

2011-010467

Klamath County, Oregon



00107444201100104670260261

09/16/2011 03:15:48 PM

Fee: \$172.00

MITC89733

AFTER RECORDING RETURN TO:

CAL WESTERN RECONVEYANCE CORPORATION  
525 EAST MAIN STREET  
EL CAJON, CA 92020

AFFIDAVIT OF MAILING NOTICE OF SALE

TRUSTEE'S NOTICE OF SALE

MILITARY STATUS

AFFIDAVIT OF PUBLICATION

AFFIDAVIT OF COMPLIANCE WITH OREGON SB 628

ORDER NO: 110071265

ORIGINAL GRANTOR: scott, tony

BENEFICIARY: PNC Bank

DEED OF TRUST: m05-68320

FILE NO. 1317055-09

LOAN# N/A

142 HLT

WHEN RECORDED MAIL TO:

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

\*1317055-09\* \*ANOSXR\*

T.S. NO.: 1317055-09

LOAN NO.: 0004388326

## AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF CALIFORNIA } SS  
COUNTY OF SAN DIEGO }

I, Clifton McBride 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.

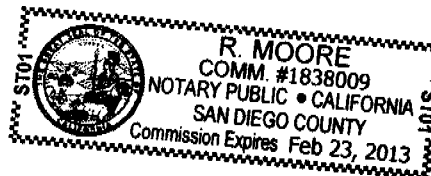
Each of the notices so mailed was certified to be a true copy of the original notice of sale by TAMMY LAIRD, for CAL-WESTERN RECONVEYANCE CORPORATION, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in San Diego County, California, on March 21, 2011. 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.

Clifton McBride  
Affiant

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

SUBSCRIBED AND SWORN to me this MAR 22 2011 day of \_\_\_\_\_, 20\_\_\_\_

R. Moore  
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 \_\_\_\_\_

Rental Income \_\_\_\_\_

Disability/Social Security Income \_\_\_\_\_

Other deductions \_\_\_\_\_ (explain) \_\_\_\_\_

Other Income \_\_\_\_\_ (explain) \_\_\_\_\_

**Expenses****Monthly****Balance****Past Due? (Y/N)****Assets**

Mortgage Payment \_\_\_\_\_

Taxes &amp; Insurance if non escrowed \_\_\_\_\_

HOA Dues \_\_\_\_\_

Food (including meals outside home) \_\_\_\_\_

Utilities: Electric &amp; heat \_\_\_\_\_

Water &amp; Sewer \_\_\_\_\_

Telephone \_\_\_\_\_

Cable TV \_\_\_\_\_

Auto expenses: Gas \_\_\_\_\_

Insurance \_\_\_\_\_

Child Care \_\_\_\_\_

Auto loan payments(s) \_\_\_\_\_

Credit card payment(s) (#) \_\_\_\_\_

Other lien payment(s) (#) \_\_\_\_\_

Other property payment(s) \_\_\_\_\_

Student loans payment(s) \_\_\_\_\_

Medical &amp; Dental \_\_\_\_\_

Rents Paid \_\_\_\_\_

Chapter 13 Trustee \_\_\_\_\_

Alimony &amp; 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

Loan No: XXXXXX8326  
T.S. No: 1317055-09

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

BY   
NAOMI FEISTEL

Reference is made to that certain deed made by  
TONY B SCOTT AND KATHY SCOTT HUSBAND AND WIFE as Grantor to  
FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of

NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA as  
Beneficiary,

dated November 01, 2005, recorded November 04, 2005, in official records of KLAMATH County,  
OREGON in book/reel/volume No. XX at  
page No. XX, fee/file/instrument/microfilm/reception No. M05-68320 covering the following described  
real property situated in the said County and State, to-wit:

LOT 39 IN BLOCK 32 OF KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO.  
2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK  
OF KLAMATH COUNTY, OREGON.

