

WTC 88517

2010-014642

Klamath County, Oregon



00094615201000146420450456

12/28/2010 03:29:23 PM

Fee: \$282.00

**RECORDING COVER SHEET  
FOR NOTICE OF SALE PROOF  
OF COMPLIANCE, PER ORS 205.234**

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

**AFTER RECORDING RETURN TO:**

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

- ✓ Affidavit of Mailing/Trustee's Notice of Sale
- ✓ Affidavit of Service
- ✓ Affidavit of Publication
- ✓ Certificate of Non Military Service & DOD certificate
- ✓ Affidavit of Compliance (HB 3630)
- ✓ Affidavit of Compliance (SB 628)

**ORIGINAL GRANTOR: Richard D. Steiner**

**BENEFICIARY: American General Financial Services (DE), Inc.**

**S&S#: 10-105085**

**Loan #: XXXXXX-1958**

28217m

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-105085

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:

Richard D. Steiner  
6511 Michael Road  
La Pine, OR 97739

Richard Dean Steiner  
P.O. Box 2728  
La Pine, OR 97739

Tye Engineering &  
Surveying, Inc.  
725 N.W. Hill Street  
Bend, OR 97701

Richard D. Steiner  
PO Box 33  
Florence, OR 97439

Andrew C. Brandsness, Esq.  
Brandsness, Brandsness &  
Rudd, P.C.

Drew A. Humphrey  
700 Doty Street  
Klamath Falls, OR 97601

Richard Dean Steiner  
11425 E. Mapleton Rd  
Mapleton, OR 97453

411 Pine Street  
Klamath Falls, OR 97601

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 September 23, 2010. Each notice was mailed after the date that the Notice of Default and Election to Sell described in said Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

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

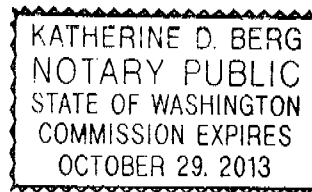


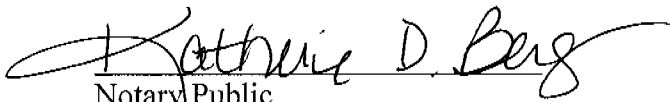
Kelly D. Sutherland

State of Washington     )  
                                      )  
County of Clark         )

On this 27<sup>th</sup> day of December, 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: 10-29-2013

## **TRUSTEE'S NOTICE OF SALE**

A default has occurred under the terms of a trust deed made by Richard D. Steiner, as grantor to Western Title & Escrow, as Trustee, in favor of American General Financial Services (DE), Inc., as Beneficiary, dated June 2, 2005, recorded June 3, 2005, in the mortgage records of Klamath County, Oregon, in Vol. M05, at Page 41400, as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

**COMMONLY KNOWN AS:** 6511 Michael Road, La Pine, OR 97739

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 \$515.39, from May 15, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

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

\$57,751.30, together with interest thereon at the rate of 7.64% per annum from April 15, 2010, 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 January 24, 2011, 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.

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### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 24, 2011. 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 December 25, 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.


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

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

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

Dated: 9/21/2010

By: 

**KELLY D. SUTHERLAND**  
Successor Trustee  
SHAPIRO & SUTHERLAND, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
[www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa)  
Telephone: (360) 260-2253  
Toll-free: 1-800-970-5647  
S&S 10-105085

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

ATTACHED EXHIBIT "A"

A parcel of land situate in the SW 1/4 NW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows,

BEGINNING at the Southwest corner of the Northwest quarter of said Section 16; thence North 341.16 feet to the Southwest corner of Lot 1 in Block 8 of Third Addition to Antelope Meadows; thence East along the Southerly boundary of Block 8 a distance of 992.14 feet to the Southeast corner of Lot 7 in said Block 8; thence South along the West line of Lots 10 and 11 in Block 8 a distance of 310.59 feet to the Southwest corner of said Lot 11; thence West 989.32 feet to the point of beginning.

Tax Account No(s): R137122

Map/Tax Lot No(s): 2310-016B0-06100



10105085 / STEINER  
ASAP# 3747861

SHAPOR

**AFFIDAVIT OF POSTING**

STATE OF OREGON

County of Deschutes

ss.

