

2011-001024

Klamath County, Oregon



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01/27/2011 03:01:54 PM

Fee: \$152.00

1605869

After Recording Return to:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101

Ref: Stilwell, Michael E. and Kelly - 488.1020691

Recorded herein are the following:

- ☐ Affidavit(s) of Mailing # _____
- ☐ Proof(s) of Service # _____
- ☐ Affidavit of Publication
- ☐ Certificate(s) of Mailing # _____
- ☐ Affidavit of Non-Occupancy
- ☐ Affidavit of Mailing Danger Notice
- ☐ Affidavit of Beneficiary or Beneficiary's Agent

TRUSTEE'S NOTICE OF SALE

NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, MICHAEL EARL STILWELL MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. AS OF THE DATE OF THIS NOTICE/LETTER, THE BALANCE TO PAY OFF THE DEED OF TRUST IS \$134,166.27. INTEREST FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER. UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF WITHIN 30 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT, THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 30-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND WILL BE MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 30 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.

NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.

Reference is made to that certain trust deed made by Michael E Stilwell and Kelly Stilwell, as tenants by the entirety, as grantor, to U.S. Bank Trust Company, National Association, as trustee, in favor of U.S. Bank National Association ND, as beneficiary, dated December 15, 2006, recorded December 22, 2006, in the mortgage records of Klamath County, Oregon, as Recording Number 2006-025249, covering the following described real property situated in said county and state, to-wit:

F

Lot 16 in Block 44 of First Addition to Klamath Forest Estates, according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon.

Together with that certain 27 X 66, Oakwood manufactured home bearing VIN No. G00R23 N26503 AB, and more fully described in that certain Title Elimination document filed with the Recorder of Klamath County, Oregon on November 18, 2002 and April 17, 2003 under Recording No. Volume M02, Page 66784 and Volume M03, Page 24582.

Both the beneficiary and the trustee, David A. Weibel, will 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 86.753(3); the default for which the foreclosure is made is grantor's failure to pay the following sums:

1. Monthly Payments:

Delinquent Monthly Payments Due from 1/20/2010 through 9/20/2010:

7 payment(s) at \$1020.87
2 payment(s) at \$976.70

Total Payments: \$9,099.49
Late Charges:

9 late charge(s) at \$43.05
for each monthly payment not made within 15 days of its due date

Total Late Charges	\$387.45
Lender's Property Inspection Fees	\$95.00
Previous Bankruptcy Fees & Costs	\$700.00
Previous Foreclosure Fees & Costs	\$1,299.00
THE SUM OWING ON THE OBLIGATION SECURED BY THE TRUST DEED:	\$11,580.94

2. Delinquent Real Property Taxes, if any.

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

Unpaid balance is \$132,166.27 as of October 19, 2010. In addition there are attorney's fees and foreclosure costs which as of the date of this notice are estimated to be \$2,000.00. Interest, late charges and advances for the protection and preservation of the property may accrue after the date of this notice

WHEREFORE, notice hereby is given that the undersigned trustee, David A. Weibel, on March 2, 2011 at the hour of 11:00 am, in accord with the standard of time established by ORS 187.110, at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by grantor of the said trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time 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 payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), paying all advances authorized under the trust deed, including all costs and expenses incurred in enforcing the obligation and trust deed, and by curing any other default complained

of therein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

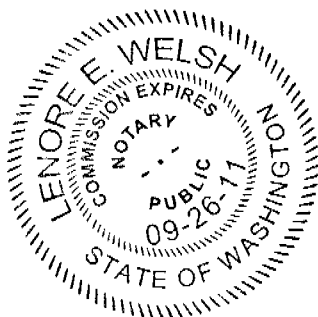
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective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

DATED: October 26, 2010.

David A. Weibel, Trustee

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 26 day of October, 2010, personally appeared David A. Weibel, who acknowledged that s/he signed the within foregoing instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.



Lenore E. Welsh
Notary Public for Washington
Residing at: King County
My Commission Expires: 9/26/11

I, the undersigned, certify that the foregoing is a complete and exact copy of the original trustee's notice of sale.

For Information Call:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 2, 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 and 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 **January 31, 2011** (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 to 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.

David A. Weibel, Trustee
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
(206) 622-7527

If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>



Bishop, White, Marshall & Weibel, P.S.

