

WTC 89441

2011-010490

Klamath County, Oregon



00107470201100104900220223

09/19/2011 11:26:58 AM

Fee: \$142.00

**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE

**AFTER RECORDING RETURN TO:**

Brian L. Gingerich

360 Bond Street, Suite 400

Bend, OR 97702

**1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Affidavit of mailing

**2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160**

High Desert Bank

**3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160**

Ronald H. Cole and Lisa B. Cole

**4) TRUE AND ACTUAL CONSIDERATION**

ORS 93.030(5) – Amount in dollars or other

\$ \_\_\_\_\_ ☐ Other

**5) SEND TAX STATEMENTS TO:**

High Desert Bank

1000 Southwest Disk Drive

Bend, OR 97702-1994

**6) SATISFACTION of ORDER or WARRANT**

ORS 205.125(1)(e)

CHECK ONE: ☐ FULL  
(If applicable) ☐ PARTIAL

**7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)**

\$ \_\_\_\_\_

**8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED AT THE REQUEST OF \_\_\_\_\_ TO CORRECT \_\_\_\_\_"**

PREVIOUSLY RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR AS FEE NUMBER \_\_\_\_\_."

142 pms

**AFTER RECORDING RETURN TO:**

SCHWABE, WILLIAMSON & WYATT  
Attn: Brian L. Gingerich  
360 Bond Street, Suite 400  
Bend, OR 97702

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

STATE OF OREGON            )  
                                      ) ss.  
County of Multnomah        )

I, Katie M. Eichner, being first duly sworn upon oath, depose and say that:

At all times material herein, I was a competent person over the age of eighteen years and not the beneficiary or its successor in interest named in the attached Trustee's Notice of Sale ("Notice").

After the recording of the Notice of Default and Election to Sell, I gave notice of the sale of the real property by mailing true copies of the Notice in sealed envelopes, postage prepaid, by both first class mail and certified mail, return receipt requested, to the persons or entities at their last known addresses listed below. Each envelope was deposited with the US Postal Service by our mailroom staff on March 15, 2011.

Occupants  
10550 Williamson River Road  
Chiloquin, OR 97624

Occupants  
10570 Williamson River Road  
Chiloquin, OR 97624

Lisa B. Cole  
10550 Williamson River Road  
Chiloquin, OR 97624

Lisa B. Cole  
10560 Williamson River Road  
Chiloquin, OR 97624

Lisa B. Cole  
10570 Williamson River Road  
Chiloquin, OR 97624

Occupants  
10560 Williamson River Road  
Chiloquin, OR 97624

Ronald H. Cole  
10550 Williamson River Road  
Chiloquin, OR 97624

Ronald H. Cole  
10560 Williamson River Road  
Chiloquin, OR 97624

Ronald H. Cole  
10570 Williamson River Road  
Chiloquin, OR 97624

Ronald H. Cole  
61682 Broken Top Drive  
Bend, OR 97702

Lisa B. Cole  
61682 Broken Top Drive  
Bend, OR 97702

Stephen L. Shropshire, Registered Agent  
Jordan Schrader Ramis PC  
Two Centerpointe Drive, Suite 600  
Lake Oswego, OR 97035

Wells Fargo Bank National Association  
Attn: Tim Nelson  
2701 NW Vaughn Street, 2<sup>nd</sup> Floor  
Portland, OR 97210

Wells Fargo Bank, National Association  
Attn. Any Branch Officer  
PO Box 3131  
Mail Code: Mac P6101-204  
Portland, OR 97208

Patricia L. Moss, Registered Agent  
Bank of the Cascades  
1100 NW Wall Street  
Bend, OR 97204

Bank of the Cascades  
1070 NW Bond Street, Suite 301  
Bend, OR 97701

Bank of the Cascades  
c/o Lisa Umscheid  
Ball Janik LLP  
101 SW Main Street, Suite 1100  
Portland, OR 97204

Henry C. G. Cheyne  
9961 E. Langell Valley Road  
Bonanza, OR 97623

Henry C. G. Cheyne  
c/o James C. Lynch  
P.O. Box 351  
Lakeview, OR 97623

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

I further certify, together with the Notice, the mailings to the persons listed below included the "Danger Notice" and "Loan Modification Request" forms as required by ORS 86.737.

Occupants  
10550 Williamson River Road  
Chiloquin, OR 97624

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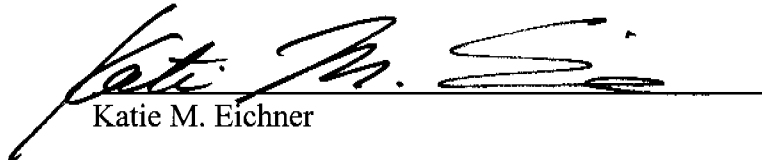
Ronald H. Cole  
10570 Williamson River Road  
Chiloquin, OR 97624

Lisa B. Cole  
10570 Williamson River Road  
Chiloquin, OR 97624

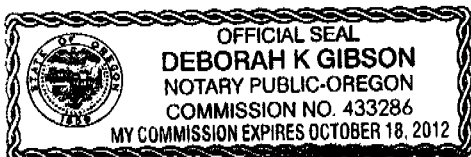
Ronald H. Cole  
61682 Broken Top Drive  
Bend, OR 97702

Lisa B. Cole  
61682 Broken Top Drive  
Bend, OR 97702

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

  
Katie M. Eichner

SUBSCRIBED AND SWORN to before me on March 15, 2011.