I, Robert Donahou, 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":

6511 Michael Road  
La Pine, OR 97739

As follows:

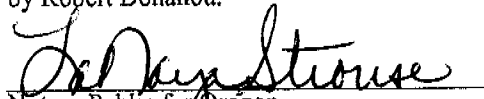
On 09/26/2010 at 3:51 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).


On 09/29/2010 at 8:08 AM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

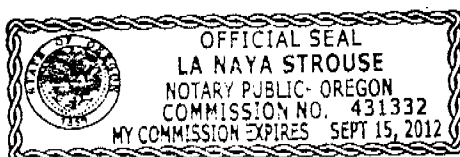
On 10/02/2010 at 2:53 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 13 day of October, 2010  
by Robert Donahou.

  
Notary Public for Oregon

X   
Robert Donahou  
Nationwide Process Service, Inc.  
420 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*243488\*

10105085 / STEINER  
ASAP# 3747861

SHAPOR

**AFFIDAVIT OF MAILING**

STATE OF OREGON

County of Multnomah

ss.

I, Sarah Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On October 07, 2010, I mailed a copy of the Trustee's Notice of Sale; Exhibit A, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

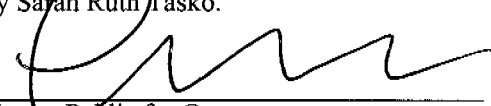
The envelope was addressed as follows:

**OCCUPANT**  
**6511 Michael Road**  
**La Pine, OR 97739**

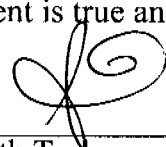
This mailing completes service upon an occupant at the above address with an effective date of **09/26/2010** as calculated pursuant to ORS 86.750 (1)(c).

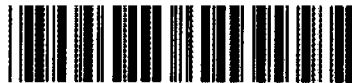
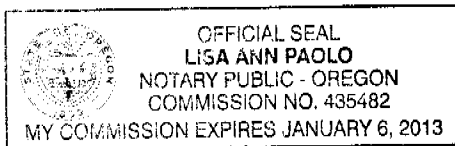
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 7 day of October, 20 10  
by Sarah Ruth Tasko.

  
Notary Public for Oregon

X

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



\*243488\*

## TRUSTEE'S NOTICE OF SALE

✓ A default has occurred under the terms of a trust deed made by Richard D. Steiner, as grantor to Western Title & Escrow, as Trustee, in favor of American General Financial Services (DE), Inc., as Beneficiary, dated June 2, 2005, recorded June 3, 2005, in the mortgage records of Klamath County, Oregon, in Vol. M05, at Page 41400, as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

**COMMONLY KNOWN AS:** 6511 Michael Road, La Pine, OR 97739

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 \$515.39, from May 15, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

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

\$57,751.30, together with interest thereon at the rate of 7.64% per annum from April 15, 2010, 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 January 24, 2011, 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.

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### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 24, 2011. 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**

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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**

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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 December 25, 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.

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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.

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

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

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

Dated: \_\_\_\_\_

9-21-2010

By: \_\_\_\_\_

**KELLY D. SUTHERLAND**

Successor Trustee

SHAPIRO & SUTHERLAND, LLC

5501 N.E. 109th Court, Suite N

Vancouver, WA 98662

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

Telephone: (360) 260-2253

Toll-free: 1-800-970-5647

S&S 10-105085

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

ATTACHED EXHIBIT "A"

A parcel of land situate in the SW 1/4 NW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows,

BEGINNING at the Southwest corner of the Northwest quarter of said Section 16; thence North 341.16 feet to the Southwest corner of Lot 1 in Block 8 of Third Addition to Antelope Meadows; thence East along the Southerly boundary of Block 8 a distance of 992.14 feet to the Southeast corner of Lot 7 in said Block 8; thence South along the West line of Lots 10 and 11 in Block 8 a distance of 310.59 feet to the Southwest corner of said Lot 11; thence West 989.32 feet to the point of beginning.

