addressed to:

Oregon State Dept. of Justice
Attorney General's Office
Justice Building
Salem, OR 97310

09-101634

Shapiro & Sutherland, LLC

PS Form 3811, January 2005

Domestic Return Receipt

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A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X

☐ Agent
☐ Addressee

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

Thank you for using Return Receipt Service

[Home](#) | [Help](#) | [Sign In](#)[Track & Confirm](#)[FAQs](#)

Track & Confirm

Search Results

Label/Receipt Number: **7160 3901 9848 8652 6179**Service(s): **Certified Mail™**Status: **Delivered**

Your item was delivered at 6:23 AM on June 15, 2010 in SALEM, OR 97309.

Track & Confirm

Enter Label/Receipt Number.

[Go >](#)

Detailed Results:

- **Delivered, June 15, 2010, 6:23 am, SALEM, OR 97309**
- **Arrival at Pick-Up-Point, June 15, 2010, 6:22 am, SALEM, OR 97309**
- **Arrival at Unit, June 15, 2010, 6:12 am, SALEM, OR 97301**

Notification Options

Track & Confirm by email

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No FEAR Act EEO Data

FOIA

Equal Opportunity
Posting NoticePrivacy Notice
Posting Notice

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by James W. Kincaid and Wendy L. Kincaid, husband and wife, as grantor to First American Title, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for InstaMortgage.com, as Beneficiary, dated September 20, 2006, recorded October 2, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-019773, beneficial interest having been assigned to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, as covering the following described real property:

See complete Legal description attached hereto as Exhibit "A"

COMMONLY KNOWN AS: 3210 Sprague River Road, Chiloquin, OR 97624

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 \$1,465.66, from November 1, 2008, and monthly payments in the sum of \$1,485.89, from November 1, 2009, 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:

\$203,126.45, together with interest thereon at the rate of 6.45% per annum from October 1, 2008, 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 appeared on April 15, 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, and continued the trustee's sale to June 15, 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; undersigned trustee appeared on June 15, 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, and continued the trustee's sale to August 3, 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, at which time the

undersigned trustee will 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 March 16, 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.

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: 6/14/10

By: 
KELLY D. SUTHERLAND
Successor Trustee

State of Washington, County of Clark, ss:

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

SHAPIRO & SUTHERLAND, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
Telephone: (360) 260-2253
Toll-free: 1-800-970-5647

Exhibit A

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 35; THENCE NORTH 88 DEGREES 56 MINUTES 56 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 35, 700.37 FEET TO A POINT THAT IS LOCATED 700 FEET EAST, MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECONDS WEST PARALLEL TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 508.41 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHILOQUIN-SPRAGUE RIVER HIGHWAY, AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECONDS WEST PARALLEL TO THE WEST LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 373.57 FEET TO A 5/8 INCH IRON PIN ON THE NORTH BANK OF THE SPRAGUE RIVER; THENCE CONTINUING SOUTH 00 DEGREES 47 MINUTES 57 SECONDS WEST PARALLEL TO THE WEST LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 91.00 FEET, MORE OR LESS, TO THE THREAD OF THE SPRAGUE RIVER; THENCE NORTH 72 DEGREES 49 MINUTES 58 SECONDS EAST ALONG THE THREAD OF THE SPRAGUE RIVER 231.28 FEET TO A POINT LOCATED 920 FEET EAST, MEASURED AT RIGHT ANGLES, FROM THE WEST LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE NORTH 00 DEGREES 47 MINUTES 57 SECONDS EAST PARALLEL TO THE WEST LINE OF THE SAID NORTHEAST 1/4 OF THE NORTHEAST 1/4 83.00 FEET TO A 5/8 INCH IRON PIN ON THE NORTH BANK OF THE SPRAGUE RIVER; THENCE CONTINUING NORTH 00 DEGREES 47 MINUTES 57 SECONDS EAST PARALLEL TO THE SAID WEST LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 380.86 FEET, MORE OR LESS, TO THE SOUTHERLY RIGHT OF WAY LINE OF THE CHILOQUIN-SPRAGUE RIVER HIGHWAY; THENCE SOUTH 72 DEGREES 59 MINUTES 59 SECONDS WEST ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SAID CHILOQUIN-SPRAGUE RIVER HIGHWAY 231.06 FEET TO THE SAID TRUE POINT OF BEGINNING. BEARING BASED ON AND REFER TO RECORD SURVEY 4939.