Commonly known as:

8309 GROUND SQUIRREL DR BONANZA OR 97623

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 February 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 \$983.61      Monthly Late Charge \$35.71

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 \$113,875.98 together with  
interest thereon at the rate of 5.875% per annum, from January 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: XXXXXX8326

T.S. No: 1317055-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on June 29, 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 paying the entire amount then due, together with the costs, trustee's fees and attorney's fees and by curing any other default complained of in the Notice of Default, at any time not later than 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: February 21, 2011

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

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: \_\_\_\_\_



### **NOTICE TO RESIDENTIAL TENANTS:**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 29, 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 A 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 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 May 30, 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 for you for any deposit or prepaid rent you paid your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

OREGON STATE BAR  
16037 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:**

8309 GROUND SQUIRREL DR

BONANZA OR 97623

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 February 21, 2011 to bring your mortgage loan current was \$17,126.80. 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 (877)626-2873 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:

LOSS MITIGATION DEPT

ATTN: CENTRAL RECEIPTS -LOSS MIT-BLDG 7

3232 NEWMARK DRIVE

MIAMISBURG OH 45342

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD**

**IF YOU DO NOT TAKE ACTION:**

Date and time: June 29, 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 (877)626-2873. 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.

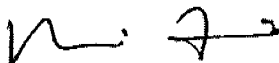
You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your 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](http://www.makinghomeaffordable.gov)

**IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THE FORM BY March 23, 2011 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: February 21, 2011

Trustee name: CAL-WESTERN RECONVEYANCE CORPORATION

Trustee signature:  \_\_\_\_\_

Naomi Feistel

Trustee telephone number: (800) 546-1531 x.3623

Trustee Sale No.: 1317055-09

TS #: 1317055-09

Loan #: 0004388326

Property Address: 8309 GROUND SQUIRREL DR  
BONANZA OR 97623

**MODIFICATION REQUEST FORM**

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

LOSS MITIGATION DEPT

ATTN: CENTRAL RECEIPTS -LOSS MIT-BLDG 7

3232 NEWMARK DRIVE

MIAMISBURG OH 45342

for receipt on or before March 23, 2011. 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.

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: First Class

Type of Mailing: NOS MAILING

Affidavit Attachment: 1752675-01 000 10320930 CWR

Postal Number Sequence Recipient Name

11969002484006499121

1 TONY B SCOTT

Address Line 1/3

8309 GROUND SQUIRREL DR

Address Line 2/4

BONANZA OR 97623

11969002484006499145

2 KATHY SCOTT

8309 GROUND SQUIRREL DR

BONANZA OR 97623

11969002484006499176

3 TONY B SCOTT

8309 GROUND SQUIRREL

BONANZA OR 97623

11969002484006499213

4 KATHY SCOTT

8309 GROUND SQUIRREL

BONANZA OR 97623

11969002484006499244

5 Occupant(s) / Tenant(s)

8309 GROUND SQUIRREL DR

BONANZA OR 97623

11969002484006499268

6 WELLS FARGO BANK NA

101 NORTH PHILLIPS AVENUE

SIOUX FALLS SD 57104

11969002484006499282

7 WELLS FARGO BANK NA

PO BOX 31557

BILLINGS MT 59107-9900

11969002484006499305

8 WELLS FARGO BANK NA

18700 NW WALKER RD

BEAVERTON OR 97006

11969002484006499329

9 STATE OF OREGON DEPARTMENT OF REVENUE

955 CENTER ST NE

SALEM OR 97301-2555

11969002484006499343

10 STATE OF OREGON

C/O ATTORNEY GENERAL  
SALEM OR 97301

1162 COURT STREET NE

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: Certified - Ret

Type of Mailing: NOS MAILING

Affidavit Attachment: 1752675-01 000 10320930 CWR

Postal Number Sequence Recipient Name

71969002484006208060

1

TONY B SCOTT

Address Line 1/3

8309 GROUND SQUIRREL DR

Address Line 2/4

BONANZA OR 97623

71969002484006208077

2

KATHY SCOTT

8309 GROUND SQUIRREL DR

BONANZA OR 97623

71969002484006208084

3

TONY B SCOTT

8309 GROUND SQUIRREL

BONANZA OR 97623

71969002484006208091

4

KATHY SCOTT

8309 GROUND SQUIRREL

BONANZA OR 97623

71969002484006208107

5

Occupant(s) / Tenant(s)