Tax Account No(s): R137122

Map/Tax Lot No(s): 2310-016B0-06100

# 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 # 12878

Trustee's Notice of Sale

Steiner

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:

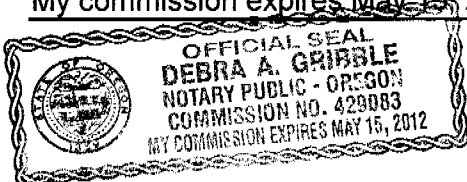
November 10, 17, 24, December 01, 2010

Total Cost: \$1,090.11

Subscribed and sworn by Jeanine P Day  
before me on: December 1, 2010

Notary Public of Oregon

My commission expires May 15, 2012



### TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Richard D. Steiner, as grantor to Western Title & Escrow, as Trustee, in favor of American General Financial Services (DE), Inc., as Beneficiary, dated June 2, 2005, recorded June 3, 2005, in the mortgage records of Klamath County, Oregon, in Vol. M05, at Page 41400, as covering the following described real property: A parcel of land situate in the SW 1/4 NW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows, BEGINNING at the Southwest corner of the Northwest quarter of said Section 16, thence North 341.16 feet to the Southwest corner of Lot 1 in Block 8 of Third Addition to Antelope Meadows, thence East along the Southerly boundary of Block 8 a distance of 992.14 feet to the Southeast corner of Lot 7 in said Block 8, thence South along the West line of Lots 10 and 11 in Block 8 a distance of 310.59 feet to the Southwest corner of said Lot 11, thence West 989.32 feet to the point of beginning. COMMONLY KNOWN AS: 6511 Michael Road, La Pine, OR 97739.

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 \$515.39, from May 15, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit: \$57,751.30, together with interest thereon at the rate of 7.64% per annum from April 15, 2010, 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 January 24, 2011, 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

shapor



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: 11/10/10 By: /s:/ Kelly D. Sutherland, KELLY D. SUTHERLAND Successor Trustee SHAPIRO & SUTHERLAND, LLC 5501 N.E. 109th Court, Suite N Vancouver, WA 98662 [www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa) Telephone: (360) 260-2253 Toll-free: 1-800-970-5647 S&S 10-105085 ASAP# 3747162 11/10/2010, 11/17/2010, 11/24/2010, 12/01/2010.

#12878 November 10, 17, 24, December 01, 2010.

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
Telephone: (360) 260-2253  
10-105085

## CERTIFICATE OF NON-MILITARY SERVICE

STATE OF WASHINGTON           )  
  ) SS.  
County of CLARK                    )

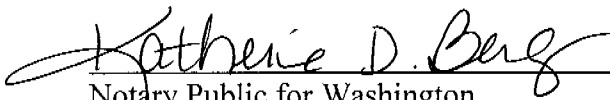
THIS IS TO CERTIFY THAT I, Kelly D. Sutherland, am the Successor Trustee of that certain trust deed serviced by American General Financial Services (DE), Inc., the current beneficiary, in which Richard D. Steiner,, as grantor, conveyed to Western Title & Escrow, as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated June 2, 2005, and recorded June 3, 2005, in the mortgage records of said county, in Vol. M05, at Page 41400, thereafter a Notice of Default with respect to said trust deed was recorded September 17, 2010, in Volume 2010, at Page No. 11091, 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 January 24, 2011. 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.

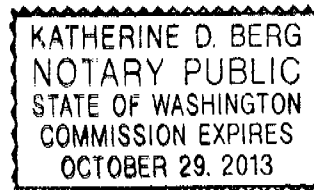
In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary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

  
\_\_\_\_\_  
Kelly D. Sutherland  
Successor Trustee

STATE OF WASHINGTON       )  
  ) SS.  
COUNTY OF CLARK        )

SUBSCRIBED AND SWORN to before me this 27<sup>th</sup> day of December, 2010,  
by Kelly D. Sutherland, Successor Trustee.

