

2010-009098

Klamath County, Oregon



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08/02/2010 11:44:01 AM

Fee: \$152.00

After Recording, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Tonja Smith

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

1st 1538057

Cover Sheet for Recording of Affidavits

1. Affidavit of Mailing Trustee's Notice of Sale
(with original Trustee's Notice of Sale);
2. Affidavit of Non-Military Service;
3. Affidavit of Service Upon Occupant(s);
4. Affidavit of Mailing Notice of Intent to Remove Occupants
(with copy of Notice of Intent to Remove);
5. Affidavit of Publication; and
6. Affidavit of Compliance with Oregon SB 628 (2009).

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SUBSCRIBED AND SWORN to before me this 29th day of March, 2010.

Monika S. Goyette
Name Monika S. Goyette
NOTARY PUBLIC in and for the State of
Washington residing at Seattle.
My appointment expires 11-28-13.

Loan No. 310764
Trustee No. 40014.932/ses
Successor Trustee: Julie B. Hamilton

TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705, *et seq.* and O.R.S. 79.5010, *et seq.*

Reference is made to that certain trust deed made, executed, and delivered by Rudy J.W. Smidt and Elaine Smidt, as husband and wife, as Grantor, to First American Title Company, a Washington Corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated November 29, 2005, and recorded on December 2, 2005, in the Mortgage records of Klamath County, Oregon, under File No. MO5-70353. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon by assignment of deed of trust recorded on February 9, 2006, in the Mortgage records of Klamath County, Oregon under File No. 2006-2592. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

Lot 4 – TRACT 1383 – SIERRA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon;

The street address or other common designation, if any, of the real property described above is purported to be:

2817 Sierra Heights Drive Klamath Falls, Oregon 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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 foreclosure is made is grantor's failure to pay when due the following sums:

3 Monthly payments of \$1,264.07 due from October 1, 2009 through December 1, 2009:	\$3,792.21
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3 Late Charges of \$53.22, due on each payment not paid within 15 days of its due date, for monthly payments due on October 1, 2009, through December 1, 2009:	\$159.66
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3 Monthly payments of \$1,288.57 due from January 1, 2010, through March 1, 2010:	\$3,865.71
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3 Late Charges of \$53.22, due on each payment not paid within 15 days of its due date, for monthly payments due on January 1, 2010 through March 1, 2010: \$159.66

Advances by Lender:

Additional Late Charge Balance: \$52.72

Property Inspection Fees: \$24.00

Sub-Total of Monthly Payments,
Late Charges, and Advances in arrears: **\$8,053.96**

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following:

UNPAID PRINCIPAL BALANCE OF \$187,471.00, AS OF SEPTEMBER 1, 2009, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 4.9500% PER ANNUM, PLUS ANY LATE CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.

WHEREFORE, notice hereby is given that the undersigned trustee will, on **August 6, 2010**, at the hour of **10:00 a.m.**, in accord with the standard of time established by ORS 187.110, **on the front steps of the Klamath Falls County Circuit Court, 316 Main St, 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 had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure

proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying 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 and attorney's fees. Notice is also given that any person named in ORS 86.753 has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

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 JULY 7, 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.

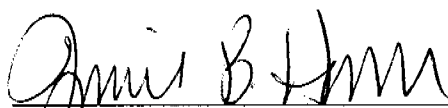
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATED this 29th day of March, 2010.

SUCCESSOR TRUSTEE:



JULIE B. HAMILTON, Oregon Bar #092650

c/o Hillis Clark Martin & Peterson, P.S.
1221 Second Avenue, Suite 500
Seattle, Washington 98101-2925
Telephone: (206) 623-1745

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:
2817 Sierra Heights Drive, Klamath Falls, Oregon 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."

The amount you would have had to pay as of March 26, 2010 to bring your mortgage loan current was \$8,053.96, plus attorneys' fees and costs. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 1-800-237-3194, and ask for the Loss Mitigation Department 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: HomeStreet Bank, Attn: Loss Mitigation, 601 Union Street, Suite 2000, Seattle, WA 98101.

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

Date and time: Friday, August 6, 2010, at 10:00 a.m.

Place: On the front steps of the Klamath County Courthouse, 316 Main Street, City of Klamath Falls, State of Oregon.

