

WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation
P.O. Box 22004
525 East Main Street
El Cajon, CA 92022-9004



02/07/2011 03:41:29 PM

Fee: \$152.00

1292226-09 *ANOSXR*

T.S. NO.: 1292226-09
LOAN NO.: 628461099

AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF CALIFORNIA } SS
COUNTY OF SAN DIEGO }

I, Brendan McMullen 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 California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached Notice of Sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached Notice of Sale by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit:

SEE ATTACHED

Said person(s) include the grantor in the trust deed, 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 any persons 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 TAMMY LAIRD, for CAL-WESTERN RECONVEYANCE CORPORATION, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in San Diego County, California, on September 08, 2010. Each of said notices was mailed after the Notice of Default and Election to Sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale. The additional notice required under HB3630 was mailed to grantors on or before the date the notice of sale was served or mailed via first class and certified mail with return receipt requested.


Affiant

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

SEP 29 2010

SUBSCRIBED AND SWORN to me this _____ day of _____ 20


Notary Public



Date _____

FINANCIAL STATEMENT

Loan # _____

Borrower 1 - NAME _____ SSN # _____ # of people living in house? _____

Currently Employed? (Y/N) _____ If no, date of last employment ___/___/___ Drawing Unemployment income? (Y/N) _____

If yes, date started receiving unemployment income ___/___/___ Self-employed? (Y/N) _____

If yes, is borrower combining business and personal income? (Y/N) **Name of Employer** _____

Disabled? Temporary/Permanent? (T/P) _____ If temp. Est. End date ___/___/___

Work Phone # _____ **Home Phone Number** _____ **E-mail** _____

Borrower 2 - NAME _____ SSN# _____

Currently Employed? (Y/N) _____ If no, date of last employment ___/___/___ Drawing Unemployment income? (Y/N) _____

If yes, date started receiving unemployment income ___/___/___ Self-employed? (Y/N) _____

If yes, is borrower combining business and personal income? (Y/N) **Name of Employer** _____

Disabled? Temporary/Permanent? (T/P) _____ If temp. Est. End date ___/___/___

Work Phone # _____ **Home Phone Number** _____ **E-mail** _____

FINANCIALS

Monthly Gross Employment Income _____

Less taxes _____

Less medical insurance _____

Retirement/401K/etc _____

Unemployment Data

Former Monthly Gross _____

Total Severance Pkg Value _____

Monthly Unemployment Income _____

Profit Sharing _____

Other deductions _____ (explain) _____

Rental Income _____

Disability/Social Security Income _____

Other Income _____ (explain) _____

Expenses

Monthly

Balance

Past Due? (Y/N)

Assets

Mortgage Payment _____

Taxes & Insurance if non escrowed _____

HOA Dues _____

Food (including meals outside home) _____

Utilities: Electric & heat _____

Water & Sewer _____

Telephone _____

Cable TV _____

Auto expenses: Gas _____

Insurance _____

Child Care _____

Auto loan payment(s) _____

Credit card payment(s) (#) _____

Other lien payment(s) (#) _____

Other property payment(s) _____

Student loans payment(s) _____

Medical & Dental _____

Rents Paid _____

Chapter 13 Trustee _____

Alimony & support paid to others _____

Other: _____

Balance: _____

Checking _____

Savings _____

401K/IRA _____

Vehicles: _____

owned _____

Value _____

Other Property: _____

owned _____

Value _____

of properties _____

Expires ___/___/___

How much money do you have available to contribute as a down payment towards a workout \$ _____

TRUSTEE'S NOTICE OF SALE

I CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL

BY 

Loan No: XXXXX1099
T.S. No: 1292226-09

Reference is made to that certain deed made by
HERSHEL SMITH AND RACHEL B SMITH, HUSBAND AND WIFE VESTING JOINT TENANTS
WITH RIGHTS OF SURVIVORS as Grantor to
ASPEN TITLE & ESCROW, INC. AN OREGON CORPORATION, as Trustee, in favor of

ABN AMRO MORTGAGE GROUP, INC. as Beneficiary,

dated October 16, 2002, recorded October 18, 2002, in official records of KLAMATH County, OREGON
in book/reel/volume No. MO2 at
page No. 59591-5599-A, fee/file/instrument/microfilm/reception No. XX covering the following
described real property situated in the said County and State, to-wit:

LOT 15, OLD ORCHARD MANOR IN THE CITY OF KLAMATH FALLS, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY,
OREGON.