  
\_\_\_\_\_  
Notary Public for Washington  
My commission expires 10-29-2013



Department of Defense Manpower Data Center

Sep-14-2010 10:45:40



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
STEINER	RICHARD	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:9BKEI2VPBT**

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-105085

**TRUSTEE'S AFFIDAVIT AS TO COMPLIANCE TO ORS 86.737  
AND AFFIDAVIT OF NO TIMELY RECEIPT OF REQUEST FOR LOAN MODIFICATION  
OR MEETING UNDER 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 Richard D. Steiner, as grantor to Western Title & Escrow as trustee, in which American General Financial Services (DE), Inc. is beneficiary, recorded on June 3, 2005, in the mortgage records of Klamath County, Oregon in Vol. M05, at Page 41400, covering the following described real property situated in said county:

See complete Legal Description attached hereto as Exhibit "A"

Commonly known as: 6511 Michael Road, La Pine, OR 97739


I hereby certify that on September 20, 2010, the notice required by ORS 86.737 ("Notice") 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:

Richard D. Steiner	Richard D. Steiner	Occupant(s)
6511 Michael Road	PO Box 33	6511 Michael Road
La Pine, OR 97739	Florence, OR 97439	La Pine, OR 97739

With the Notice, the trustee also included the form contemplated by ORS 86.737 on which the borrower could elect to ask the beneficiary to consider granting a loan modification ("Form"). The Notice also invited the borrower(s) to request a meeting.

The Notice and/or request form instructed the borrower(s) to submit the request for modification and/or meeting to the trustee at the address provided in the Notice and/or Form. The Notice also provided a deadline date, which was more than 30 days after the date the Trustee signed the Notice, by which the trustee would need to receive from the borrower(s) a request for loan modification or request for a meeting. The trustee did not receive a request for loan modification form or request for meeting from the borrower(s) before the deadline set forth in the Notice.

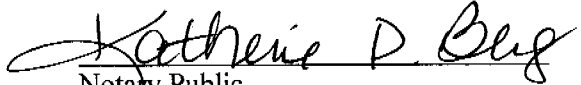
The word "trustee" as used in this affidavit means any successor-trustee to the trustee named in the trust deed first mentioned above.

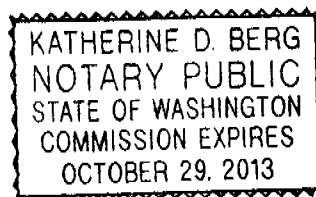
  
\_\_\_\_\_  
Kelly D. Sutherland

State of Washington       )  
                                      )  
County of Clark            )

On this 14<sup>th</sup> day of December, 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 10-29-2013



## ATTACHED EXHIBIT "A"

A parcel of land situate in the SW 1/4 NW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows,

BEGINNING at the Southwest corner of the Northwest quarter of said Section 16; thence North 341.16 feet to the Southwest corner of Lot 1 in Block 8 of Third Addition to Antelope Meadows; thence East along the Southerly boundary of Block 8 a distance of 992.14 feet to the Southeast corner of Lot 7 in said Block 8; thence South along the West line of Lots 10 and 11 in Block 8 a distance of 310.59 feet to the Southwest corner of said Lot 11; thence West 989.32 feet to the point of beginning.

Tax Account No(s): R137122

Map/Tax Lot No(s): 2310-016BO-06100



**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 6511 Michael Road,  
La Pine, OR 97739

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, September 20, 2010 is \$3,598.74.

**By law, your lender has to provide you with details about the amount you owe, if you ask. You may call this office at (360) 260-2253, or toll-free 1-800-970-5647, extension 278, to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to:**

Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
Our File #: 10-105085

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

January 24, 2011, 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 American General Financial Services Inc. at 1-541-923-3697 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide phone contact number at **1-800-SAFENET (1-800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **(503) 684-3763**, or toll-free in Oregon at **1-800-452-7636** or you may visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 1-541-923-3697. 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 OCTOBER 23, 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: September 20, 2010

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature:

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

## LOAN MODIFICATION REQUEST FORM

Richard D. Steiner  
6511 Michael Road  
La Pine, OR 97739

RE: Loan#: 23341958  
Property Address: 6511 Michael Road, La Pine, OR 97739

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

**If you want to apply to modify you must fill out this form and provide all the documentation to the address shown in Step 2 of this form.** Please make sure to provide your current address, phone number and electronic mail address (Email). **The form must be received by the mortgage servicer no later than October 23, 2010 at the address shown in Step 2 of this form.** Please indicate by checking the applicable location whether or not you would like your Loan Modified, whether you would like to meet the mortgage servicer, or both

☐ I would like to have my loan modified.

