

NWC 87677

2011-002985

Klamath County, Oregon



00098230201100029850160164

03/02/2011 11:38:54 AM

Fee: \$112.00

**RECORDING COVER SHEET**

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

**After Recording, Return To:**

Hershner Hunter  
180 East 11<sup>th</sup> Avenue  
Eugene, OR 97401

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

Affidavit of Mailing of Amended Notice of Sale

**2. Direct Party (Grantor):**

Monte J. Ensign  
Brandi L. Ensign

**3. Indirect Party (Grantee):**

**4. True and Actual Consideration Paid:**

**5. Legal Description:**

See attached

Unofficial Copy

112AWJ

AFFIDAVIT OF MAILING OF AMENDED NOTICE OF SALE

STATE OF OREGON            )  
  ) ss.  
COUNTY OF LANE            )

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

1. I am the Successor Trustee of the Trust Deed described in the attached Amended Trustee's Notice of Sale After Relief From Stay.

2. I served the attached Amended Trustee's Notice of Sale After Relief From Stay upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on February 28, 2011:

Occupant  
12798 Overland Drive  
Klamath Falls OR 97603

Brandi Ensign  
280 Crestdale Way  
Klamath Falls OR 97603

Monte Ensign  
12798 Overland Drive  
Klamath Falls OR 97603

Cedar Trails Home Owners Association, Inc.  
c/o Angela Clements, Registered Agent  
13455 Cedar Trails  
Klamath Falls OR 97603

Brandi Ensign  
12798 Overland Drive  
Klamath Falls OR 97603

Midland Funding, LLC  
c/o Corporation Service Company  
285 Liberty St NE  
Salem OR 97301

Monte Ensign  
P.O. Box 1827  
Klamath Falls OR 97601

Midland Funding, LLC  
c/o Daniel N. Gordon, P.C.  
4023 W 1st Avenue  
Eugene OR 97402

Brandi Ensign  
P.O. Box 1827  
Klamath Falls OR 97601

Monte Ensign  
280 Crestdale Way  
Klamath Falls OR 97603

Midland Funding, LLC  
c/o Daniel N. Gordon, P.C.  
P.O. Box 22338  
Eugene OR 97402

Midland Funding, LLC  
c/o Lindsay Wostmann  
4023 W 1st Avenue  
Eugene OR 97402

Fred Long, Trustee  
P.O. Box 467  
Eugene OR 97440

Midland Funding, LLC  
c/o Lindsay Wostmann  
P.O. Box 22338  
Eugene OR 97402

U.S. Trustee  
405 E. 8th Avenue, #110  
Eugene OR 97401

Karen M. Oakes  
6502 S. 6th Street  
Klamath Falls OR 97603

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

\_\_\_\_\_  
NANCY K. CARY

Signed and sworn to before me on February 28, 2011, by NANCY K. CARY.



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

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

TO:

### AMENDED TRUSTEE'S NOTICE OF SALE AFTER RELIEF FROM STAY

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

1. PARTIES:  
Grantor: MONTE J ENSIGN AND BRANDI L ENSIGN  
Trustee: AMERITITLE  
Successor Trustee: Nancy K. Cary  
Beneficiary: COUNTRYWIDE BANK, FSB
2. RECORDING. The Trust Deed was recorded as follows:  
Date Recorded: March 4, 2008  
Recording No. 2008-002799  
Official Records of Klamath County, Oregon
3. DESCRIPTION OF PROPERTY: The real property is described as follows:  
  
As described on the attached Exhibit A.
4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A payment of \$1,259.62 for the month of December 2009, plus regular monthly payments of \$1,262.00 each, due the first of each month, for the months of January 2010 through February 2011; plus late charges and advances; plus any unpaid real property taxes, plus interest.
5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$187,518.92; plus interest at the rate of the rate of 5.1250% per annum from November 1, 2009; plus late charges of \$459.91; plus advances and foreclosure attorney fees and costs.
6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.
7. The Notice of Default and original Notice of Sale stated that the sale would be held on October 21, 2010 at 11:00 a.m., at Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon. The original sale proceedings were stayed by order of the Bankruptcy Court and the stay was terminated on February 23, 2011.
8. TIME OF SALE.  
Date: March 24, 2011  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon
9. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due, other than such portion of the principal as would not then be due had no default occurred, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in

enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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#### NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 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 January 25, 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 your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

DATED: February 28, 2011.