8309 GROUND SQUIRREL DR

BONANZA OR 97623

71969002484006208114

6

WELLS FARGO BANK NA

101 NORTH PHILLIPS AVENUE

SIOUX FALLS SD 57104

71969002484006208121

7

WELLS FARGO BANK NA

PO BOX 31557

BILLINGS MT 59107-9900

71969002484006208138

8

WELLS FARGO BANK NA

18700 NW WALKER RD

BEAVERTON OR 97006

71969002484006208145

9

STATE OF OREGON DEPARTMENT OF REVENUE

955 CENTER ST NE

SALEM OR 97301-2555

71969002484006208152

10

STATE OF OREGON

C/O ATTORNEY GENERAL  
SALEM OR 97301

1162 COURT STREET NE

Department of Defense Manpower Data Center

Feb-08-2011 12:32:13



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 |
|-------------|--------------|--|--------------------|----------------------|----------------|
| SCOTT       | KATHY        | 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 "defenseink.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:BV7TO7K52F

Department of Defense Manpower Data Center

Feb-08-2011 12:31:39



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 |
|-------------|--------------|--|--------------------|----------------------|----------------|
| SCOTT       | TONY         | 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

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: 1I5ET8HOH9

Klamath County, Oregon  
NATIONAL CITY MORTGAGE, beneficiary  
TONY B SCOTT & KATHY SCOTT, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1317055-09  
REF # 371495

### 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 RESIDENTIAL TENANTS upon an OCCUPANT of **8309 GROUND SQUIRREL DR, Bonanza, OR 97623**, with copy(ies), as follows:

1st attempt: (date) 2/25/11 (time) 11:10 am ☒ Posted ( ) Served

2nd attempt: (date) 3/1/11 (time) 3:32 pm ☒ Posted ( ) Served

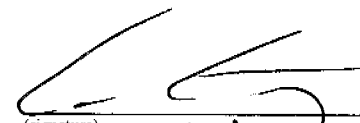
3rd attempt: (date) 3/7/11 (time) 5:40 pm ☒ Posted ( ) Served

Posted on the property in a secure manner, in a conspicuous place, to wit: posted to front door.

Served upon an adult occupant by delivering a copy

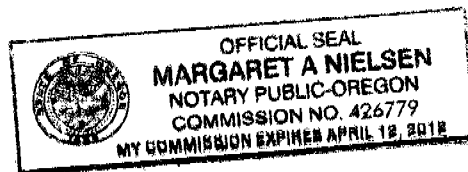
( ) Personally to (name) \_\_\_\_\_

( ) Substituted to (name) \_\_\_\_\_

  
(signature)  
Gabriel Martinez  
(print name)

STATE OF OREGON, County of Klamath  
Signed and affirmed before me on March 8, 2011  
Margaret A. Nielsen  
NOTARY PUBLIC - OREGON

(SEAL)



CLIENT: RELIABLE POSTING & PUBLISHING REF # 371495  
IPS# 71360

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

371495

Klamath County, Oregon  
NATIONAL CITY MORTGAGE, beneficiary  
TONY B SCOTT & KATHY SCOTT, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1317055-09  
REF # 371495

AFFIDAVIT OF MAILING

I certify that:

I mailed a copy of the TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL  
TENANTS in a sealed envelope with first class postage thereon fully prepaid and deposited with  
the United States Post Office on  
**March 26, 2011**, addressed as follows:

OCCUPANT  
8309 GROUND SQUIRREL DR  
Bonanza OR 97623.

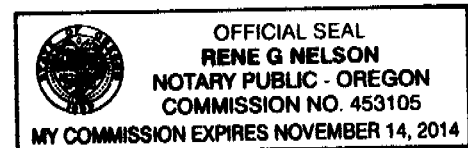
Gloria Carter

STATE OF OREGON, County of Multnomah.

Signed and attested before me on March 26, 2011 by Gloria Carter.