☐ I would like to meet with the mortgage servicer.

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

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

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

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

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

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

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

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

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

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

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

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

- Explain in a letter requesting assistance and explaining the circumstances of the financial

hardship that makes it difficult for you to pay your mortgage loan.

- Submit the required documentation of your income.

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

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

Please submit all the required income documentation by no later than October 23, 2010. If you have any questions, please contact mortgage servicer at 1-541-923-3697.

### **Act Now!**

To see if you qualify for this program, send the items listed below to Mortgage Servicer no later than October 23, 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).

If you have other types of Income, cannot locate required documents, or have questions about the documentation required, please contact the mortgage servicer at 1-541-923-3697.

**You must send in all required documentation by no later than October 23, 2010.**

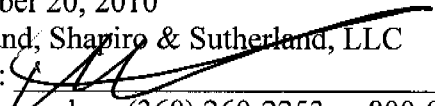
Keep a copy of documents for records. Don't send original income documents, as copies are acceptable.

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

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

DATED: September 20, 2010

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature: 

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

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-105085

**TRUSTEE'S AFFIDAVIT AS TO COMPLIANCE TO ORS 86.737  
AND AFFIDAVIT OF NO TIMELY RECEIPT OF REQUEST FOR LOAN MODIFICATION  
OR MEETING UNDER 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 Richard D. Steiner, as grantor to Western Title & Escrow as trustee, in which American General Financial Services (DE), Inc. is beneficiary, recorded on June 3, 2005, in the mortgage records of Klamath County, Oregon in Vol. M05, at Page 41400, covering the following described real property situated in said county:

See complete Legal Description attached hereto as Exhibit "A"

Commonly known as: 6511 Michael Road, La Pine, OR 97739

I hereby certify that on September 23, 2010, the notice required by ORS 86.737 ("Notice") 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:

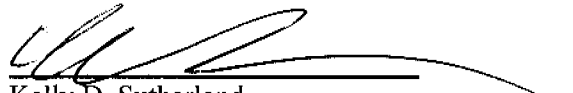
Richard Dean Steiner  
11425 E. Mapleton Rd  
Mapleton, OR 97453

Richard Dean Steiner  
P.O. Box 2728  
La Pine, OR 97739

With the Notice, the trustee also included the form contemplated by ORS 86.737 on which the borrower could elect to ask the beneficiary to consider granting a loan modification ("Form"). The Notice also invited the borrower(s) to request a meeting.

The Notice and/or request form instructed the borrower(s) to submit the request for modification and/or meeting to the trustee at the address provided in the Notice and/or Form. The Notice also provided a deadline date, which was more than 30 days after the date the Trustee signed the Notice, by which the trustee would need to receive from the borrower(s) a request for loan modification or request for a meeting. The trustee did not receive a request for loan modification form or request for meeting from the borrower(s) before the deadline set forth in the Notice.

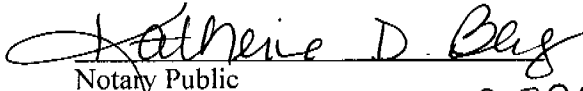
The word "trustee" as used in this affidavit means any successor-trustee to the trustee named in the trust deed first mentioned above.

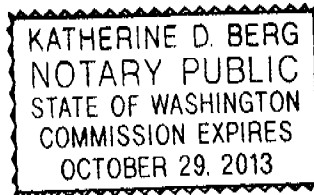
  
Kelly D. Sutherland

State of Washington       )  
                                      )  
County of Clark            )

On this 14<sup>th</sup> day of December, 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 10-29-2013



## ATTACHED EXHIBIT "A"

A parcel of land situate in the SW 1/4 NW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows,

BEGINNING at the Southwest corner of the Northwest quarter of said Section 16; thence North 341.16 feet to the Southwest corner of Lot 1 in Block 8 of Third Addition to Antelope Meadows; thence East along the Southerly boundary of Block 8 a distance of 992.14 feet to the Southeast corner of Lot 7 in said Block 8; thence South along the West line of Lots 10 and 11 in Block 8 a distance of 310.59 feet to the Southwest corner of said Lot 11; thence West 989.32 feet to the point of beginning.