*/s/ Nancy K. Cary*

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Nancy K. Cary, Successor Trustee  
HERSHNER HUNTER, LLP  
P.O. Box 1475  
Eugene, OR 97440

(TS #07754.30288)

FAIR DEBT COLLECTION PRACTICES ACT NOTICE  
This communication is from a debt collector.

**EXHIBIT A**

Lot 9, Block 1 Tract No. 1083, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.


TOGETHER WITH an undivided 1/3 interest in well, pump and pumphouse on Lot 8 and access to said well as more fully described in instrument recorded July 2, 1979 in Book M79, page 15629, Microfilm Records of Klamath County, Oregon.

Unofficial  
Copy

February 23, 2011

Clerk, U.S. Bankruptcy Court

Below is an Order of the Court.



FRANK R. ALLEY  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF OREGON

In re  
**Monte Jerome Ensign**  
**Brandi Larissa Ensign**

) Case No. 11-60223-fra13  
 )  
 ) ORDER, DRAFTED ON: 02/21/11  
 ) RE: RELIEF FROM (Check ALL that apply):  
 )  DEBTOR STAY  CODEBTOR STAY  
 ) CREDITOR: Siuslaw Bank  
 ) CODEBTOR: \_\_\_\_\_

Debtor(s)

The undersigned, Patrick W. Wade, whose address is Hershner Hunter LLP, P O Box 1475 Eugene, OR 97440, Email address is hhecfb@hershnerhunter.com,  
 Phone No. is 541-686-8511, and any OSB # is 843725, presents this Order based upon:

- The completed Stipulation of the parties located at the end of this document.
- The oral stipulation of the parties at the hearing held on \_\_\_\_\_.
- The ruling of the court at the hearing held on \_\_\_\_\_.
- Creditor certifies any default notice required by pt. 5 of the Order re: Relief from Stay entered on \_\_\_\_\_ was served, and that debtor has failed to comply with the conditions of that order.
- Creditor certifies that no response was filed within the response period plus 3 days to the Motion for Relief from Stay that was filed on 02/01/11 and served on 02/01/11.

**IT IS ORDERED** that, except as provided in pt. 4 below, the stay existing pursuant to 11 USC §362(a) shall remain in effect as to the property described below (hereinafter "the property"):

Personal property described as (e.g., 2001 Ford Taurus):

Real property located at (i.e., street address):  
**12798 Overland Drive, Klamath Falls, OR 97601**

[Optional UNLESS In Rem Relief Granted] Exhibit A attached hereto is the legal description of the property.

IT IS FURTHER ORDERED that the stay is subject to the conditions marked below:

1. Regular Payment Requirements.

a. Debtor(s) shall deliver regular monthly payments in the amount of \$ \_\_\_\_\_ commencing \_\_\_\_\_ to Creditor at the following address:

b. The Chapter 13 trustee shall immediately pay and disburse to Creditor the amount of \$ \_\_\_\_\_ per month from funds paid to the trustee by Debtor(s), and continue each month until the plan is confirmed, at which time the plan payment terms shall control. Payments made by the trustee under this order shall be deemed to be payments under the plan for purposes of the trustee's collection of percentage fees.

c. Debtor(s) shall pay to the trustee any and all payments required to be paid under the terms of the Chapter 13 plan.