SITUATED IN THE COUNTY OF KLAMATH AND STATE OF OREGON.

09101634 / KINCAID
ASAP# 3376825

SHAPOR

AFFIDAVIT OF SERVICE

STATE OF OREGON
County of Klamath

ss.

I, Jefferson State Adjusters, 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":

3210 Sprague River Road
Chiloquin, OR 97624

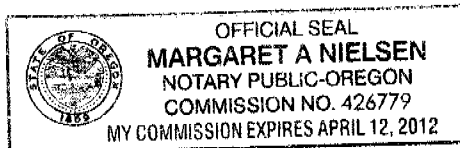
By delivering such copy, personally and in person to Kames Kincaid, at the above Property Address on December 17, 2009 at 10:20 AM.

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

SUBSCRIBED AND SWORN BEFORE ME
this 21st day of December, 20 09
by Jefferson State Adjusters.

Margaret A. Nielsen
Notary Public for Oregon

X Jake Doalin
Jefferson State Adjusters
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636
3376825



215785

KK

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by James W. Kincaid and Wendy L. Kincaid, husband and wife, as grantor to First American Title, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for InstaMortgage.com, as Beneficiary, dated September 20, 2006, recorded October 2, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-019773, beneficial interest having been assigned to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, as covering the following described real property:

See complete Legal description attached hereto as Exhibit "A"

COMMONLY KNOWN AS: 3210 Sprague River Road, Chiloquin, OR 97624

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 \$1,465.66, from November 1, 2008, and monthly payments in the sum of \$1,485.89, from November 1, 2009, 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:

\$203,126.45, together with interest thereon at the rate of 6.45% per annum from October 1, 2008, 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 April 15, 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

KK
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 March 16, 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.

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: 12-11-09

By: 
KELLY D. SUTHERLAND
Successor Trustee

State of Washington, County of Clark, ss:

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

SHAPIRO & SUTHERLAND, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
Telephone: (360) 260-2253
Toll-free: 1-800-970-5647

KK

Exhibit A

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a Brass Cap monument marking the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 35; thence North $88^{\circ} 56' 56''$ East along the North line of said Section 35, 700.37 feet to a point that is located 700 feet East, measured at right angles, from the West line of the said NE 1/4 of the NE 1/4; thence South $00^{\circ} 47' 57''$ West parallel to the West line of said NE 1/4 of the NE 1/4 508.41 feet, more or less, to the Southerly right of way line of the Chiloquin-Sprague River Highway, and the true point of beginning for this description; thence South $00^{\circ} 47' 57''$ West parallel to the West line of the said NE 1/4 of the NE 1/4 373.57 feet to a 5/8 inch iron pin on the North bank of the Sprague River; thence continuing South $00^{\circ} 47' 57''$ West parallel to the West line of the said NE 1/4 of the NE 1/4 91.00 feet, more or less, to the thread of the Sprague River; thence North $72^{\circ} 49' 58''$ East along the thread of the Sprague River 231.28 feet to a point located 920 feet East, measured at right angles, from the West line of the said NE 1/4 of the NE 1/4; thence North $00^{\circ} 47' 57''$ East parallel to the West line of the said NE 1/4 of the NE 1/4 83.00 feet to a 5/8 inch iron pin on the North bank of the Sprague River; thence continuing North $00^{\circ} 47' 57''$ East parallel to the said West line of the NE 1/4 of the NE 1/4 380.86 feet, more or less, to the Southerly right of way line of the Chiloquin-Sprague River Highway; thence South $72^{\circ} 59' 59''$ West along the Southerly right of way line of said Chiloquin-Sprague River Highway 231.06 feet to the said true point of beginning. Bearings based on and refer to Record Survey 4939.