Tax Account No(s): R137122

Map/Tax Lot No(s): 2310-016BO-06100



**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 6511 Michael Road,  
La Pine, OR 97739

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, September 23, 2010 is \$3,598.74.

**By law, your lender has to provide you with details about the amount you owe, if you ask. You may call this office at (360) 260-2253, or toll-free 1-800-970-5647, extension 278, to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to:**

Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
Our File #: 10-105085

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

January 24, 2011, 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 American General Financial Services Inc. at 1-541-923-3697 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide phone contact number at **1-800-SAFENET (1-800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **(503) 684-3763**, or toll-free in Oregon at **1-800-452-7636** or you may visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 1-541-923-3697. 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 OCTOBER 26, 2010, WHICH IS MORE THAN 30 DAYS AFTER THE DATE SHOWN BELOW.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: September 23, 2010

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature:

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

## LOAN MODIFICATION REQUEST FORM

Richard D. Steiner  
6511 Michael Road  
La Pine, OR 97739

RE:    Loan#: 23341958  
      Property Address: 6511 Michael Road, La Pine, OR 97739

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

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

\_\_\_\_\_ I would like to have my loan modified.

\_\_\_\_\_ I would like to meet with the mortgage servicer.

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

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

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

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

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

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

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

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

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

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

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

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

- Explain in a letter requesting assistance and explaining the circumstances of the financial

hardship that makes it difficult for you to pay your mortgage loan.

- Submit the required documentation of your income.

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

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

Please submit all the required income documentation by no later than October 26, 2010. If you have any questions, please contact mortgage servicer at 1-541-923-3697.

### **Act Now!**

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

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

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

If you have other types of Income, cannot locate required documents, or have questions about the documentation required, please contact the mortgage servicer at 1-541-923-3697.

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

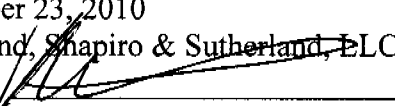
Keep a copy of documents for records. Don't send original income documents, as copies are acceptable.

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

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

DATED: September 23, 2010

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature: 

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

AFTER RECORDING RETURN TO:

Shapiro & Sutherland, LLC  
5501 N.E. 109th Court, Suite N  
Vancouver, WA 98662  
10-105085

Affidavit of Compliance with Oregon ORS 86.737

County Clerk Recording Info: Vol. M05, Page 41400

Grantor (name): Richard D. Steiner,

Trustee (name): Western Title & Escrow

Original Beneficiary (name): American General Financial Services (DE), Inc.

Assignee(s), if any (name(s)): American General Financial Services (DE), Inc.

Original Loan Amount: \$65,309.00

Borrower name(s): Steiner, Richard D.

Property Address: 6511 Michael Road, La Pine, OR 97739

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

In the regular course of its business the Beneficiary or its authorized agent creates and maintains records relating to its loans. Copies of the documents are promptly placed in a file specific to each loan once they are received. The copies of documents attached hereto as exhibits are copies from the specific loan file and are not materially altered from the form of the document in the file. The Beneficiary or its authorized agent relies upon these documents to determine whether to make loans, and in servicing the loan. The system does not allow for deletion or alteration of entries once made to avoid alteration of the history and to maintain an accurate record of transactions as entered in the system.