ATTORNEYS AT LAW

WILLIAM L. BISHOP, JR. **
KRISTA L. WHITE* ***
ANN T. MARSHALL
DAVID A. WEIBEL*
LAURIE K. FRIEDL*
ANNETTE COOK
DANIEL L. HEMBREE****
HALLIE N. ZIMMERMAN †
BARBARA L. BOLLERO ****
JEFFREY S. MACKIE
JEROME M. YALON, JR. †
THERESE HARRIS †
PETER OSTERMAN ****

Of Counsel
KENNARD M. GOODMAN ****

* Also Admitted in Oregon
** Also Admitted in Idaho
*** Also Admitted in Alaska
**** Also Admitted in California
***** Also Admitted in Illinois
† Admitted in California

720 OLIVE WAY, SUITE 1301
SEATTLE, WASHINGTON 98101-1801

TELEPHONE
(206) 622-5306
FAX
(206) 622-0354

NOTICE

If you are the borrower in the deed of trust transaction described in this notice, and you are a member of the armed forces who is on active military duty, or are a member of the National Guard and are deployed for active duty, please contact our office immediately to discuss alternatives to this foreclosure proceeding.

AFTER RECORDING RETURN TO:
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
Attn: Emily Doherty

**AFFIDAVIT OF MAILING
TRUSTEE'S NOTICE OF SALE**

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

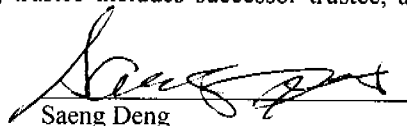
I, Saeng Deng, being first duly sworn, depose, say and certify that: At all times hereinafter mentioned I was and now am a resident of the State of Washington, a competent person over the age of eighteen years, and not the beneficiary or beneficiary's successor-in-interest named in the attached original notice of sale given under the terms of that certain deed described in said notice. On October 26, 2010, I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

See 'Mailing List' attached hereto and incorporated herein by this reference

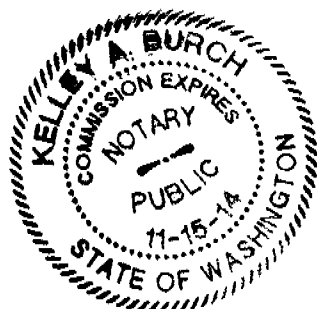
Said persons include (a) the grantor(s) in the trust deed; (b) any successor-in-interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest; and (d) any person requesting notice, as required by ORS 86.785.

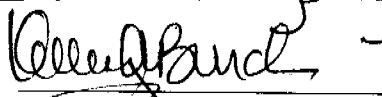
Each of the notices so mailed was certified to be a true copy of the original notice of sale by David A. Weibel, trustee named in said notice; each said copy was contained in a sealed envelope, with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after notice of default and election to sell described in said notice of sale was recorded.

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


Saeng Deng

SUBSCRIBED AND SWORN TO before me this 26 day of October, 2010 by Saeng Deng.




Kelley A. Burch
NOTARY PUBLIC in and for the
State of Washington,
residing at: Pierce County
My Appt Expires: 11/15/14

Stilwell, Michael E. and Kelly
488.1020691

MAILING LIST

GRANTORS AND ALL OTHER PARTIES:

Occupants of the Premises
21314 Peacepipe Ln
Chiloquin, OR 97624

Occupants of the Premises
21314 Peace Pipe Ln
Sprague River, OR 97624

Michael E. Stilwell
21314 Peace Pipe Ln
Chiloquin, OR 97624

Kelly Stilwell
aka Kelly Leann Ellison
21314 Peace Pipe Ln
Chiloquin, OR 97624

Michael E. Stilwell
21314 Peace Pipe Lane
Sprague River, OR 97639

Kelly Stilwell
aka Kelly Leann Ellison
21314 Peace Pipe Lane
Sprague River, OR 97639

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peace Pipe Ln
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peace Pipe Ln
Chiloquin, OR 97624

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peace Pipe Lane
Sprague River, OR 97639

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peace Pipe Lane
Sprague River, OR 97639

Kelly Stilwell
aka Kelly Leann Ellison
21741 Moccasin Lane
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21741 Moccasin Lane
Chiloquin, OR 97624

Kelly Stilwell
c/o Myron Gitnes, atty
216 Pine Street
Klamath Falls, OR 97601

Michael E. Stilwell
c/o Ginger Lee Harrington, atty
250 Main Street
Klamath Falls, OR 97601

