

NTC 87660

2010-011251

Klamath County, Oregon



00090625201000112510190192

09/22/2010 11:34:24 AM

Fee: \$152.00

## RECORDING COVER SHEET

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

### After Recording, Return To:

Hershner Hunter LLP  
Attn: Lisa Summers  
P.O. Box 1475  
Eugene, OR 1475  
Eugene, OR 97440

### 1. Name(s) of the Transaction(s):

Affidavit of Mailing of Notice of Sale  
Proof of Service  
Second Affidavit of Mailing of Notice of Sale  
Affidavit of Publication  
Affidavit of Compliance  
Nonmilitary Affidavit

### 2. Direct Party (Grantor):

Brent A. Mathis

### 3. Indirect Party (Grantee):

### 4. True and Actual Consideration Paid:

### 5. Legal Description:

See attached

152Amt

**AFFIDAVIT OF MAILING OF NOTICE OF SALE  
AND DANGER NOTICE REQUIRED BY ORS 86.737**

STATE OF OREGON            )  
                                      ) ss.  
COUNTY OF LANE         )

I, NANCY K. CARY, being first duly sworn, depose and say:

1. I am the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.

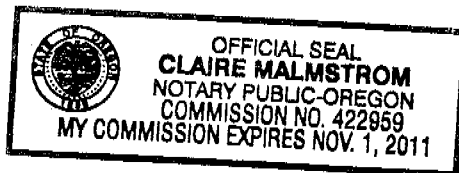
2. Pursuant to Section 20 of House Bill 3630, 2008 Oregon Laws Chapter 19, on June 2, 2010, I mailed the attached Notice to Grantors and Occupants of the real property by certified and first class mail at the following address(es):

Occupant  
8218 McLaughlin Lane  
Klamath Falls OR 97601

Brent Mathis  
8218 McLaughlin Lane  
Klamath Falls OR 97601

\_\_\_\_\_  
Nancy K. Cary

Signed and sworn to before me on June 22, 2010, by NANCY K. CARY.



Claire Malmstrom  
Notary Public for Oregon  
My Commission Expires: 11/1/2011

AFFIDAVIT OF MAILING

AFTER RECORDING RETURN TO:  
Hershner Hunter LLP  
Attn: Lisa Summers  
PO Box 1475  
Eugene, OR 97440

**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:

8218 McLaughlin Lane  
Klamath Falls, OR 97601

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 April 6, 2010 to bring your mortgage loan current was \$2,431.24. 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 1-800-625-5303 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: NANCY K. CARY, Successor Trustee, Hershner Hunter, LLP, P.O. Box 1475, Eugene, OR 97440.

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

Date and Time: October 21, 2010, 11:00 a.m.

Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, 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 request that your lender 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: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 1-800-625-5303. 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 counsel 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 THIS FORM BY JULY 2, 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 any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: June 2, 2010.

Trustee Name: NANCY K. CARY

/s/ Nancy K. Cary

(TS #30057.30376)

Telephone: (541) 686-0344

FAIR DEBT COLLECTION  
PRACTICES ACT NOTICE

We are attempting to collect a debt on behalf of the client named above (also referred to as the "creditor") and any information obtained will be used for that purpose. This debt is owed to the creditor in the amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.

The following Trustee's Notice of Sale is served on you (if mailed, by certified mail, return receipt requested and first class mail) pursuant to ORS Chapter 86, requiring notice of the foreclosure to be given to the grantor of the trust deed, to certain successors in interest of the grantor and junior lien holders, and to the occupants of the property.

TO:

#### TRUSTEE'S NOTICE OF SALE

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

1. PARTIES:

Grantor: BRENT A. MATHIS  
Trustee: ASPEN TITLE AND ESCROW, INC.  
Successor Trustee: NANCY K. CARY  
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" acting solely as nominee for UMPQUA BANK, its successors and/or assigns

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

Lot 16 in Block 36 of Tract No. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: May 26, 2004  
Vol. M04, Page 33824  
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A payment of \$35.00 for the month of January 2010, plus regular monthly payments of \$735.00 each, due the first of each month, for the months of February 2010 through May 2010; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$61,142.44; plus interest at the rate of 5.7500% per annum from December 1, 2009; plus late charges of \$78.72; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

7. TIME OF SALE.

Date: October 21, 2010  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time that is not later than five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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#### NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for October 21, 2010. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

#### FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

#### STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

**IMPORTANT:** For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement.

The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than September 21, 2010 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

#### ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, 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 do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

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You may reach 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: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #30057.30376).