2. Cure Payment Requirements. Debtor(s) shall cure the post-petition default of \$ \_\_\_\_\_ consisting of

(e.g., \$ \_\_\_\_\_ in payments and \$ \_\_\_\_\_ in late charges for April - June, 2002), as follows:

a. In equal monthly installments of \$ \_\_\_\_\_ each, commencing \_\_\_\_\_ and continuing thereafter through and including \_\_\_\_\_.

b. By paying the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_, and the sum of \$ \_\_\_\_\_ on or before \_\_\_\_\_.

c. Other (describe):

3. Insurance Requirement(s). Debtor shall maintain insurance on the property at all times as required by the security agreement, naming \_\_\_\_\_ as the loss payee.

On or before \_\_\_\_\_ Debtor(s) shall provide counsel for Creditor with proof of insurance.

4. Stay Relief and Codebtor Stay Relief without Cure Opportunity.

a. Upon default in the conditions in pt(s). \_\_\_\_\_ Creditor may file and serve a certificate of non-compliance specifying the default, together with a proposed order terminating the stay to allow Creditor to foreclose on, and obtain possession of, the property to the extent permitted by applicable nonbankruptcy law, which the Court may grant without further notice or hearing.

b. The stay is terminated to allow Creditor to foreclose on, and obtain possession of, the property to the extent permitted by applicable nonbankruptcy law, provided that a foreclosure sale shall not occur prior to \_\_\_\_\_.

c. Creditor is granted relief from stay effective \_\_\_\_\_ to foreclose on, and obtain possession of, the property, to the extent permitted by applicable nonbankruptcy law.

d. Creditor is granted relief from stay to foreclose on, and obtain possession of, the property, to the extent permitted by applicable nonbankruptcy law.

e. If a Creditor with a senior lien on the property is granted relief from stay, Creditor may file and serve a certificate identifying the senior lien holder and a proposed order terminating the stay, which the Court may grant without further notice or hearing.

f. Creditor is granted relief from stay to \_\_\_\_\_

g. Creditor is granted "in rem" relief from stay with respect to the real property described above and in Exhibit A. This order shall be binding in any other case filed under 11 USC purporting to affect such real property filed not later than two (2) years after the date of the entry of this order unless the bankruptcy court in the subsequent case grants relief from this order. Any governmental unit that accepts notices of interests or liens in real property shall accept a certified copy of this order for indexing and recording.

h. Creditor is granted relief from the codebtor stay, as it applies to the codebtor(s) named in the caption above, to enforce the terms of the contract and collect the deficiency balance.

5. **Stay Relief with Cure Opportunity.** Upon default in the checked condition(s) in pt(s). 1 - 3, Creditor shall serve written notice of default on  Debtor(s) and  Attorney for Debtor(s) that gives Debtor(s) \_\_\_\_\_ calendar days after the mailing of the notice to cure the default. If Debtor(s) fails to cure the default in accordance with this paragraph, then Creditor shall be entitled to submit a proposed order terminating the stay, which the Court may grant without further notice or hearing.

a. The notice of default may require that Debtor(s) make any payment(s) that becomes due between the date the notice of default is mailed and before the cure deadline.

b. The notice of default may require Debtor(s) to pay \$ \_\_\_\_\_ for the fees and costs of sending the notice.

c. Only \_\_\_\_\_ notices of default and opportunity to cure are required per  year (calculated from date of entry of this order),  during the remainder of this case, or  (describe):

6. **Amended Proof of Claim.** Creditor shall file an amended proof of claim to recover all accrued post-petition attorney fees and costs and (describe):

7. **Miscellaneous Provisions.**

a. If Creditor is granted relief from stay, the 14-day stay provided by Fed. Rule Bankr. Proc. 4001(a) shall be waived.

b. Any notice that Creditor's counsel shall give to Debtor(s)/Codebtor, or attorney for Debtor(s)/Codebtor, pursuant to this order shall not be construed as a communication under the Fair Debt Collection Practices Act, 15 USC §1692.