Commonly known as:

905 WASHBURN WAY KLAMATH FALLS OR 97603

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations
secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised
Statutes: the default for which the foreclosure is made is the grantor's:
Failure to pay the monthly payment due April 1, 2010 of principal and interest and subsequent
installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary
pursuant to the terms and conditions of said deed of trust.

Monthly payment \$738.96 Monthly Late Charge \$23.95

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust
immediately due and payable, said sums being following, to-wit; The sum of \$69,310.16 together with
interest thereon at the rate of 6.000% per annum, from March 01, 2010 until paid; plus all accrued late
charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary
pursuant to the terms and conditions of the said deed of trust.

TRUSTEE'S NOTICE OF SALE

Loan No: XXXXX1099

T.S. No: 1292226-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on January 07, 2011 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at
AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY COURTHOUSE
316 MAIN STREET

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 grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.


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

Dated: August 30, 2010

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: _____



Loan No: XXXXX1099
T.S. No: 1292226-09

NOTICE TO TENANTS:

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is December 08, 2010, the name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about you rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice: If you have a low income and meet federal poverty guide-lines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

OREGON STATE BAR
16037 SW Upper Boones Ferry Road
Tigard, Oregon 97224
(503) 620-0222
(800) 452-8260
<http://www.osbar.org>

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

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:

905 WASHBURN WAY

KLAMATH FALLS OR 97603

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

The amount you would have had to pay as of August 30, 2010 to bring your mortgage loan current was \$5,503.01. 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 (866)272-4749 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:

CMI WORKOUT DEPARTMENT

1000 TECHNOLOGY DRIVE, MS 314

O FALLON MO 63368-2240

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD

IF YOU DO NOT TAKE ACTION:

Date and time: January 07, 2011 1:00pm

Place: AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY
COURTHOUSE 316 MAIN STREET

KLAMATH FALLS, Oregon

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can request that your lender give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **800-SAFENET (800-723-3638)**. You may also wish to talk to a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: <http://www.osbar.org>.

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

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at (866)272-4749 . 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: 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 September 29, 2010 WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

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

Dated: August 30, 2010

Trustee name: CAL-WESTERN RECONVEYANCE CORPORATION

Trustee signature: *Tammy Laird*

Trustee telephone number: (800) 546-1531 Ext. 8317

Trustee Sale No.: 1292226-09

TS #: 1292226-09

Loan #: 628461099

Property Address: 905 WASHBURN WAY
KLAMATH FALLS OR 97603

MODIFICATION REQUEST FORM

Pursuant to Oregon Senate Bill 628, this Modification Request Form must be completed and returned to:

CMI WORKOUT DEPARTMENT

1000 TECHNOLOGY DRIVE, MS 314

O FALLON MO 63368-2240

for receipt on or before September 29, 2010. As provided by Oregon Senate Bill 628, please complete and return this Modification Request Form and Financial Statement disclosing your current information including address, phone number and electronic e-mail address and other facts that may affect your eligibility for loan modification.

I wish to apply for a loan modification. A loan modification is a written agreement between me and the lender that permanently changes the terms of the loan. I fell behind on my mortgage payments because (hardship situation):

Signature: _____ Signature: _____

Borrower #1

Borrower #2

You must also complete and return the Financial Statement contained on the following page for your application to be processed. Pursuant to SB 628, the lender may request additional information or documentation from you after review of this Modification Request Form in order to make a determination as to your eligibility for modification.

9/27/2010 4:40:07 PM Sender: CalWestern Reconveyance
525 E Main
El Cajon CA 92020

