

1st 1713108

2011-08692
Klamath County, Oregon

After recording return to:

T.D. SERVICE COMPANY
1820 East First Street, Suite 210
Santa Ana, CA 92705



00105201201100086920060061

07/27/2011 03:30:00 PM

Fee: \$62.00

T.S. No: L526630 OR
Loan No: SHASTA NUR

5326302 AFFIDAVIT OF COMPLIANCE WITH Ch. 864 (2009 Oregon Laws)

STATE OF California, County of Shasta) ss:

I, Roger Loftus being first duly sworn, depose, and say that am employed by
Roger Loftus and Thomas Loftus (hereinafter "beneficiary") and I am familiar
with the records and files kept by beneficiary with respect to the above mentioned loan where the grantor(s)
name(s) is/are SHASTA NURSERY, INC. :

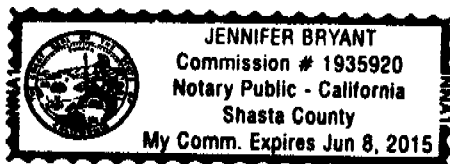
- ☒ Beneficiary did not receive a Modification Request Form from the grantor(s) within the
time specified in Chapter 864 (2009 Oregon Laws); or
☐ Beneficiary received a timely Modification Request Form from the grantor(s)
on _____

If beneficiary received a timely Modification Request Form, within 45 days of receipt
of the Modification Request Form (check all that apply):

- ☐ Beneficiary or beneficiary's agent reviewed the information submitted by grantor(s), and
notified the grantor(s) that the beneficiary denied the request for modification of the loan.
☐ Beneficiary or beneficiary's agent notified the grantor(s) that the beneficiary has denied the
request for modification of the loan and the beneficiary or the beneficiary's agent has provided the
grantor(s) with the information described in Section (1)(b) or (c) of this subsection.
☐ Beneficiary or beneficiary's agent requested grantor(s) provide additional information
needed to determine whether the loan could be modified.
☐ If timely requested by the grantor(s), the beneficiary or beneficiary's agent met with
the grantor(s) in person or spoke to the grantor(s) by telephone before the beneficiary
or beneficiary's agent responded to the grantor(s) request to modify the loan.
The person representing the beneficiary or the beneficiary's agent who met or spoke with
grantor(s) had or was able to obtain authority to modify the loan.
☐ The grantor(s) did not respond to the beneficiary within seven business days of the
date the beneficiary or the beneficiary agent attempted to contact the grantor(s)
to schedule a meeting in person or by telephone.
☐ The beneficiary has previously considered the current financial information provided
by the grantor(s), and has in good faith determined that the grantor(s) is not eligible
for a modification of this loan. The beneficiary has informed the grantor(s) that the
grantor(s) is not eligible for a modification of this loan.
☐ Other action taken: _____

By: Roger Loftus *Roger Loftus*

Subscribed and sworn to before me on July 21, 2011 by ROGER LOFTUS
(name of affiant).



Jennifer Bryant
Notary Public for Shasta County

Reference number: 2007-019834

AFFORNOS

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

Space above this line for recorder's use

OREGON TRUSTEE'S NOTICE OF SALE



T.S. No: L526630 OR Unit Code: L Loan No: SHASTA NUR
AP #1: R 4112-02300 AP #2: R 4112-01400
Title #: 5326362

Reference is made to that certain Trust Deed made by SHASTA NURSERY, INC. as **Grantor**, to FIRST AMERICAN TITLE INSURANCE COMPANY as **Trustee**, in favor of ROGER A. LOFTUS, THOMAS J. LOFTUS as **Beneficiary**.