The undersigned further 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.** The borrower failed to return the Loan Modification Request Form ("Form") required by ORS 86.737 ("Law:") sent by the Foreclosure Trustee, to the address required on the Notice or Form, by the date set forth on the Notice; the date was more than 30 days after the date the Trustee signed the foreclosure notice sent to Borrower by Trustee with the Form ("deadline date").
- ☐ **Meeting Requested But Borrower Unavailable to Schedule Meeting.** Borrower requested a meeting prior to the deadline date set forth on the Notice, sending the Form to the address required on the Notice or Form. The beneficiary or beneficiary's authorized agent attempted to contact the borrower by the methods contemplated by "Law" within the time period required by the Law after 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 prior to the deadline date set forth on the Notice, sending the Form to the address required on the Notice or Form. The beneficiary or beneficiary's authorized agent timely contacted Borrower by the methods allowed by the 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. After Evaluation, Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification prior to the deadline date set forth on the Notice, sending the Form to the address required on the Notice or Form. The loan modification request was evaluated in good faith within required time period under the Law. 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 the required time period under the Law after receiving Borrower's Form or, if applicable additional information, the beneficiary or beneficiary's authorized agent notified Borrower that Borrower is ineligible for a loan modification. The beneficiary or the beneficiary's agent provided notice to the borrower that included an explanation of how the beneficiary or beneficiary's agent calculated that the grantor was not eligible for a loan modification.
- [ ] **Loan Modification Requested. For Non-Financial Reasons, Request Denied.** Borrower requested a loan modification prior to the deadline date set forth on the Notice, sending the Form to the address required on the Notice or Form. The loan modification request was evaluated in good faith within required time period under the Law. Within the required time period under the Law after receiving Borrower's Form or, if applicable additional information, 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 prior to the deadline date set forth on the Notice, sending the Form to the address required on the Notice or Form. The loan modification request was evaluated in good faith within required time period under the Law. Within the required time period under the Law after receiving Borrower's Form or, if applicable additional information, 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 prior to the deadline date set forth on the Notice, sending the Form to the address required on the Notice or Form. The loan modification request was evaluated in good faith within required time period under the Law, 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 required time period under the Law, of the beneficiary's receipt of Borrower's Loan Modification Request Form or, if applicable, additional information, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.

[ ] Other (Specify):

DATED: 12/17/10

By: [Signature]

Typed Name: LISA HEVERN

Title: Manager

State of Oregon )  
County of Deschutes ) ss.

This instrument was acknowledged before me on December 17, 2010 by  
LISA HEVERN as Manager of  
American General Finance



[Signature]  
Notary signature  
My commission expires 11/23/12



10:17:07 AM JUN 03 2005

Vol M05 Page 41400

After Recording Return To:

Aspen 61422  
AMERICAN GENERAL FINANCE  
515 S.W. CASCADE AVE. STE 1  
PO BOX 209  
REDMOND OR 97756-0209  
(PHONE) 541-923-3697

State of Oregon, County of Klamath  
Recorded 06/03/2005 11:07 Am  
Vol M05 Pg 41400-04  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

(For Recorder's Use)

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

**TRUST DEED TO CONSUMER FINANCE LICENSEE**

THIS TRUST DEED, made this 2ND day of JUNE, 2005  
between RICHARD D. STEINER  
as Grantor, and WESTERN TITLE & ESCROW  
as Trustee, and American General Financial Services (DE), Inc., as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in  
KLAMATH County, Oregon, described as:

SEE ATTACHED EXHIBIT "A"

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate, FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of the grantor herein contained and also securing the payment of the sum of \$ 65309.00 this day actually loaned by the beneficiary to the grantor for which sum the grantor has given his note/loan agreement of even date which provides for monthly payments, with the full debt, if not paid earlier, due an payable on JUNE 5TH, 2025

MONTH DAY, YEAR

**THIS TRUST DEED AND THE NOTE/LOAN AGREEMENT IT SECURES ARE NOT ASSUMABLE.**

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note/loan agreement becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the trustor, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, and at the option of the holder thereof, upon demand, shall become immediately due and payable.

The above described real property ☐ is ☒ is not (state which) currently used for agricultural, timber or grazing purposes.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, or the United States or any agency thereof. The licensee is always the beneficiary. This form not suitable for loans less than \$2,000.

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire with extended coverage, vandalism and malicious mischief in an amount not less than \$\_\_\_\_\_, written in companies acceptable to the beneficiary, with loss payable to the latter and to grantor as their interests may appear; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. Grantor hereby authorizes and directs beneficiary to procure, if procurable, such credit life or credit life and disability insurance as grantor may have authorized, pay the premiums on all such insurance and deduct the amounts so actually paid from the proceeds of the loan. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Should the grantor fail to so insure or to preserve the collateral for this loan, the beneficiary may purchase such insurance and add the amounts so paid to the unpaid principal balance to bear interest at the rate specified above and constitute an additional obligation of the grantor hereunder to be paid over the remaining term of the promissory note/loan agreement which this instrument secures concurrently with the remaining unpaid installments.