Postal Class: First Class
Type of Mailing: Window

Affidavit Attachment: 1647813-01 000 09071332 CWR

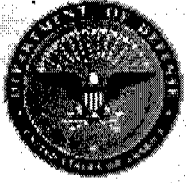
Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
11041994141046253032	1	HERSHEL SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
11041994141046253049	2	RACHEL B SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
11041994141046253056	3	HERSHEL SMITH	3712 SCHOOLER CT	KLAMATH FALLS OR 97603
11041994141046253063	4	RACHEL B SMITH	3712 SCHOOLER CT	KLAMATH FALLS OR 97603
11041994141046253070	5	Occupant(s) / Tenant(s)	905 WASHBURN WAY	KLAMATH FALLS OR 97603
11041994141046253087	6	RACHEL B SMITH	3712 SCHOOLER CT	KLAMATH FALLS OR 97603
11041994141046253094	7	RACHEL B SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
11041994141046253100	8	CITIBANK SOUTH DAKOTA NA	1450-114TH AVE ST. #240, CONIFER BUILDIN BELLEVUE WA 98004	C/O SUTTELL & ASSOCITES P.S.
11041994141046253117	9	HERSHEL SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
11041994141046253124	10	RACHEL SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
11041994141046253131	11	CITIBANK SOUTH DAKOTA NA	1450-114TH AVENUE SE, SUITE 240 BELLEVUE WA 98040	C/O PATRICK J LAYMAN
11041994141046253148	12	STATE OF OREGON JUSTICE	1162 COURT ST NE 0901854CV SALEM OR 97301-4906	ATTN: ATTORNEY GENERAL

9/27/2010 4:40:07 PM Sender: CalWestern Reconveyance
525 E Main
El Cajon CA 92020

Postal Class: Certified - Ret
Type of Mailing: Window

Affidavit Attachment: 1647813-01 000 09071332 CWR

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71041994141055331648	1	HERSHEL SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
71041994141055331655	2	RACHEL B SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
71041994141055331662	3	HERSHEL SMITH	3712 SCHOOLER CT	KLAMATH FALLS OR 97603
71041994141055331679	4	RACHEL B SMITH	3712 SCHOOLER CT	KLAMATH FALLS OR 97603
71041994141055331686	5	Occupant(s) / Tenant(s)	905 WASHBURN WAY	KLAMATH FALLS OR 97603
71041994141055331693	6	RACHEL B SMITH	3712 SCHOOLER CT	KLAMATH FALLS OR 97603
71041994141055331709	7	RACHEL B SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
71041994141055331716	8	CITIBANK SOUTH DAKOTA NA	1450-114TH AVE ST, #240, CONIFER BUILDIN BELLEVUE WA 98004	C/O SUTTELL & ASSOCITES P.S.
71041994141055331723	9	HERSHEL SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
71041994141055331730	10	RACHEL SMITH	905 WASHBURN WAY	KLAMATH FALLS OR 97603
71041994141055331747	11	CITIBANK SOUTH DAKOTA NA	1450-114TH AVENUE SE, SUITE 240 BELLEVUE WA 98040	C/O PATRICK J LAYMAN
71041994141055331754	12	STATE OF OREGON JUSTICE	1162 COURT ST NE 0901854CV SALEM OR 97301-4906	ATTN: ATTORNEY GENERAL



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
SMITH	HERSHEL	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: TLPSLAEQIH

Department of Defense Manpower Data Center

Aug-06-2010 09:08:40



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
SMITH	RACHEL	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:3OLJPRBMF5

Klamath County, Oregon
ABN AMRO MORTGAGE GROUP INC, beneficiary
HERSHEL SMITH & RACHEL B SMITH, grantor
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee
TS # 1292226-09
REF # 341697

AFFIDAVIT OF SERVICE

I hereby certify that I am a competent person 18 years of age or older and meet the requirements in the state of service, am not the beneficiary of the trustee named in the original trustee's Notice of Sale, nor the successor of either, nor an officer, director, employee of or attorney for the beneficiary or trustee, or successor of either, corporate or otherwise.

I further certify that service was made of the foregoing TRUSTEE'S NOTICE OF SALE; NOTICE TO TENANTS upon an OCCUPANT of **905 WASHBURN WY, Klamath Falls, OR 97603**, with copy(ies), as follows:

1st attempt: (date) 9/9/10 (time) 10:57 am () Posted Served

2nd attempt: (date) _____ (time) _____ () Posted () Served


3rd attempt: (date) _____ (time) _____ () Posted () Served

Posted on the property in a secure manner, in a conspicuous place, to wit: _____

Served upon an adult occupant by delivering a copy

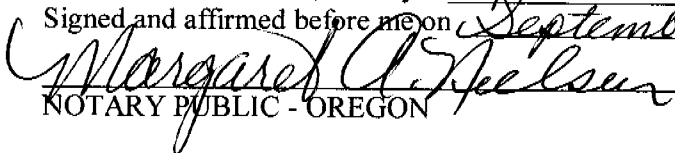
Personally to (name) Larry Ficken

Substituted to (name) Julie Ficken

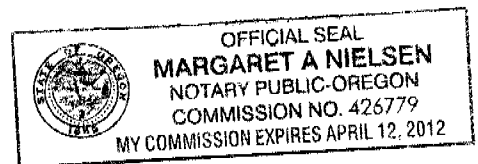


(signature)
ROBERT W. BOLENBAUGH

(print name)

STATE OF OREGON, County of Klamath
Signed and affirmed before me on September 13, 2010 (SEAL)


NOTARY PUBLIC - OREGON



CLIENT: RELIABLE POSTING & PUBLISHING REF # 341697
IPS# 66626

INTERSTATE PROCESS SERVING, INC. *PO Box 80815, Portland OR 97280* 503/452-7179
member of
Oregon Association of Process Servers
National Association of Professional Process Servers
Washington State Process Servers Association

341697

Klamath County, Oregon
ABN AMRO MORTGAGE GROUP INC, beneficiary
HERSHEL SMITH & RACHEL B SMITH, grantor
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee
TS # 1292226-09
REF # 341697

AFFIDAVIT OF MAILING

NOTICE OF SUBSTITUTED SERVICE

to: JULIE FICKEN
905 WASHBURN WY
Klamath Falls OR 97603

You are hereby notified that you have been served with a TRUSTEE'S NOTICE OF SALE; NOTICE TO TENANTS (hereafter called documents), a true copy is attached and enclosed. SUBSTITUTED SERVICE was made on 09/09/2010, at 10:57 AM by leaving a true copy of said documents with LARRY FICKEN, who is a person of suitable age and a member of your household, to-wit: 905 WASHBURN WY, Klamath Falls, OR 97603.

IPS# 66626

AFFIDAVIT OF MAILING

I certify that:

I mailed a Notice of Service, a complete copy of which appears above, together with a true copy of the documents referred to therein and attached thereto, to the person and to the address first appearing above.

The Notice set forth above, and true copies of the said documents were placed in a sealed envelope with first class postage thereon fully prepaid and deposited with the United States Post Office on 09/10/2010, addressed as aforesaid.

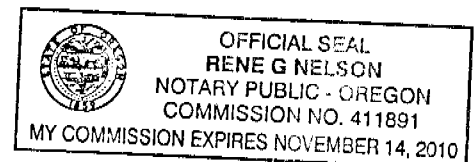
Gloria Carter

STATE OF OREGON, County of Multnomah.

Signed and attested before me on September 10, 2010 by Gloria Carter.

Rene G Nelson (SEAL)

NOTARY PUBLIC - OREGON



CLIENT RELIABLE POSTING & PUBLISHING REF # 341697
IPS# 66626

INTERSTATE PROCESS SERVING INC * P.O. Box 80815, Portland OR 97280 * 503/452-7179

341697

TRUSTEE'S NOTICE OF SALE

I CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL.

Loan No: XXXXX1099
T.S. No: 1292226-09

BY 

Reference is made to that certain deed made by
HERSHEL SMITH AND RACHEL B SMITH, HUSBAND AND WIFE VESTING JOINT TENANTS
WITH RIGHTS OF SURVIVORS as Grantor to
ASPEN TITLE & ESCROW, INC. AN OREGON CORPORATION, as Trustee, in favor of

ABN AMRO MORTGAGE GROUP, INC. as Beneficiary,

dated October 16, 2002, recorded October 18, 2002, in official records of KLAMATH County, OREGON
in book/reel/volume No. MO2 at
page No. 59591-5599-A, fee/file/instrument/microfilm/reception No. XX covering the following
described real property situated in the said County and State, to-wit:

LOT 15, OLD ORCHARD MANOR IN THE CITY OF KLAMATH FALLS, ACCORDING TO THE
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY,
OREGON.

Commonly known as:

905 WASHBURN WAY KLAMATH FALLS OR 97603

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations
secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised
Statutes: the default for which the foreclosure is made is the grantor's:
Failure to pay the monthly payment due April 1, 2010 of principal and interest and subsequent
installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary
pursuant to the terms and conditions of said deed of trust.