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peacepipe Ln
Chiloquin, OR 97624

Michael E. Stilwell
21314 Peacepipe Ln
Chiloquin, OR 97624

Kelly Stilwell
aka Kelly Leann Ellison
21314 Peacepipe Ln
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peacepipe Ln
Chiloquin, OR 97624

Michael Earl Stilwell
c/o Michael Spencer, atty
439 Pine St
Klamath Falls, OR 97601

Stephen P. Arnot
POB 1963
Lake Oswego, OR 97035

Michael E. Stilwell
21314 Peacepipe Lane
Sprague River, OR 97639

Kelly Stilwell
aka Kelly Leann Ellison
21314 Peacepipe Lane
Sprague River, OR 97639

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peacepipe Ln
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peacepipe Ln
Chiloquin, OR 97624

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:

Street address: 21314 Peace Pipe Ln aka 21314 Peacepipe Lane

City: Sprague River aka Chiloquin State: OR ZIP: 97624

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called 'foreclosure.'

The amount you would have had to pay as of 7/31/2010 to bring your mortgage current was \$7411.05.

The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask.

You may call 1-888-456-2622 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.

<p>You may also get these details by sending a request By certified mail to:</p>	<p>U.S. Bank Consumer Finance Foreclosure Dept. 205 W. 4th St, CN-OH-X5-F1 Cincinnati OH 45202</p>
<p>THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION:</p>	<p>3/2/2011 At 11:00 am at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, State of Oregon</p>

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 Ryan Koenig at 1-888-456-2622 to request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and

phone number of an organization near you, please call the statewide phone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to Reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 1-888-456-2622. If you can't reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan again unless your circumstances have changed. Your lender is not obligated to modify your loan.

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

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "LOAN MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY 11/25/10, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

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

Date: October 26, 2010

Trustee signature:

By



Trustee name (print):

David A. Weibel

Trustee phone number: (206) 622-5306

LOAN MODIFICATION REQUEST FORM

To: Michael E Stilwell and Kelly Stilwell, as tenants by the entirety
21314 Peace Pipe Ln
Sprague River, OR 97624

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "LOAN MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY 11/25/10, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW. THE FORM SHOULD BE MAILED TO:

U.S. Bank Consumer Finance
Foreclosure Dept.
205 W. 4th St, CN-OH-X5-F1
Cincinnati, OH 45202

COMPLETE NAME OF ALL GRANTORS (BORROWERS) ON DEED OF TRUST	Michael E Stilwell and Kelly Stilwell, as tenants by the entirety
PROPERTY ADDRESS	21314 Peace Pipe Ln aka 21314 Peacepipe Ln Sprague River, OR 97624 Chiloquin, OR 97624
CURRENT ADDRESS FOR ALL GRANTORS	
TELEPHONE NUMBERS OF GRANTORS	
ELECTRONIC MAIL ADDRESSES (IF ANY)	

1. You can contact your lender by telephone during regular business hours for details regarding your delinquency and to obtain repayment information about your loan at 1-888-456-2622.
2. Your lender may ask you to disclose current information about your income and expenses that may affect your eligibility for a loan modification.

DATED: 10/26/10


Trustee name: David A. Weibel

Telephone: (206) 622-5306
Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101

AFTER RECORDING RETURN TO:

Bishop, White, Marshall & Weibel, P.S.
720 Olive Way, Suite 1301
Seattle, WA 98101
Attn: Emily Doherty

AFFIDAVIT OF MAILING
House Bill 3630, Section 20 Notice

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

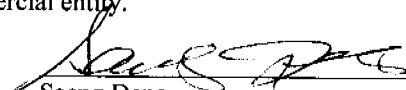
I, Saeng Deng, being first duly sworn, depose, say and certify that: At all times hereinafter mentioned I was and now am a resident of the State of Washington, a competent person over the age of eighteen years, and not the beneficiary or beneficiary's successor-in-interest named in the attached original House Bill 3630, Section 20 Notice given under the terms of that certain deed described in said notice. On October 26, 2010, I gave notice of the House Bill 3630, Section 20 of the real property described in the attached House Bill 3630, Section 20 Notice with attached Loan Modification Request Form by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

See 'Mailing List' attached hereto and incorporated herein by this reference.