Dated November 7, 2007, Recorded November 23, 2007 as Instr. No. 2007-019834 in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County; OREGON

covering the following described real property situated in said county and state, to wit:
SEE ATTACHED EXHIBIT

Both the beneficiary and the trustee have elected to sell the said real property. The property will be sold to satisfy the obligations secured by said Trust Deed and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is Grantor's failure to pay when due, the following sums:

22 PYMTS FROM 07/07/09 TO 04/07/11 @ 27,755.13	\$610,612.86
22 L/C FROM 07/17/09 TO 04/17/11 @ 2,775.51	\$61,061.22
SUMS ADVANCED BY THE BENEFICIARY	\$10,192.19
 Sub-Total of Amounts in Arrears:	 \$681,866.27

Together with any default in the payment of recurring obligations as they become due.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and Trust Deed, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

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T.S. No: L526630 OR Unit Code: L Loan No: SHASTA NUR

The street or other common designation if any, of the real property described above is purported to be :
33600 HIGHWAY 50, MALIN, OR 97632

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

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: Principal \$1,616,415.38, together with interest as provided in the note or other instrument secured from 07/06/09, and such other costs and fees are due under the note or other instrument secured, and as are provided by statute.

WHEREFORE, notice is hereby given that the undersigned trustee will, on September 12, 2011, at the hour of 10:00 A.M. in accord with the Standard Time, as established by ORS 187.110, INSIDE THE MAIN LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH FALLS , County of KLAMATH, State of OREGON, (which is the date, time and place set for said sale) 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 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 expenses of sale, including a reasonable charge by the trustee.

Notice is further given that the right exists under O.R.S.86.753, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by paying the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of in the Notice of Default, that is capable of being cured by tendering the performance required under the obligation of the 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.

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T.S. No: L526630 OR Unit Code: L Loan No: SHASTA NUR

It will be necessary for you to contact the undersigned prior to the time you tender reinstatement or payoff so that you may be advised of the exact amount, including trustee's costs and fees, that you will be required to pay. Payment must be in the full amount in the form of cashier's or certified check.

The effect of the sale will be to deprive you and all those who hold by, through and under you of all interest in the property described above.

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

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If available, the expected opening bid and/or postponement information may be obtained by calling the following telephone number(s) on the day before the sale: (714) 480-5690 or you may access sales information at www.tacforeclosures.com/sales

DATED: May 03, 2011

CHRISTOPHER C. DORR, LLC, OSBA # 992526

By 
CHRISTOPHER C. DORR, ATTORNEY AT LAW

DIRECT INQUIRIES TO:
T.D. SERVICE COMPANY
FORECLOSURE DEPARTMENT
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988
(800) 843-0260

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

In Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Section 14: Lots 1 and 2 and the SE1/4 SW1/4; EXCEPTING right of way for Adams Canal; FURTHER EXCEPTING all that portion of the SE1/4 SW1/4 lying Easterly of the United States Reclamation Service right of way; AND FURTHER EXCEPTING the following Parcel:

Beginning at the Northwest corner of said Government Lot 1, said point being in the centerline of the County Road; thence Easterly along the North line of said Government Lot 1 and along the centerline of the County Road a distance of 179 feet; thence Southerly parallel with the West line of said Government Lot 1 a distance of 390 feet; thence Westerly parallel with the North line of said Government Lot 1 a distance of 179 feet to the West line of said Government Lot 1; thence Northerly along the West line of said Government Lot 1 a distance of 390 feet, more or less, to the point of beginning.

PARCEL 2:

In Township 41 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Section 23: Lots 1, 2, 3, 4, 5 and 6, NW1/4 NW1/4; EXCEPT that portion of Lots 2 and 5 lying within the North 30 acres of said Lots 2 and 5; AND FURTHER EXCEPTING that portion of Lots 3 and 4 lying within the SE1/4 NE1/4.

Tax Parcel Number: R111658 and R109956

T.S. No: L526630 OR

Loan#: SHASTA NUR

Free legal assistance:

Oregon Law Center

Portland: (503) 473-8329

Coos Bay: 1-800-303-3638

Ontario: 1-888-250-9877

Salem: (503) 485-0696

Grants Pass: (541) 476-1058

Woodburn: 1-800-973-9003

Hillsboro: 1-877-726-4381

<http://www.oregonlawcenter.org/>

and Oregon Law Help Site (providing more information and a directory of legal aid programs)

<http://oregonlawhelp.org/OR/index.cfm>

and Oregon State Bar Lawyer Referral Service

503-684-3763 or toll-free in Oregon at 800-452-7636

<http://www.osbar.org>

<http://www.osbar.org/public/ris/ris.html#referral>

and information on federal loan modification programs at:

<http://www.makinghomeaffordable.gov/>