DATED: June 2, 2010.

*/s/ Nancy K. Cary*

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Nancy K. Cary, Successor Trustee  
Hershner Hunter, LLP  
P.O. Box 1475  
Eugene, OR 97440

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**FAIR DEBT COLLECTION PRACTICES ACT NOTICE**

We are attempting to collect a debt on behalf of the beneficiary named above (also referred to as the "creditor") and any information obtained will be used for that purpose. This debt is owed to the creditor in the amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.



PROOF OF SERVICE

STATE OF OREGON )  
COUNTY OF Klamath ) ss.

I swear that I am competent person 18 years of age or older and a resident of the State of Oregon; that I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise, named in the attached Trustee's Notice of Sale; that I served a true copy of the attached Trustee's Notice of Sale on the following persons and that each person served is the identical one named in the trustee's instructions to me.

PERSONAL SERVICE

On 6/12/10, at 2:35 p.m., I delivered the attached original Trustee's Notice of Sale to Brent Mathis in person, at 8218 McLaughlin Lane Klamath Falls OR . 97601

On \_\_\_\_\_, at \_\_\_\_\_ m., I delivered the attached original Trustee's Notice of Sale to \_\_\_\_\_ in person, at \_\_\_\_\_.

On \_\_\_\_\_, at \_\_\_\_\_ m., I delivered the attached original Trustee's Notice of Sale to \_\_\_\_\_ in person, at \_\_\_\_\_.

SUBSTITUTE SERVICE

On \_\_\_\_\_, at \_\_\_\_\_ m., I served the attached Trustee's Notice of Sale on \_\_\_\_\_ by delivering a original copy to \_\_\_\_\_, a person over the age of 14 years residing in said party's dwelling house or usual place of abode at \_\_\_\_\_.

On \_\_\_\_\_, at \_\_\_\_\_ m., I served the attached Trustee's Notice of Sale on \_\_\_\_\_ by delivering a original copy t to \_\_\_\_\_, a person over the age of 14 years residing in said party's dwelling house or usual place of abode at \_\_\_\_\_.

OFFICE SERVICE

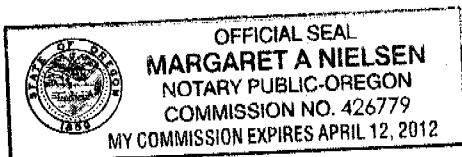
On \_\_\_\_\_, at \_\_\_\_\_ m., I left an original copy of the Trustee's Notice of Sale with \_\_\_\_\_, the person apparently in charge of the business office maintained by \_\_\_\_\_ at \_\_\_\_\_.

On \_\_\_\_\_, at \_\_\_\_\_ m., I left an original copy of the Trustee's Notice of Sale with \_\_\_\_\_, the person apparently in charge of the business office maintained by \_\_\_\_\_ at \_\_\_\_\_.

Signed and sworn to before me on June 14, 2010, by \_\_\_\_\_

ROBERT W. BOLENBAUGH

Margaret A. Nielsen  
Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



## SECOND AFFIDAVIT OF MAILING OF NOTICE OF SALE

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE        )

I, NANCY K. CARY, being first duly sworn, depose and say:

1. I am the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.

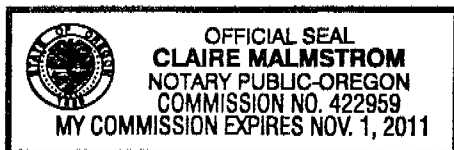
2. I served the attached Trustee's Notice of Sale upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on June 25, 2010:

Umpqua Bank  
1 SW Columbia Street, Suite 1400  
Portland OR 97258

3. The above copies were enclosed in sealed envelopes addressed to the parties named above at the addresses set forth below their names which, to the best of my knowledge, were their last known addresses as of the date of mailing. The copies were mailed by certified mail, return receipt requested, and by first class mail, with postage prepaid.

\_\_\_\_\_  
Nancy K. Cary, Trustee

Signed and sworn to before me on June 25, 2010, by NANCY K. CARY.



*Claire Malmstrom*  
\_\_\_\_\_

Notary Public for Oregon  
My Commission Expires: 11/1/2011

The following Trustee's Notice of Sale is served on you (if mailed, by certified mail, return receipt requested and first class mail) pursuant to ORS Chapter 86, requiring notice of the foreclosure to be given to the grantor of the trust deed, to certain successors in interest of the grantor and junior lien holders, and to the occupants of the property.