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 Jan Hansen at HomeStreet Bank at 1-800-237-3194 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 telephone

contact number at 800-SAFENET (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 (800) 452-7636 or you may visit its website at: <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 1-800-237-3194. 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: 800-SAFENET (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 28, 2010, WHICH IS 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: March 29, 2010

Trustee Name: Julie B. Hamilton, OSB# 092650

Trustee Signature: 

Trustee Telephone Number: (206) 623-1745

Loan No. 310764
Trustee No. 40014.932/ses

LOAN MODIFICATION REQUEST FORM

This Loan Modification Request Form is being provided to you in connection with a notice of sale, pursuant to Oregon Senate Bill 628.

To request a modification of your loan, please complete the Borrower Information section below and **return this Form to your lender no later than April 28, 2010** at the following address:

HomeStreet Bank
Attn: Jan Hansen
601 Union Street, Suite 2000
Seattle, WA 98101

BORROWER INFORMATION:

Name

Address

City, State, Zip

Phone

Email

Within 45 days after receiving this Form, your lender or your lender's agent will contact you at the address, phone number or email address you provided above to: (a) approve or deny your loan modification request or (b) request additional information to determine whether to modify your loan. Your lender is not obligated to modify your loan and may deny your request for modification. Nothing in this Form constitutes an agreement between you and your lender to modify your loan. The loan documents evidencing and securing your loan embody the final entire agreement between you and your lender, and may only be modified by a written agreement signed by you and your lender.

**FAILURE TO RETURN THIS FORM TO YOUR LENDER BY THE DEADLINE
STATED ABOVE MAY RESULT IN A DENIAL OF YOUR REQUEST.**

After Recording Return To:

Hillis Clark Martin & Peterson, P.S.

Attention: Tonja Smith
1221 Second Avenue, Suite 500,
Seattle, WA 98101-2925

AFFIDAVIT OF NON-MILITARY SERVICE

I Jan Hansen, the undersigned Affiant, being first duly sworn, state:

That I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, and over the age of eighteen (18) years and competent to make this affidavit, and that on today's date, which is at least 120 days prior to the date of the trustee's sale set in the attached Trustee's Notice Of Sale, that to the best of my knowledge,

Rudy J.W. Smidt and Elaine Smidt
(Grantor) (Grantor)

Are not and neither is, in the Military Service of the United States, or dependants of someone in the military service of the United States, within the meaning of the Servicemembers Civil Relief Act, as amended; that neither person is a member of the United States Marine Corps, Women's Reserve, or Women's Army Auxiliary Corps or Women's Army Corps (WACS), or Women's Coast Guard Reserve (SPARS), or being educated under the supervision of the United States preliminary to induction into the Military Service or under orders to report for induction under the Selective Training and Service Act of 1940, as amended, or as a member of the Enlisted Reserve Corps under orders to report for military service of an American Citizen serving with the forces of any nation allied with the United States in the prosecution of a war, or in the Federal Service or active duty as a member of the Army of the United States, or the United States Navy of the Marine Corps, or the Coast Guard, or as an officer of the Public Health Service within the purview of the Servicemembers Civil Relief Act of 1940, as amended.

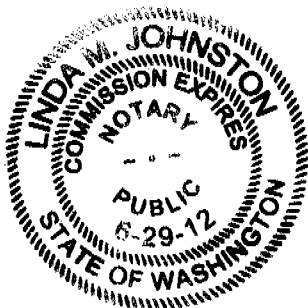
That this affidavit is made for the purpose of inducing Julie B. Hamilton, of Hillis Clark Martin & Peterson, P.S., in Seattle, Washington, as Successor Trustee, without leave of court first obtained, to cause certain property to be sold under the terms of a deed of trust pursuant to the power of sale contained therein.

DATED: July 27, 2010

By: Jan Hansen
Representative for Beneficiary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

SUBSCRIBED AND SWORN to before me this 27th day of July, 2010.



Linda M. Johnston
Name Linda M. Johnston
NOTARY PUBLIC in and for the State of
Washington residing in King County
My appointment expires June 29, 2012

AFFIDAVIT OF SERVICE

Trustee's Notice of Sale Upon Occupant; Notice of Default and Election to Sale and Notice to Tenants

Case Number: _____

Beneficiary:
EAGLE HOME MORTGAGE, INC.

vs.