Monthly payment \$738.96 Monthly Late Charge \$23.95

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust
immediately due and payable, said sums being following, to-wit; The sum of \$69,310.16 together with
interest thereon at the rate of 6.000% per annum, from March 01, 2010 until paid; plus all accrued late
charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary
pursuant to the terms and conditions of the said deed of trust.

TRUSTEE'S NOTICE OF SALE

Loan No: XXXXX1099
T.S. No: 1292226-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on January 07, 2011 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at
AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY COURTHOUSE
316 MAIN STREET

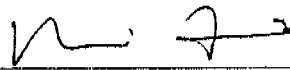
City of KLAMATH FALLS, County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

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

Dated: August 30, 2010

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By:  _____

Loan No: XXXXX1099
T.S. No: 1292226*09

NOTICE TO TENANTS:

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is December 08, 2010. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.

You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice: If you have a low income and meet federal poverty guide-lines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

OREGON STATE BAR
16037 SW Upper Boones Ferry Road
Tigard, Oregon 97224
(503) 620-0222
(800) 452-8260
<http://www.osbar.org>

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

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 # 12727

Trustee's Notice of Sale

Smith

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:

September 30, October 07, 14, 21, 2010

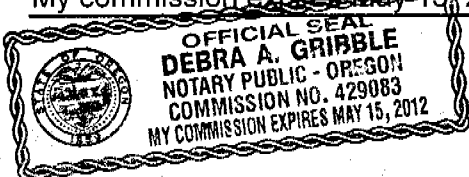
Total Cost: \$1,269.87

Subscribed and sworn by Jeanine P Day

before me on: October 21, 2010

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012



TRUSTEE'S NOTICE OF SALE
Loan No: xxxxx1099 T.S. No.: 1292226-09.

Reference is made to that certain deed made by Hershel Smith and Rachel B Smith, Husband And Wife Vesting Joint Tenants With Rights Of Survivors, as Grantor to Aspen Title & Escrow, Inc. An Oregon Corporation, as Trustee, in favor of Abn Amro Mortgage Group, Inc., as Beneficiary, dated October 16, 2002, recorded October 18, 2002, in official records of Klamath, Oregon in book/reel/volume No. mo2 at page No. 59591-5599-a, fee/file/instrument/microfilm/reception No. xx covering the following described real property situated in said County and State, to-wit: Lot 15, old orchard manor in the city of Klamath Falls, according to the official plat thereof on file in the Office of the Clerk of Klamath County, Oregon. Commonly known as: 900 Washburn Way Klamath Falls, OR 97603.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's: Failure to pay the monthly payment due April 1, 2010 of principal and interest and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust. Monthly payment \$738.96 Monthly Late Charge \$23.95.

By this reason of said default the beneficiary has declared all obligations secured by said Deed of Trust immediately due and payable, said sums being the following, to-wit: The sum of \$69,310.16 together with interest thereon at 6.000% per annum from March 01, 2010 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary pursuant to the terms and conditions of the said deed of trust.

Whereof, notice hereby is given that Col Western Recorp

and conditions of the said deed of trust.

Whereof, notice hereby is given that, Cal-Western Reconveyance Corporation the undersigned trustee will on January 07, 2011 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, At the main street entrance to Klamath County Courthouse, 316 Main Street, 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 had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation of trust deed, at any time prior to five days before the date last set for sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" includes their respective successors in interest, if any. Dated: August 30, 2010. **NOTICE TO TENANTS:** If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement. If you do not have a fixed-term lease, the purchaser

quire you to move out after giving you notice of the requirement. If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale. If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out. To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The date that is 30 days before the date of the sale is December 08, 2010, the name of the trustee and the trustee's mailing address are listed on this notice. Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law. You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so. If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice: If you have a low income and meet federal poverty guide-lines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice. OREGON STATE BAR 16037 SW Upper Boones Ferry Road Tigard, Oregon 97224 (503) 620-0222 (800) 452-8260 <http://www.osbar.org> Directory of Legal Aid Programs: <http://www.oregonlawhelp.org> Cal-Western Reconveyance Corporation 525 East Main Street P.O. Box 22004 El Cajon Ca 92022-9004 Cal-Western Reconveyance Corporation Signature/By: Tammy Laird R-341697 09/30, 10/07, 10/14, 10/21. #12727 September 30, October 07, 14, 21, 2010.