8. A final hearing on Creditor's motion for relief from stay shall be held on \_\_\_\_\_ at \_\_\_\_\_ in \_\_\_\_\_.

9. Other:

PRESENTED, AND CERTIFIED, BY:

###

/s/ Patrick W. Wade

IT IS SO STIPULATED:

Creditor's Attorney:

Debtor(s)'s Attorney:

Name: \_\_\_\_\_  
OSB#: \_\_\_\_\_

Name: \_\_\_\_\_  
OSB#: \_\_\_\_\_

NO OBJECTION TO ORDER BY CASE TRUSTEE:

Codebtor's Attorney:

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

Name: \_\_\_\_\_  
OSB#: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that on February 21, 2011 the foregoing **ORDER GRANTING RELIEF FROM STAY** was served on the parties listed below by:  depositing in the United States mail at Eugene, Oregon, enclosed in a sealed envelope, with postage paid;  electronic filing; \_\_\_\_\_ sending via facsimile machine to each person(s) fax number of record; \_\_\_\_\_ delivering by messenger, and addressing as follows:

Name and address  
Monte Jerome Ensign  
Brandi Larissa Ensign  
P.O. Box 1827  
Klamath Falls, OR 97601  
Debtors

Service method  
First Class Mail

Karen M. Oakes  
6502 S. 6<sup>th</sup> Street  
Klamath Falls, OR 97603  
Debtors' attorney

Electronic Filing

Fred Long  
Trustee  
POB 467  
Eugene, OR 97440  
Trustee

Electronic Filing

US Trustee, Eugene  
405 E. 8<sup>th</sup> Ave. #1100  
Eugene, OR 97401-2706

Electronic Filing

HERSHNER HUNTER, LLP

*/s/Patrick W. Wade*

By \_\_\_\_\_  
Patrick W. Wade, OSB No. 843725  
Of Attorneys for Siuslaw Bank

**FAIR DEBT COLLECTION  
PRACTICES ACT NOTICE**

This communication is from a debt collector.

SECOND AFFIDAVIT OF MAILING OF AMENDED NOTICE OF SALE

STATE OF OREGON        )  
  ) ss.  
COUNTY OF LANE        )

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

1. I am the Successor Trustee of the Trust Deed described in the attached Amended Trustee's Notice of Sale After Relief From Stay.

2. I served the attached Amended Trustee's Notice of Sale After Relief From Stay upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on February 28, 2011:

Gorilla Capital, Inc.  
c/o John Helmick  
1400 High Street, Suite B-2  
Eugene OR 97401

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

\_\_\_\_\_  
NANCY K. CARY

Signed and sworn to before me on February 28, 2011, by NANCY K. CARY.



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

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

TO:

### AMENDED TRUSTEE'S NOTICE OF SALE AFTER RELIEF FROM STAY

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1. PARTIES:  
Grantor: MONTE J ENSIGN AND BRANDI L ENSIGN  
Trustee: AMERITITLE  
Successor Trustee: Nancy K. Cary  
Beneficiary: COUNTRYWIDE BANK, FSB
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Date Recorded: March 4, 2008  
Recording No. 2008-002799  
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3. DESCRIPTION OF PROPERTY: The real property is described as follows:  
  
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enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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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.

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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.

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

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

DATED: February 28, 2011.

*/s/ Nancy K. Cary*

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Nancy K. Cary, Successor Trustee  
HERSHNER HUNTER, LLP  
P.O. Box 1475  
Eugene, OR 97440

(TS #07754.30288)

FAIR DEBT COLLECTION PRACTICES ACT NOTICE  
This communication is from a debt collector.

**EXHIBIT A**

Lot 9, Block 1 Tract No. 1083, CEDAR TRAILS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER WITH an undivided 1/3 interest in well, pump and pumphouse on Lot 8 and access to said well as more fully described in instrument recorded July 2, 1979 in Book M79, page 15629, Microfilm Records of Klamath County, Oregon.

Unofficial  
Copy