Grantor:
RUDY J.W. SMIDT and ELAINE SMIDT

Received by MALSTROM'S PROCESS SERVING CO. to be served on **ALL ADULT OCCUPANTS RESIDING AT: 2817 SIERRA HEIGHTS DRIVE, KLAMATH FALLS, OR 97603.**

I, David Snowdy, being duly sworn, depose and say that on the **3rd day of April, 2010 at 4:00 pm, I:**

made service of the attached **Trustee's Notice of Sale Upon Occupant; Notice of Default and Election to Sale and Notice to Tenants** upon the individuals and/or entities named below by delivering a copy of the aforementioned documents upon an OCCUPANT at the following address:

2817 SIERRA HEIGHTS DRIVE, KLAMATH FALLS, OR 97603 ("Property Address") as follows:

I attempted personal service at the Property Address on **4/3/2010 at 4:00 pm** and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously on the front door pursuant to ORS 86.750 (1) (b)

On **4/5/2010 at 5:55 pm**, I returned to the Property Address and, again, received no answer from any occupant(s) at this address. At that time, I POSTED another true copy conspicuously on the front door pursuant to ORS 86.750 (a) (b) (B)

On **4/7/2010 at 6:30 pm** I returned to the Property Address for the third time and Again received no answer from any occupant(s). At that time I POSTED another true copy conspicuously on the front door pursuant to ORS 86.750 (a) (b) (B)

On **4/8/2010** I mailed a copy of the Trustee's Notice of Sale and Notice by First Class Mail, postage pre-paid, addressed to "Occupant(s)" at **2817 SIERRA HEIGHTS DRIVE, KLAMATH FALLS, OR 97603**, pursuant to ORS 86.750 (1) (a) (C).

I am a competent person over 18 years of age and a resident of the State of Oregon; I am not a party to nor an officer, director or employee of, nor attorney for any party. The entity served by me is the same entity named in the action.

Subscribed and Sworn to before me on the 8th day of April, 2010 by the affiant who is personally known to me.

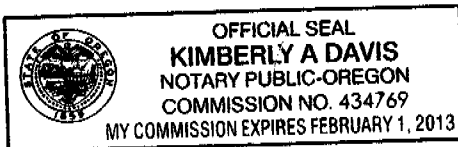
Kimberly A Davis
NOTARY PUBLIC-OREGON

David Snowdy

David Snowdy
Process Server

MALSTROM'S PROCESS SERVING CO.
P.O. Box 2031
Salem, OR 97308-2031
(503) 585-0234

Our Job Serial Number: 2010001727
Ref: 40014.932/SMIDT



After Recording Return To:

Hillis Clark Martin & Peterson, P.S.

Attention: Tonja Smith
1221 Second Avenue, Suite #500
Seattle, WA 98101-2925

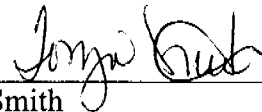
**AFFIDAVIT OF MAILING NOTICE OF INTENT TO REMOVE OCCUPANTS
PURSUANT TO TRUSTEE'S SALE**

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I, Tonja Smith, being first duly sworn, state that I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, and over the age of eighteen (18) years, and not the beneficiary or his successor in interest named in the attached Trustee's Notice Of Sale.

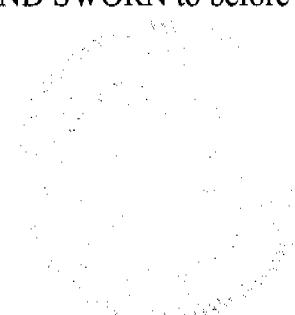
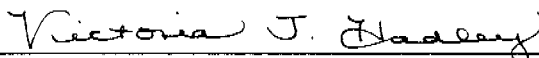
That at the direction and under the supervision of the Successor Trustee, I mailed a true copy of the Trustee's Notice of Sale by First Class Mail, Regular and Certified, Return-Receipt Requested, postage pre-paid, together with an original Notice of Intent to Remove, to the Occupants, at: 2817 Sierra Heights Drive, Klamath Falls, OR 97603.

Each of the Trustee's Notices of Sale so mailed was a true copy of the original, accompanied by the original Notice of Intent to Remove, each set of copies was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in a United States post office or postal deposit box at Seattle, Washington, on July 7, 2010. Each of the notices was mailed after the original Notice of Default and Election to Sell was recorded and at least 20 days before the day fixed in the Trustee's Notice of Sale by the trustee for the trustee's sale.



Tonja Smith

SUBSCRIBED AND SWORN to before me this 7th day of July, 2010.