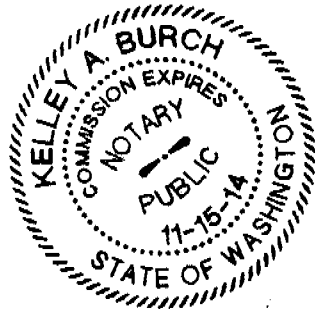
Said persons include (a) the grantor(s) in the trust deed; (b) any successor-in-interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; and (c) occupant of the premises.


Each of the notices so mailed was contained in a sealed envelope, with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after notice of default and election to sell was recorded, and on or before service or mailing of Trustee's Notice of Sale.

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


Saeng Deng

SUBSCRIBED AND SWORN TO before me this 26 day of October, 2010 by Saeng Deng.




Kelley A. Burch
NOTARY PUBLIC in and for the
State of Washington, residing at: Pierce County
My Appt Expires: 11/15/14

Stilwell, Michael E. and Kelly
488.1020691

MAILING LIST

GRANTORS AND ALL OTHER PARTIES:

Occupants of the Premises
21314 Peacepipe Ln
Chiloquin, OR 97624

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21314 Peace Pipe Ln
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peace Pipe Ln
Chiloquin, OR 97624

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peace Pipe Lane
Sprague River, OR 97639

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peace Pipe Lane
Sprague River, OR 97639

Kelly Stilwell
aka Kelly Leann Ellison
21741 Moccasin Lane
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21741 Moccasin Lane
Chiloquin, OR 97624

Kelly Stilwell
c/o Myron Gitnes, atty
216 Pine Street
Klamath Falls, OR 97601

Michael E. Stilwell
c/o Ginger Lee Harrington, atty
250 Main Street
Klamath Falls, OR 97601

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peacepipe Ln
Chiloquin, OR 97624

Michael E. Stilwell
21314 Peacepipe Ln
Chiloquin, OR 97624

Kelly Stilwell
aka Kelly Leann Ellison
21314 Peacepipe Ln
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peacepipe Ln
Chiloquin, OR 97624

Michael Earl Stilwell
c/o Michael Spencer, atty
439 Pine St
Klamath Falls, OR 97601

Michael E. Stilwell
21314 Peacepipe Lane
Sprague River, OR 97639

Kelly Stilwell
aka Kelly Leann Ellison
21314 Peacepipe Lane
Sprague River, OR 97639

Jane Doe Stilwell
Spouse of Michael E. Stilwell
21314 Peacepipe Ln
Chiloquin, OR 97624

John Doe Stilwell
Spouse of Kelly Stilwell aka Kelly Leann Ellison
21314 Peacepipe Ln
Chiloquin, OR 97624

AFTER RECORDING RETURN TO:

(206) 622-5306

Bishop, White, Marshall & Weibel, P.S.

720 Olive Way, Suite 1201

Seattle, WA 98101

Attn: Foreclosure Dept.

Ref: Stilwell, Michael E. and Kelly - 488.1020691

**AFFIDAVIT OF BENEFICIARY OR BENEFICIARY'S AGENT
PURSUANT TO ORS 86.750 (5)**

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I, Jackie Watson, being first duly sworn, depose, say and certify that: at all times hereinafter mentioned I was and now am a resident of the State of OHIO, a competent person over the age of eighteen years, and am authorized to execute this affidavit on behalf of the Beneficiary or Beneficiary's Agent.

- ☒ (Beneficiary or Beneficiary's Agent) did not receive a completed Loan Modification Request Form from the grantor(s) within thirty (30) days after the date the Trustee signed the Notice of Trustee's Sale, which was October 26, 2010.
- ☐ Beneficiary or Beneficiary's Agent received a completed Loan Modification Request Form from the Grantor(s) within thirty (30) days after the date the Trustee signed the Notice of Trustee's Sale, which was October 26, 2010.
- ☐ Grantor(s) were contacted.
- ☐ A meeting was scheduled.
- ☐ A meeting took place.
- ☐ Grantor(s) were notified in writing that they are not eligible for a loan modification. Beneficiary provided the grantor with the following information:
- ☐ A detailed explanation of how the beneficiary determined that the grantor was not eligible for a loan modification, or

☐ The Notice in Supplemental Directive 09-08, as in effect on the effective date of this 2010 Act, issued by the United States Department of the Treasury under the Helping Hands Save Their Homes Act of 2009, P.L. 111-22, as in effect on the effective date of this 2010 Act (May 27, 2010).