CODE: 118 MAP: 3407-035A0 TL: 01500 KEY: 204905

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 # 12459

Trustee's Notice of Sale

Kincaid

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:

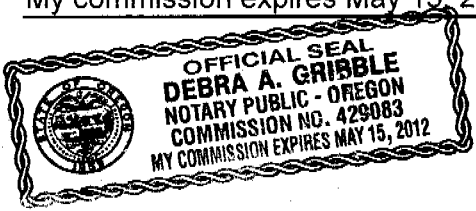
June 23, 30, July 7, 14, 2010

Total Cost: \$1,552.35

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: July 14, 2010

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE 09-101634

A default has occurred under the terms of a trust deed made by James W. Kincaid and Wendy L. Kincaid, husband and wife, as grantor to First American Title, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for InstaMortgage.com, as Beneficiary, dated September 20, 2006, recorded October 2, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-019773, beneficial interest having been assigned to Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation, as covering the following described real property: A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Commencing at a Brass Cap monument marking the Northwest corner of the NE 1/4 of the NE 1/4 of said Section 35; thence North 88° 56' 56" East along the North line of said Section 35, 700.37 feet to a point that is located 700 feet East, measured at right angles, from the West line of the said NE 1/4 of the NE 1/4; thence South 00° 47' 57" West parallel to the West line of said NE 1/4 of the NE 1/4 508.41 feet, more or less, to the Southerly right of way line of the Chiloquin-Sprague River Highway, and the true point of beginning for this description; thence South 00° 47' 57" West parallel to the West line of the said NE 1/4 of the NE 1/4 373.57 feet to a 5/8 inch iron pin on the North bank of the Sprague River; thence continuing South 00° 47' 57" West parallel to the West line of the said NE 1/4 of the NE 1/4 91.00 feet, more or less, to the thread of the Sprague River; thence North 72° 49' 58" East along the thread of the Sprague River 231.28 feet to a point located 920 feet East, measured at right angles, from the West line of the said NE 1/4 of the NE 1/4; thence North 00° 47' 57" East parallel to the West line of the said NE 1/4 of the NE 1/4 83.00 feet to a 5/8 inch iron pin on the North bank of the Sprague River; thence continuing North 00° 47' 57" East parallel to the said West line of the NE 1/4 of the NE 1/4 380.86 feet, more or less, to the Southerly right of way line of the Chiloquin-

Sprague River Highway; thence South 72° 59' 59" West along the Southerly right of way line of said Chiloquin-Sprague River Highway 231.06 feet to the said true point of beginning. Bearings based on and refer to Record Survey 4939. CODE: 118 MAP: 3407-035A0 TL: 01500 KEY: 204905 COMMONLY KNOWN AS: 3210 Sprague River Road, Chiloquin, OR 97624.

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 \$1,465.66, from November 1, 2008, and monthly payments in the sum of \$1,485.89, from November 1, 2009, 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: \$203,126.45, together with interest thereon at the rate of 6.45% per annum from October 1, 2008, 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 appeared on April 15, 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, and continued the trustee's sale to June 15, 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; undersigned trustee appeared on June 15, 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; and continued the trustee's sale to August 3, 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, at which time the undersigned trustee will 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. 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: June 14, 2010
KELLY D. SUTHERLAND Successor Trustee SHAPIRO & SUTHERLAND, LLC 5501 N.E. 109th Court, Suite N Vancouver, WA 98662 Telephone: (360) 260-2253
www.shapiroattorneys.com/wa S&S 09-101634 ASAP# 3612942 06/23/2010, 06/30/2010, 07/07/2010, 07/14/2010.
#12459 June 23, 30, July 7, 14, 2010.