TO:

### TRUSTEE'S NOTICE OF SALE

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

1. PARTIES:

Grantor:	BRENT A. MATHIS
Trustee:	ASPEN TITLE AND ESCROW, INC.
Successor Trustee:	NANCY K. CARY
Beneficiary:	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" acting solely as nominee for UMPQUA BANK, its successors and/or assigns

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

Lot 16 in Block 36 of Tract No. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: May 26, 2004  
Vol. M04, Page 33824  
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A payment of \$35.00 for the month of January 2010, plus regular monthly payments of \$735.00 each, due the first of each month, for the months of February 2010 through May 2010; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$61,142.44; plus interest at the rate of 5.7500% per annum from December 1, 2009; plus late charges of \$78.72; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

7. TIME OF SALE.

Date: October 21, 2010  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time that is not later than five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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### NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for October 21, 2010. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

#### FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

#### STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

**IMPORTANT:** For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement.

The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than September 21, 2010 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

#### ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, 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 do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

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You may reach 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: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #30057.30376).

DATED: June 2, 2010.

*/s/ Nancy K. Cary*

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Nancy K. Cary, Successor Trustee  
Hershner Hunter, LLP  
P.O. Box 1475  
Eugene, OR 97440

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**FAIR DEBT COLLECTION PRACTICES ACT NOTICE**

We are attempting to collect a debt on behalf of the beneficiary named above (also referred to as the "creditor") and any information obtained will be used for that purpose. This debt is owed to the creditor in the amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.

# Affidavit of Publication

## STATE OF OREGON, COUNTY OF KLAMATH

I, Heidi Wright, Publisher,  
being first duly sworn, depose and say  
that I am 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 # 12616

Trustee's Notice of Sale

Umpqua/Mathis

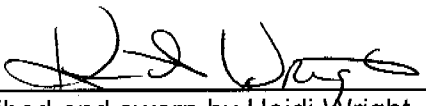
a printed copy of which is hereto annexed,  
was published in the entire issue of said  
newspaper for: ( 4 )

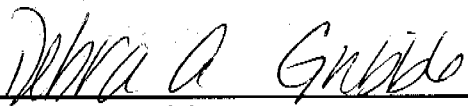
Four

Insertion(s) in the following issues:

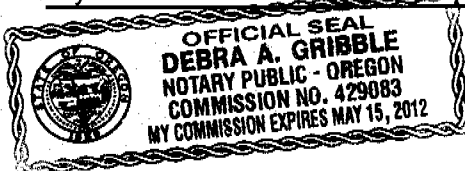
August 13, 20, 27, September 03, 2010

Total Cost: \$833.31

  
Subscribed and sworn by Heidi Wright  
before me on: September 3, 2010

  
Notary Public of Oregon

My commission expires May 15, 2012



### TRUSTEE'S NOTICE OF SALE

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

#### 1. PARTIES:

Grantor: BRENT A. MATHIS

Trustee: ASPEN TITLE AND ESCROW, INC.

Successor Trustee: NANCY K. CARY

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" acting solely as nominee for UMPQUA BANK, its successors and/or assigns

~~2. DESCRIPTION OF PROPERTY:~~ The real property is described as follows: Lot 16 in Block 36 of Tract No. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3. RECORDING. The Trust Deed was recorded as follows: Date Recorded: May 26, 2004, Vol. M04, Page 33824, Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A payment of \$35.00 for the month of January 2010, plus regular monthly payments of \$735.00 each, due the first of each month, for the months of February 2010 through May 2010; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$61,142.44; plus interest at the rate of 5.750% per annum from December 1, 2009; plus late charges of \$78.72; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

#### 7. TIME OF SALE.

Date: October 21, 2010,

Time: 11:00 a.m.,

Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time that is not later than five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753. You may reach 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: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>. Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344, (TS #30057.30376).

DATED: June 2, 2010.

/s/ Nancy K. Cary, Nancy K. Cary, Successor Trustee  
Hershner Hunter, LLP, P.O. Box 1475, Eugene, OR 97440.  
#12616 August 13, 20, 27, September 03, 2010.

**AFFIDAVIT OF COMPLIANCE WITH 2009 OREGON LAWS CH. 864 Sec. 3 (SB 628)**  
**(As modified by 2010 OREGON LAWS CH. 40, Sec. 1 (HB 3610))**

STATE OF Oregon )

ss.

COUNTY OF Washington )

The undersigned (name) Matthew Hay is the (title) Loss Mitigation Officer for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS" acting solely as nominee for UMPQUA BANK, its successors and/or assigns ("Beneficiary").