☒ Attempts were made to contact the Grantor(s), but Grantor(s) did not respond within seven (7) business days after an attempt was made to reach them.

☐ Beneficiary or Beneficiary's Agent has determined in good faith, after considering the most current financial information that the Grantor(s) has/have provided, that the Grantor(s) is/are not eligible for a loan modification and that they have been notified they are not eligible.

BENEFICIARY OR BENEFICIARY'S AGENT

US Bank National Association ND

By: Jackie Watson

Name: Jackie Watson Title Foreclosure Specialist

SUBSCRIBED AND SWORN TO before me this 12th day of January, 2011

K. Hayes
Keith Hayes (Print Name)

NOTARY PUBLIC in and for the

State of Ohio

Residing at: Hamilton County

My Appt Expires: 12/12/15



KEITH D. HAYES
Notary Public, State of Ohio
My Commission Expires
December 12, 2015

488.1020691 / STILWELL

AFFIDAVIT OF SERVICE

STATE OF OREGON)
County of Klamath) ss.

I, Gabriel Martinez, 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; Notice to Residential Tenants upon the individuals and other legal entities to be served, named below, by delivering true copies of said Notice of Sale, certified to be such by the attorney for the trustee or successor trustee, upon an **OCCUPANT** at the following address:

21314 Peacepipe Lane Chiloquin, OR 97624 aka 21314 Peace Pipe Lane Sprague River, OR 97624, as follows:

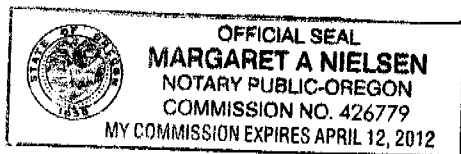
Personal service upon **Mike Stillwell**, by delivering said true copy, personally and in person, at the above address on October 27, 2010 at 5:00 p.m.

Substitute service upon "**Jane/John Doe**," by delivering said true copy, at his/her usual place of abode as indicated above, to Mike Stillwell who is a person over the age of 14 years and a member of the household on October 27, 2010 at 5:00 p.m.

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


Gabriel Martinez 246529

SUBSCRIBED AND SWORN to before me this 1st day of November, 2010 by Gabriel Martinez.



Margaret A. Nelson
Notary Public for Oregon

CERTIFICATE OF MAILING

STATE OF OREGON)
) ss.
County of Multnomah)

I, Sarah-Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On November 2, 2010, I mailed true copies of the Trustee's Notice of Sale; Notice to Residential Tenants by First Class Mail, postage pre-paid, to "Jane/John Doe."

The envelope was addressed as follows: "JANE/JOHN DOE" (OCCUPANT)

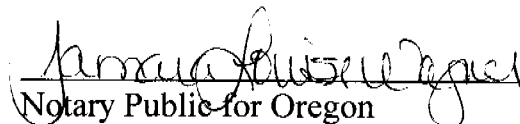
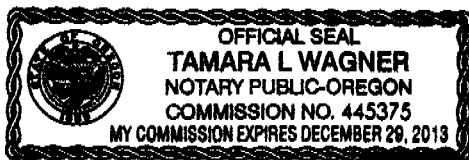
21314 Peacepipe Lane Chiloquin, OR 97624
aka 21314 Peace Pipe
Lane Sprague River, OR 97624



Sarah-Ruth Tasko

246529

SUBSCRIBED AND SWORN to before me this 2nd day of November, 2010, by Sarah-Ruth Tasko.


Notary Public for Oregon

Affidavit of Publication

028-1002609

Stilwell

488.1020691

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 # 12921

Trustee's Notice of Sale

Stilwell

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:

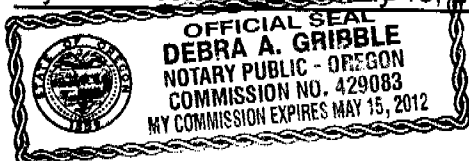
December 15, 22, 29, 2010 January 5, 2011

Total Cost: \$1,655.07

Subscribed and sworn by Jeanine P Day
before me on: January 5, 2011

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE

NOTICE: AS THE RESULT OF AN ORDER ENTERED IN A BANKRUPTCY PROCEEDING, MICHAEL EARL STILWELL MAY NOT BE PERSONALLY LIABLE FOR THE UNPAID BALANCE OF THE BELOW REFERENCED LOAN. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. AS OF THE DATE OF THIS NOTICE/LETTER, THE BALANCE TO PAY OFF THE DEED OF TRUST IS \$134,166.27. INTEREST FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE/LETTER, UNLESS YOU DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF WITHIN 30 DAYS AFTER RECEIVING NOTICE OF THIS DOCUMENT. THIS OFFICE WILL ASSUME THE DEBT TO BE VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 30-DAY PERIOD THAT THE DEBT OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE DEBT WILL BE OBTAINED AND WILL BE MAILED TO YOU. UPON WRITTEN REQUEST WITHIN 30 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.