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
Telephone:(360) 260-2253
09-101634

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 Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation,, the current beneficiary, in which James W. Kincaid and Wendy L. Kincaid, husband and wife,, as grantor, conveyed to First American Title, as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated September 20, 2006, and recorded October 2, 2006, in the mortgage records of said county, as Instrument No. 2006-019773; thereafter a Notice of Default with respect to said trust deed was recorded December 11, 2009, as Instrument No. 2009-15654, 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 August 3, 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.

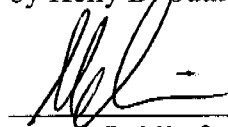
In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary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



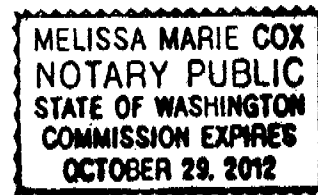
Kelly D. Sutherland
Successor Trustee

STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

SUBSCRIBED AND SWORN to before me this 22nd day of July, 2010,
by Kelly D. Sutherland, Successor Trustee.



Notary Public for Washington
My commission expires 10/29/12



Department of Defense Manpower Data Center

Dec-10-2009 09:07:34



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
KINCAID	JAMES	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

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:ESG8CTFAPB

Department of Defense Manpower Data Center

Dec-10-2009 09:08:16



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
KINCAID	WENDY	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, 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.

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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.

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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:DEFQQ95QOV

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
09-101634

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 James W. Kincaid and Wendy L. Kincaid, husband and wife, as grantor to First American Title as trustee, in which Mortgage Electronic Registration Systems, Inc., as nominee for InstaMortgage.com, is beneficiary, recorded on October 2, 2006, in the mortgage records of Klamath County, Oregon as Instrument No. 2006-019773, covering the following described real property situated in said county:

See complete Legal description attached hereto as Exhibit "A"

Commonly known as: 3210 Sprague River Road, Chiloquin, OR 97624

I hereby certify that on December 14, 2009, 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:

James W. Kincaid
3210 Sprague River Road
Chiloquin, OR 97624


Wendy L. Kincaid
5689 Sprague River Road
Chiloquin, OR 97624

Occupant(s)
3210 Sprague River Road
Chiloquin, OR 97624

Wendy L. Kincaid
3210 Sprague River Road
Chiloquin, OR 97624

Wendy L. Kincaid
P.O. Box 307
Chiloquin, OR 97624

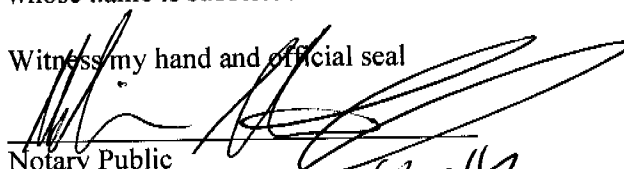
The word "trustee" as used in this affidavit means any successor-trustee to the trustee named in the trust deed first mentioned above.


Kelly D. Sutherland

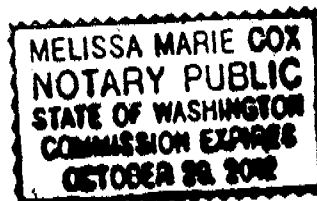
State of Washington)
)
County of Clark)

On this 22nd 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 10/22/12



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 3210 Sprague River Road, Chiloquin, OR 97624

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, December 14, 2009 is \$22,474.97.

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 #: 09-101634

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

April 15, 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 PHH Mortgage Corporation at 800-936-0721 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. 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 800-936-0721. 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 JANUARY 16, 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: December 14, 2009

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature:

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

LOAN MODIFICATION REQUEST FORM

James W. Kincaid
3210 Sprague River Road
Chiloquin, OR 97624

Wendy L. Kincaid
3210 Sprague River Road
Chiloquin, OR 97624

RE: Loan#: 0039462924
Property Address: 3210 Sprague River Road Chiloquin, OR 97624

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.

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 Hardship letter (attached) outlining your situation in detail noting all measures taken to date to resolve your problems
- Completed financial disclosure statement (attached) for all mortgagors of record.