Name VICTORIA J. HADLEY
NOTARY PUBLIC in and for the State of
Washington residing at Auburn.
My appointment expires 1-9-11.

ND: 40014.932 4824-4423-1430v1

HCMP

HILLIS
CLARK
MARTIN &
PETERSON
law offices

July 7, 2010

***Via Regular and Certified Mail;
Return-Receipt Requested***

Occupant(s)
2817 Sierra Heights Drive
Klamath Falls, OR 97603

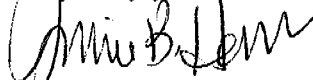
Re: *Trust Deed Foreclosure*
Beneficiary: Oregon Housing and Community Services Department
Grantor: Rudy J.W. Smidt and Elaine Smidt
Property Address: 2817 Sierra Heights Drive, Klamath Falls, OR 97603
Notice of Intent to Remove

Dear Occupant(s):

The house in which you are presently residing is being foreclosed non-judicially pursuant to the ORS 86.705 *et seq.* Accordingly, we are required by statute to provide you notice of the beneficiary's intent to remove persons holding possession of the premises under an interest created voluntarily by the grantor or their successor. Enclosed is a trustee's notice of sale which indicates a sale date of August 6, 2010, at 10:00 a.m., on the front steps of the Klamath Falls County Circuit Court, 316 Main St., City of Klamath Falls, County of Klamath, State of Oregon. Provided that (i) you are the grantor or its successor (i.e., the current owner), (ii) the loan obligation is not reinstated before this sale date, (iii) the trustee's sale occurs, and (iv) Oregon Housing and Community Services Department is the successful purchaser at the sale, then you will be asked to vacate the property by the tenth day following the sale.

If you are a tenant, you may have certain rights afforded to you that may grant you additional time. Pursuant to *The Protecting Tenants at Foreclosure Act of 2009*, PUB. L. No. 111-22 § 702-703 (2009). You may wish to contact a lawyer or your local legal aid or housing counseling agency to discuss any rights that you may have.

Very truly yours,



Julie B. Hamilton
Successor Trustee

JBH:tmy
Enclosure

cc: HomeStreet Bank
ND: 40014.932 4841-2175-6422v1

1221 Second Avenue
Suite 500
Seattle, Washington
98101-2925

 **MERITAS**
LAW FIRMS WORLDWIDE

phone 206.623.1745
fax 206.623.7789
www.hcmp.com

A PROFESSIONAL SERVICE CORPORATION

After Recording, Return to:

HILLIS CLARK MARTIN & PETERSON, P.S.

Attn: Tonja Smith

1221 Second Avenue, Suite 500

Seattle, WA 98101-2925

Loan No. 310764

Trustee No. 40014.932/tds

Affidavit of Compliance with Oregon SB 628 (2009)

Original Loan Amount: \$199,401.00

Borrower Name(s): Rudy J.W. Smidt and Elaine Smidt

Property Address: 2817 Sierra Heights Drive, 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.** No request for a meeting or loan modification was received from Borrower.
- ☐ **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 requested

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 requested 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.

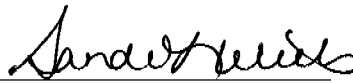
[] **Loan Modification Requested. After Evaluation, Request Denied, But Other Loss Mitigation Opportunities Offered.** Borrower requested a loan modification within 30 days of the date the Trustee signed the notice required by Law and sent the Loan Modification Request Form to Beneficiary or its agent. 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. However, other loss mitigation accommodations were offered to borrower.

[] **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 this 27th day of July, 2010.

HOMESTREET BANK

By: 
Name: Sandi L. Wills
Its Asst. Vice President

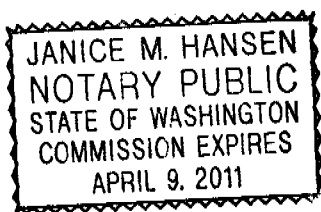
STATE OF WASHINGTON

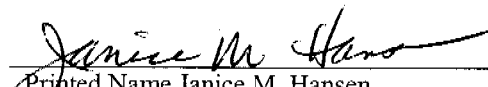
COUNTY OF KING

} ss.

On this day personally appeared before me Sandi L. Wills, to me known to be the Assistant Vice President of **HOMESTREET BANK**, a Washington state-chartered savings bank, the individual who executed the foregoing instrument, and acknowledged such instrument to be the free and voluntary act and deed of such corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute such instrument.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 27th day of July, 2010.