[Signature] (SEAL)

NOTARY PUBLIC - OREGON



CLIENT: RELIABLE POSTING & PUBLISHING REF # 371495  
IPS# 71360

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

371495

## TRUSTEE'S NOTICE OF SALE

Loan No: XXXXXX8326

T.S. No: 1317055-09

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

BY NAOMI FEISTEL  
NAOMI FEISTEL

Reference is made to that certain deed made by  
TONY B SCOTT AND KATHY SCOTT HUSBAND AND WIFE as Grantor to  
FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of

NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK OF INDIANA as  
Beneficiary,

dated November 01, 2005, recorded November 04, 2005, in official records of KLAMATH County,  
OREGON in book/reel/volume No. XX at  
page No. XX, fee/file/instrument/microfilm/reception No. M05-68320 covering the following described  
real property situated in the said County and State, to-wit:

LOT 39 IN BLOCK 32 OF KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO.  
2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK  
OF KLAMATH COUNTY, OREGON.

Commonly known as:

8309 GROUND SQUIRREL DR BONANZA OR 97623

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 February 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 \$983.61      Monthly Late Charge \$35.71

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 \$113,875.98 together with  
interest thereon at the rate of 5.875% per annum, from January 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: XXXXXX8326

T.S. No: 1317055-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on June 29, 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 paying the entire amount then due, together with the costs, trustee's fees and attorney's fees and by curing any other default complained of in the Notice of Default, at any time not later than 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: February 21, 2011

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

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: \_\_\_\_\_



### **NOTICE TO RESIDENTIAL TENANTS:**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 29, 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 A 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 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 May 30, 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 for you for any deposit or prepaid rent you paid your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

OREGON STATE BAR  
16037 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 # 13137

Trustee's Notice of Sale

Scott

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:

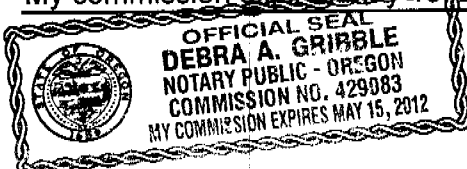
March 23, 30, April 06, 13, 2011

Total Cost: \$906.56

Subscribed and sworn by Jeanine P Day  
before me on: April 13, 2011

Notary Public of Oregon

My commission expires May 15, 2012



### TRUSTEE'S NOTICE OF SALE Loan No: xxxxxx8326 T.S. No.: 1317055-00.

Reference is made to that certain deed made by Tony B Scott and Kathy Scott Husband And Wife, as Grantor to First American Title Insurance Company, as Trustee, in favor of National City Mortgage A Division of National City Bank Of Indiana, as Beneficiary, dated November 01, 2005, recorded November 04, 2005, in official records of Klamath, Oregon in book/reel/volume No. xx at page No. xx, fee/file/instrument/microfilm/reception No. m05-68320 covering the following described real property situated in said County and State, to-wit: Lot 39 in block 32 of Klamath Falls Forest Estates Highway 66 Unit, plat no. 2, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon. Commonly known as: 8309 Ground Squirrel Dr, Bonanza, OR 97623.

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 February 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 \$983.61 Monthly Late Charge \$35.71.

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 \$113,875.98 together with interest thereon at 5.875% per annum from January 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, Cal-Western Reconveyance Corporation the undersigned trustee will on June 29, 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 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: February 21, 2011. 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-371495 03/23, 03/30, 04/06, 04/13. #13137 March 23, 30, April 06, 13, 2011.



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

TS#: 1317055-09

Borrower name(s): TONY B SCOTT AND KATHY SCOTT HUSBAND AND WIFE  
Property Address: 8309 GROUND SQUIRREL DR  
BONANZA OR 97623

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.
- X] 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: 9/6/11

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION SBM NATIONAL CITY  
MORTGAGE, A DIVISION OF NATIONAL CITY BANK OF INDIANA NKA NATIONAL CITY  
BANK

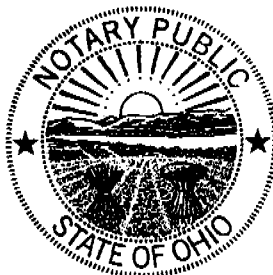
Bruce Trowman

**Bruce Trowman**  
Authorized Signor

STATE OF Ohio  
COUNTY OF Montgomery

SUBSCRIBED AND SWORN to me this 6 day of September, 2011

Shaynea L. Mester  
Notary Public



SHAYNEA L. MESTER, Notary Public  
In and for the State of Ohio  
My Commission Expires June 29, 2016