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 January 16, 2010. If you have any questions, please contact mortgage servicer at (800) 936-0721.

Act Now!

To see if you qualify for this program, send the items listed below to Mortgage Servicer no later than January 16, 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:

Complete income tax returns for the 2 previous years for all mortgagors listed on loan.

Last two months bank statements, including all checking, savings, money market, etc.

Copies of the most recent pay stubs (2 months) for all mortgagors on the loan.

If applicable - the mortgage servicer will order an appraisal or independent broker price opinion on the subject property.

If applicable - A copy of the listing agreement for the subject property.

If applicable - A copy of the fully executed contract of sale for the subject property. Also, a copy of the estimated sales proceeds listing a breakdown of all closing costs. A clause must be included in the contract of sale making it contingent upon the approval of the mortgage loan investor and the insurer or guarantor of your loan.

If applicable A copy of the buyers prequalification letter

If you have other types of Income, cannot locate required documents, or have questions about the documentation required, please contact us mortgage servicer at (800) 936-0721.

You must send in all required documentation by no later than January 16, 2010.

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

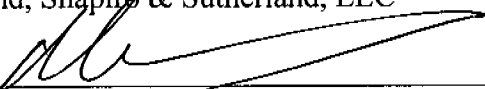
NEXT STEPS: HERE'S WHAT WILL HAPPEN:

Once the mortgage servicer receives all of your documentation and verify your information, mortgage servicer will determine whether you qualify for a payment assistance program. The mortgage servicer will contact you if you do or do not qualify for a program. IF you do not qualify, the mortgage servicer will discuss other alternative with you that may help you keep you home or ease your transition to another home.

DATED: December 14, 2009

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature:



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

PHH Mortgage Services



Mortgage Loan #: _____ Property Address: _____

I, _____ am requesting that Cendant Mortgage Services
(aka: PHH Mortgage Services) review my financial situation to see if I qualify for a
Workout Option to avoid Foreclosure.

I am having difficulty making my monthly payments because of financial difficulties
created by: (Please check the one that CLOSEST matches your situation or use the
or use the "other field to briefly describe your situation)

- | | | |
|--|---|--|
| <input type="checkbox"/> Unemployment | <input type="checkbox"/> Reduced Income | <input type="checkbox"/> Divorce |
| <input type="checkbox"/> Separation | <input type="checkbox"/> Excessive Debts | <input type="checkbox"/> Medical Bills |
| <input type="checkbox"/> Death of Spouse | <input type="checkbox"/> Payment Increase | <input type="checkbox"/> Illness |
| <input type="checkbox"/> Job Relocation | <input type="checkbox"/> Business Failure | <input type="checkbox"/> Incarceration |
| <input type="checkbox"/> Military Service | <input type="checkbox"/> Damage to Property | |
| <input type="checkbox"/> Other (please specify): _____ | | |

Explain Hardship: _____

I believe that my situation/hardship is:	<input type="checkbox"/> Temporary	<input type="checkbox"/> Permanent
I would like to participate in a Workout Solution:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I would like to keep my property:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Are there any additional liens on this property to the best of your knowledge. If so,
please fill out the name, company or firm that is holding that lien.