Affidavit of Compliance with SB 628 of 2009 and HB 3610 of 2010

Loan No: 628461099

TS#: 1292226-09

Borrower name(s): HERSHEL SMITH AND RACHEL B SMITH, HUSBAND AND WIFE
VESTING JOINT TENANTS WITH RIGHTS OF SURVIVORS

Property Address: 905 WASHBURN WAY
KLAMATH FALLS OR 97603

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that a person with authority to modify Borrower's loan took the following action prior to the foreclosure sale (select all that apply):

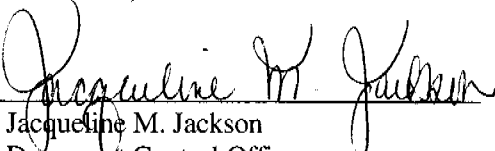
- No request for a meeting or loan modification was received from the Borrower.
- The Borrower requested a meeting by telephone or in person within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The beneficiary or beneficiary's authorized agent contacted the Borrower by the methods requested by the Borrower within 45 days of receiving the loan modification request, but the Borrower did not respond within 7 days of contact.
- The Borrower requested a meeting by telephone or in person within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The beneficiary or beneficiary's authorized agent contacted the Borrower by phone or in person and met with the Borrower prior to making a decision on loan modification.
- The Borrower requested a loan modification within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The loan modification request was evaluated in good faith within 45 days of receipt. **After considering the most current financial information the Borrower provided**, the beneficiary or beneficiary's agent determined that Borrower is ineligible for a loan modification. The Borrower was provided with a written notification that the Borrower is ineligible for a loan modification that included either (a) an explanation of how the beneficiary or the beneficiary's agent calculated that the Borrower was not eligible for a loan modification; or (b) the information specified for a borrower notice in Supplemental Directive 09-08 issued by the United States Department of the Treasury under the Helping Families Save Their Homes Act of 2009.
- The Borrower requested a loan modification within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The loan modification request was evaluated in good faith within 45 days of receipt, and the loan modification was denied. The Borrower was provided with a written notification that the Borrower is ineligible for a loan modification that included either (a) an explanation of how the beneficiary or the beneficiary's agent calculated that the Borrower was not eligible for a loan modification; or (b) the information specified for a borrower notice in Supplemental Directive 09-08 issued by the United States Department of the Treasury under the Helping Families Save Their Homes Act of 2009.
- The Borrower requested a loan modification within 30 days of the date the Trustee signed the notice and sent the Loan Modification Request Form. The loan modification request was

evaluated in good faith within 45 days of receipt, but Borrower failed to provide information as required.

- [] A loan modification was entered, but Borrower failed to comply with its terms.
- [] The Borrower requested a loan modification, but did not send the Loan Modification Request Form. The beneficiary or beneficiary's authorized agent contacted the Borrower by the methods requested by the Borrower, but the Borrower did not respond within 7 days of contact.
- [] The Borrower requested a loan modification, **but did not send the Loan Modification Request Form**. The loan modification request was evaluated in good faith. After considering the most current financial information the Borrower provided, the beneficiary or beneficiary's agent determined that Borrower is ineligible for a loan modification. The Borrower was provided with a written notification that the Borrower is ineligible for a loan modification that included a description of the basis for the beneficiary's determination and an explanation of the reasons why the Borrower was not eligible.
- [] The Borrower requested a loan modification, but did not send the Loan Modification Request Form. The loan modification request was evaluated, but Borrower failed to provide information as required.

DATED: **January 28th, 2011**

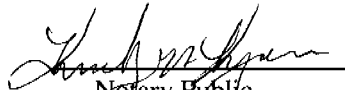
CITIMORTGAGE, INC.



Jacqueline M. Jackson
Document Control Officer

STATE OF MISSOURI
COUNTY OF ST. CHARLES

SUBSCRIBED AND SWORN to me this 28th day of January, 2011.



Notary Public

KIMBERLY M. KNICKMEYER.
Notary Public - Notary Seal
State of Missouri
St. Charles County
Commission # 10008911
My Commission Expires August 22, 2014