This affidavit relates to BRENT A. MATHIS ("Borrower"), and that certain trust deed in which Borrower was Grantor recorded in the records of Klamath County, Oregon, on May 26, 2004 as Vol. M04, Page 33824.

I have personal knowledge or knowledge based upon my review of records kept by Beneficiary, of acts, events, conditions, or opinions, which records were made at or near the time of the act, event, condition, or opinion, by or from information transmitted by a person with knowledge of the act, event, condition, or opinion, whose regular practice it was to create such records, and which records are kept in the course of the regularly conducted business of Beneficiary. Beneficiary has complied with 2009 OREGON LAWS CH. 864 Sec. 3(1) and 3(2) (SB 628) as follows:

A modification form was mailed to Borrower by the trustee with the notice required under Section 20, c. 19, 2008 Oregon Laws. The deadline to return the form was July 2, 2010.

☐ Beneficiary determined in good faith, after considering the most current financial information provided by Borrower, that the Borrower is not eligible for a modification and so informed the Borrower on \_\_\_\_\_ in writing, including a description of the basis for that decision and an explanation of the reasons why Borrower was not eligible.

☒ Borrower did not return the modification request form by the deadline stated therein.

☐ Borrower did return the modification request form, which Beneficiary received on \_\_\_\_\_. The following apply:

☐ On \_\_\_\_\_ Beneficiary requested additional information to determine whether the loan could be modified.

- ☐ Borrower did not supply the requested additional information.
- ☐ Borrower requested a meeting with Beneficiary.
- ☐ Beneficiary attempted to contact Borrower on \_\_\_\_\_ and Borrower did not respond in seven business days.
- ☐ Borrower and a representative of Beneficiary with authority or with ability to obtain authority to modify the loan met in person or by telephone on \_\_\_\_\_.
- ☐ Beneficiary notified Borrower on \_\_\_\_\_ that Beneficiary denied the request for modification. That notification included an explanation of how the Beneficiary calculated that Borrower was not eligible for a loan modification or included the information specified in US Treasury Supplemental Directive 09-08 under Public Law 111-22 as in effect on May 27, 2010.
- ☐ Loan Modification Not Required \_\_\_\_\_.

Dated: 8/16/10.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. "MERS"

Matthew

Title: Loss Mitigation Officer

This instrument was acknowledged before me on August 16<sup>th</sup>, 2010,  
by MATTHEW WAT, a Loss Mitigation Officer of  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. "MERS"

Michelle Hill  
Notary Public for OREGON  
My Commission Expires: 02/20/11

(TS #30057.30376)





**NONMILITARY AFFIDAVIT**

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE         )

I, NANCY K. CARY, being first duly sworn, depose and say:

1. I am the Successor Trustee of the Trust Deed described below:

Parties:

Grantor: BRENT A. MATHIS  
Trustee: ASPEN TITLE AND ESCROW, INC.  
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC. "MERS" acting solely as nominee for UMPQUA  
BANK, its successors and/or assigns

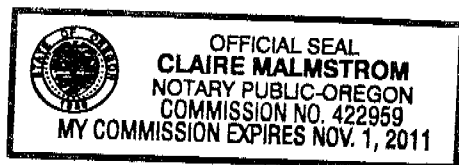
Recorded:

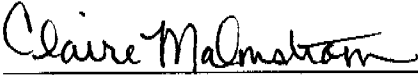
Date: May 26, 2004  
Vol. M04, Page 33824  
Klamath County Oregon Records

To the best of my knowledge and belief the Grantor of the above Trust Deed is not in the military service, or a dependent of a service member in military service based on the following facts made known to me by the Beneficiary or based on inquiry made by this office: (1) Grantor's address is not part of a military installation; (2) the Beneficiary has not been provided with any information that indicated that Grantor is a member of any branch of military service, whether active or reserve, and a search of the Department of Defense Manpower Data Center ("DMDC") did not indicate Grantor is on active duty (See DMDC printout attached as Exhibit A); and (3) our office personally served Grantor at an address that is not part of a military installation.

  
\_\_\_\_\_  
Nancy K. Cary

Signed and sworn to before me on June 22, 2010, by NANCY K. CARY.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 11/1/2011

NONMILITARY AFFIDAVIT

Department of Defense Manpower Data Center

Jun-21-2010 13:49:38



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
MATHIS	BRENT	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 "defense link.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:E5NEJ4CO5K