The following warning applies if, as a condition to closing your loan,  
we have required that you maintain property insurance on property securing this loan:

#### WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. The insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

5. To keep said premiums from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee.

It is mutually agreed that:

7. In the event that any portion of all said property shall be taken under the right of eminent domain, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it upon the indebtedness secured hereby; and grantor agrees, at his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

8. If this Deed of Trust is subject and subordinate to another Deed of Trust, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior Deed of Trust, the holder of this Deed of Trust may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this Deed of Trust and the accompanying note/loan agreement shall be deemed to be secured by this Deed of Trust, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior Deed of Trust then the amount secured by this Deed of Trust and the accompanying note/loan agreement shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this Deed of Trust.

9. At any time and from time to time upon written request of beneficiary and presentation of this deed and the note/loan agreement for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a court appointed receiver and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, upon any indebtedness secured hereby, and in such order as beneficiary may determine. After grantor's default and referral, grantor shall pay beneficiary for reasonable attorney's fees actually paid by licensee to an attorney not a salaried employee of licensee.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of insurance policies or compensation or awards for any taking or damage to the property, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event and if the above described property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage provided by law or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.753, may pay to the beneficiary or his successors in interest respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant of warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the obligation secured by the trust deed, (2) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (3) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee, appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the recording officers of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real estate property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note/loan agreement and this trust deed are primarily for grantor's personal, family, household or agricultural purposes.

This deed applies to, insures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the note/loan agreement secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Richard D. Steiner  
\_\_\_\_\_  
\_\_\_\_\_

(ORS 93.490)

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON, } ss.  
County of Deschutes

Personally appeared the above named Richard D. Steiner  
and \_\_\_\_\_  
acknowledged the foregoing instrument to be \_\_\_\_\_

his voluntary act and deed.

(OFFICIAL SEAL) Nicole J. Powell  
Notary Public for Oregon

My commission expires: 2 28 08  
MONTH DAY YEAR



STATE OF OREGON, } ss.  
County of \_\_\_\_\_

MONTH DAY YEAR  
Personally appeared \_\_\_\_\_  
and \_\_\_\_\_  
who, being duly sworn, each for himself and not one for the other, did say that the former is the \_\_\_\_\_ president and that the latter is the \_\_\_\_\_ secretary of \_\_\_\_\_

\_\_\_\_\_ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before Me: (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_  
MONTH DAY YEAR

**TRUST DEED**

TO

CONSUMER FINANCE LICENSEE

Grantor

Beneficiary

STATE OF OREGON

County of \_\_\_\_\_ } ss.

I certify that the within instrument was received  
for record on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
YEAR at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel  
number \_\_\_\_\_ Record of Mortgages  
of said County.

Witness my hand and seal of County affixed.

Recording Officer

Deputy

By \_\_\_\_\_

**REQUEST FOR FULL RECONVEYANCE**

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_  
MONTH DAY, YEAR

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE/LOAN AGREEMENT which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Notice: This is a mortgage subject to special rules under the Federal Truth in Lending Act. Purchasers or Assignees of this mortgage could be liable for all claims and defenses with respect to the mortgage that the Borrower could assert against the Creditor / Lender.

## ATTACHED EXHIBIT "A"

A parcel of land situate in the SW 1/4 NW1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows,

BEGINNING at the Southwest corner of the Northwest quarter of said Section 16; thence North 341.16 feet to the Southwest corner of Lot 1 in Block 8 of Third Addition to Antelope Meadows; thence East along the Southerly boundary of Block 8 a distance of 992.14 feet to the Southeast corner of Lot 7 in said Block 8; thence South along the West line of Lots 10 and 11 in Block 8 a distance of 310.59 feet to the Southwest corner of said Lot 11; thence West 989.32 feet to the point of beginning.

Tax Account No(s): R137122

Map/Tax Lot No(s): 2310-016BQ-06100