NOTICE: IF YOU ARE NOT PERSONALLY LIABLE TO PAY THIS OBLIGATION BY REASON OF A BANKRUPTCY PROCEEDING, THEN THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT BUT IS INTENDED ONLY TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST.

NOTICE: IF YOU ARE PERSONALLY LIABLE TO PAY THIS OBLIGATION, WE WISH TO INFORM YOU THAT WE ARE A DEBT COLLECTOR. ANY INFORMATION YOU PROVIDE TO US WILL BE USED FOR THE PURPOSES OF FORECLOSING THE DEED OF TRUST MENTIONED BELOW.

Reference is made to that certain trust deed made by Michael E Stilwell and Kelly Stilwell, as tenants by the entire-

ty, as grantor, to U.S. Bank Trust Company, National Association, as trustee, in favor of U.S. Bank National Association ND, as beneficiary, dated December 15, 2006, recorded December 22, 2006, in the mortgage records of Klamath County, Oregon, as Recording Number 2006-025249, covering the following described real property situated in said county and state, to-wit:

•Lot 16 in Block 44 of First Addition to Klamath Forest Estates, according to the official plat thereof on file in the office of the county clerk of Klamath County, Oregon.

•Together with that certain 27 X 66, Oakwood manufactured home bearing VIN No. G00R23 N26503 AB, and more fully described in that certain Title Elimination document filed with the Recorder of Klamath County, Oregon on November 18, 2002 and April 17, 2003 under Recording No. Volume M02, Page 66784 and Volume M03, Page 24582.

~~Both the beneficiary and the trustee, David A. Weibel, will 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 86.753(3); the default for which the foreclosure is made is grantor's failure to pay the following sums:~~

1. **Monthly Payments: Delinquent Monthly Payments Due from 1/20/2010 through 9/20/2010: 7 payment(s) at \$1020.87, 2 payment(s) at \$976.70, Total Payments: \$9,099.49, Late Charges: 9 late charges(s) at \$43.05 for each monthly payment not made within 15 days of its due date, Total Late Charges \$387.45, Lender's Property Inspection Fees \$95.00, Previous Bankruptcy Fees & Costs \$700.00, Previous Foreclosure Fees & Costs \$1,299.00, THE SUM OWING ON THE OBLIGATION SECURED BY THE TRUST DEED: \$11,580.94.**
2. Delinquent Real Property Taxes, if any.

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

•Unpaid balance is \$132,166.27 as of October 19, 2010. In addition there are attorney's fees and foreclosure costs which as of the date of this notice are estimated to be \$2,000.00. Interest, late charges and advances for the protection and preservation of the property may accrue after the date of this notice.

WHEREFORE, notice hereby is given that the undersigned trustee, David A. Weibel, on March 2, 2011 at the hour of 11:00 a.m., in accord with the standard of time established by ORS 187.110, at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by grantor of the said trust deed together with any interest which the grantor or grantor's successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time 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 payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), paying all advances authorized under the trust deed, including all costs and expenses incurred in enforcing the obligation and trust deed, and by curing any other default complained of therein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, 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.

DATED: October 26, 2010.
/s/David A. Weibel, Trustee

STATE OF WASHINGTON, ss., COUNTY OF KING

On this 26 day of October, 2010, personally appeared David A. Weibel, who acknowledged that s/he signed the within foregoing instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.
/s/Lenore E. Welsh, Notary Public for Washington, Residing at: King County, My Commission Expires: 9/26/11

I, the undersigned, certify that the foregoing is a complete and exact copy of the original trustee's notice of sale.
/s/Emlly Doherty, For Information Call: Bishop, White, Marshall & Weibel, P.S., 720 Olive Way, Suite 1301, Seattle, WA 98101, (206) 622-7527
#12921 December 15, 22, 29, 2010, January 05, 2011