Lien Holder's Name

Amount of Lien

Borrower's Signature

Co-Borrower's Signature

BORROWER'S FINANCIAL STATEMENT

Loan #:			
Borrower Name:		Social Security #:	
Mailing Address:			
Employer:		Position:	
Employer Address:		Employer Phone:	
Daytime Phone:		Evening Phone:	
Email Address:			
Number of Dependents at this address:			
Co-Borrower Name:		Social Security #:	
Mailing Address:			
Employer:		Position:	
Employer Address:		Employer Phone:	
Daytime Phone:		Evening Phone:	
Email Address:			
ASSETS/LIABILITIES		MONTHLY INCOME DATA	
DESCRIPTION	Estimated Value	Amount Owed	Net Value
Primary Residence			
Other Real Estate			
Automobile:			
Automobile:			
Checking Account:			
Savings Account:			
IRA/Keough Accts:			
401 (k) Acct:			
Stocks/Bonds/CD's:			
Boats:			
Collections/Art/Etc:			
Personal Items:			
		NET INCOME:	
ACKNOWLEDGEMENT and AUTHORIZATION			
ACKNOWLEDGEMENT			
I obtained a Mortgage loan secured by the above referenced mortgaged property. I have described my current financial condition with this Financial Statement form and I certify that all information presented herein, as well as all attachments is true, accurate, and correct to the best of my knowledge. I understand that submission of this information in no way obligates my Lender, Mortgage Servicer, Investor or Insuror to provide assistance to me.			
AUTHORIZATION			
By signing this Financial Statement, I hereby authorize my lender, Mortgage Servicer, Insurer and their respective agents to order a credit report and verify any and all employment and account information.			
Borrower Signature		Co-Borrower Signature	
Date		Date	

MONTHLY EXPENDITURES

DESCRIPTION	MONTHLY DUE	BALANCE DUE	DELINQUENT Y / N ?
<i>Household Expenses:</i>			
Mortgage Payment			
Other Morgages			
Alimony / Child Support			
Child Care			
Electric / Gas / Heat			
Water / Sewage			
Telephone / Internet			
Food for Household			
School / Work Lunches			
Clothing / Dry Cleaning			
Cable TV / Satellite			
Total Household Expenses	\$ -		
<i>Credit Card Expenses:</i>			
VISA			
MASTER CARD			
DEPT STORE CREDIT			
Other Credit Cards			
Total Credit Card Expenses	\$ -		
<i>Auto Expenses:</i>			
Auto Loan #1			
Auto Loan #2			
Auto Insurance			
Gasoline			
Auto Repairs			
Parking			
Total Auto Expenses	\$ -		
<i>Personal Loans:</i>			
Personal Loan #1			
Personal Loan #2			
Total Personal Loans	\$ -		
<i>Ins./Medical Expenses:</i>			
Health Insurance			
Life Insurance			
Doctors / Dentists			
Prescriptions			
Medical bills			
Total Ins/Medical Expenses	\$ -		
<i>Miscellaneous Expenses:</i>			
Charity / Donations			
Union Dues / Club Dues			
Entertainment			
Sports / Hobbies			
Vacations			
MISC. Expense #1			
MISC. Expense #2			
MISC. Expense #3			
Total Misc Expenses	\$ -		

TOTAL EXPENSES

\$

***Please note: DO NOT list bills in the MONTHLY DUE column if they are a "one-time" debt.
Please NOTATE if any of the above bills are deducted from your paycheck.
Please NOTATE any loans which will be paid in full within the next 6 months.

AFTER RECORDING RETURN TO:

Shapiro & Sutherland, LLC
5501 N.E. 109th Court, Suite N
Vancouver, WA 98662
09-101634

Affidavit of Compliance with Oregon SB 628 (2009)

County Clerk Recording Info: Instrument No. 2006-019773

Grantor (name): James W. Kincaid and Wendy L. Kincaid, husband and wife,

Trustee (name): First American Title

Original Beneficiary (name): Mortgage Electronic Registration Systems, Inc., as nominee for InstaMortgage.com,

Assignee(s), if any (name(s)): Mortgage Electronic Registration Systems, Inc., as nominee for PHH Mortgage Corporation,

Original Loan Amount: \$209,254.00

Borrower name(s): Kincaid, James W. & Wendy L.

Property Address: 3210 Sprague River Road, Chiloquin, OR 97624

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: 7/1/10

By: 

Typed Name: Myca S. Farmer

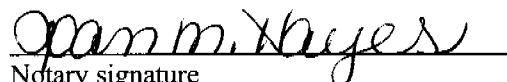
Title: AVP

State of Florida)

County of Duval) ss.

This instrument was acknowledged before me on 7/1/10 by Myca S. Farmer as AVP of PHH Mortgage Corporation




Notary signature
My commission expires _____