Printed Name Janice M. Hansen
NOTARY PUBLIC in and for the State of
Washington, residing in Snohomish County
My Commission Expires 4-9-2011

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 # 12461

Trustee's Notice of Sale

Smidt

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:

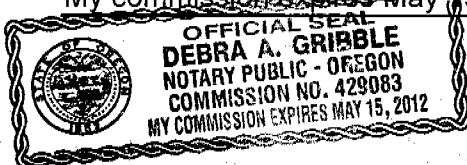
June 23, 30, July 7, 14, 2010

Total Cost: \$2,014.59

Jeanine P Day
Subscribed and sworn by Jeanine P Day
before me on: July 15, 2010

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



Smidt 4004.932

Loan No. 310764 Trustee No. 40014.932/ses
Successor Trustee: Julie B. Hamilton
TRUSTEE'S NOTICE OF SALE
Pursuant to O.R.S. 86.705, et seq.
and O.R.S. 79.5010, et seq.

Reference is made to that certain trust deed made, executed, and delivered by Rudy J.W. Smidt and Elaine Smidt, as husband and wife, as Grantor, to First American Title Company, a Washington Corporation, as Trustee, to secure certain obligations in favor of Eagle Home Mortgage, Inc., a Washington corporation, as Beneficiary, dated November 29, 2005, and recorded on December 2, 2005, in the Mortgage records of Klamath County, Oregon, under File No. MO5-70353. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Oregon Housing and Community Services Department, State of Oregon by assignment of deed of trust recorded on February 9, 2006, in the Mortgage records of Klamath County, Oregon under File No. 2006-2592. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit: Lot 4 TRACT 1383 SIERRA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; The street address or other common designation, if any, of the real property described above is purported to be: 2817 Sierra Heights Drive Klamath Falls, Oregon 97603. The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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 foreclosure is made is grantor's failure to pay when due the following sums: 3 Monthly payments of \$1,264.07 due from October 1, 2009 through December 1, 2009.

\$3,792.21. 3 Late Charges of \$53.22, due on each payment not paid within 15 days of its due date, for monthly payments due on October 1, 2009, through December 1, 2009: \$159.66. 3 Monthly payments of \$1,288.57 due from January 1, 2010, through March 1, 2010: \$3,865.71. 3 Late Charges of \$53.22, due on each payment not paid within 15 days of its due date, for monthly payments due on January 1, 2010 through March 1, 2010: \$159.66. Advances by Lender: Additional Late Charge Balance: \$52.72. Property Inspection Fees: \$24.00. Sub-Total of Monthly Payments, Late Charges, and Advances in arrears: **\$8,053.96**. ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following:

UNPAID PRINCIPAL BALANCE OF \$187,471.00, AS OF SEPTEMBER 1, 2009, PLUS, FROM THAT DATE UNTIL PAID, ACCRUED AND ACCRUING INTEREST AT THE RATE OF 4.9500% PER ANNUM, PLUS ANY LATE CHARGES, ESCROW ADVANCES, FORECLOSURE COSTS, TRUSTEE'S FEES, ATTORNEYS' FEES, SUMS REQUIRED FOR PROTECTION OF THE PROPERTY AND ADDITIONAL SUMS SECURED BY THE TRUST DEED.

WHEREFORE, notice hereby is given that the undersigned trustee will, on **August 6, 2010**, at the hour of **10:00 a.m.**, in accord with the standard of time established by **ORS 187.110**, on the front steps of the **Klamath Falls County Circuit Court, 316 Main St, 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 had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in **ORS 86.753** has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying 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 and attorney's fees. Notice is also given that any person named in **ORS 86.753** has the right to bring a court action to assert the non-existence of a default or any other defense to acceleration and sale.

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 JULY 7, 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.

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. **THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS LETTER THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING WITHIN 30 DAYS AFTER RECEIPT OF THIS LETTER THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** DATED this 29th day of March, 2010. SUCCESSOR TRUSTEE: JULIE B. HAMILTON, Oregon Bar #092650 c/o Hillis Clark Martin & Peterson, P.S. 1221 Second Avenue, Suite 500, Seattle, Washington 98101-2925 Telephone: (206) 623-1745. #12461 June 23, 30, July 7, 14, 2010.