  
NOTARY PUBLIC FOR OREGON

## TRUSTEE'S NOTICE OF SALE

The Trust Deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

1. TRUST DEED INFORMATION:

Grantor: Ronald H. Cole and Lisa B. Cole  
Beneficiary: High Desert Bank  
Trustee: Aspen Title & Escrow, Inc.  
Successor Trustee: Brian L. Gingerich  
360 Bond Street, Suite 400  
Bend, OR 97702  
(541) 749-4044

Recording Date: October 30, 2008  
Recording Reference: 2008-014750  
County of Recording: Klamath

The Trust Deed was modified by the following modifications:

Partial Reconveyance recorded August 31, 2009 as Volume 2009, Page 011649

2. LEGAL DESCRIPTION OF PROPERTY (the "Property"):

PARCEL 1:

That portion of the SW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying Northeast of the center thread of Sprague River.

PARCEL 2:

The East ½ of the West ½ of the NW1/4; the West ½ of the East ½ of the NW1/4; the North ½ of the SW1/4 of Section 19, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The North ½ of the SE1/4; the South ½ of the NE1/4; and the South ½ of the NW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

3. DEFAULT: The Grantor or any other person owing an obligation, the performance of which is secured by the Trust Deed, is in default and the Beneficiary seeks to foreclose the Trust Deed. The default for which foreclosure is made is Grantor's failure to do the following:

*Failure to make monthly payments of \$5,471.83 beginning December 22, 2009 and continuing through the payment due February 22, 2011, failure to pay when due real property taxes for the years 2009-10 and 2010-11, plus interest and penalties and failure to pay when due payments to Northwest Farm Credit Services holder of the first and second lien on the Property.*

4. AMOUNT DUE: By reason of the default described above, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following:

*Principal balance of \$737,883.70, together with unpaid interest of \$74,458.57 through March 7, 2011, late charges of \$5,471.80 and other fees of \$4,535.18, Trustee's fees, attorney's fees, costs of foreclosure and any sums advanced by the Beneficiary pursuant to the terms of the Trust Deed. Interest continues to accrue on the unpaid principal balance at the rate of 12.35% per annum from March 8, 2011, until paid.*

5. NOTICE OF ELECTION TO SELL: Notice is hereby given that both the Beneficiary and the Trustee hereby elect to foreclose the Trust Deed by advertisement and sale as provided under ORS 86.705 to 86.795, and to cause the Property to be sold at public auction to the highest bidder for cash, the Grantor's interest in the described Property which the Grantor had, or had the power to convey, at the time of the execution by the Grantor of the Trust Deed, together with any interest the Grantor or Grantor's successor in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed, including the expenses of the sale, compensation of the Trustee as provided by law and the reasonable fees of the Trustee's attorneys.

6. DATE AND TIME OF SALE:

**Date:** July 19, 2011

**Time:** 10:00 A.M. (in accord with the standard of time established by ORS 187.110)

**Location:** Main Entrance of the Klamath County Courthouse;  
316 Main, Klamath Falls, OR 97601

7. 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 doing all of the following:
- a. 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;
  - b. curing any other default that is capable of being cured, by tendering the performance required under the obligation or Trust Deed; and

- c. 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.

8. NOTICE FOR PROPERTIES INCLUDING ONE OR MORE DWELLING UNITS:

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 19, 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, 2014. 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 June 19, 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.

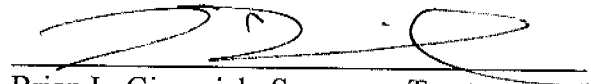
YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST 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.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is **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). If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information and a directory of legal aid programs for where you can obtain free legal assistance is available at <http://www.oregonlawhelp.org>.

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 the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

DATED: March 17, 2011.



Brian L. Gingerich, Successor Trustee

I, the undersigned attorney for the Successor Trustee, hereby certify that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.

---

Katie M. Eichner

**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

I, Jeanine P. Day, Finance Director, being duly sworn,  
depose and say that I am the principle 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#13455 SALE COLE

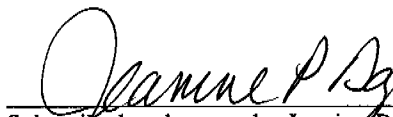
TRUSTEE'S NOTICE OF SALE

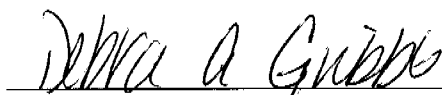
a printed copy of which is hereto annexed, was published  
in the entire issue of said newspaper for: 4

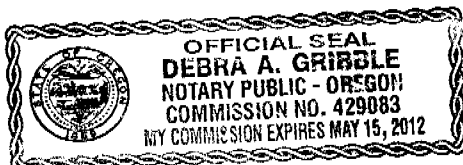
Insertion(s) in the following issues:

05/31/2011 06/07/2011 06/14/2011 06/21/2011

Total Cost: \$3013.76

  
Subscribed and sworn by Jeanine P Day before me on:  
21st day of June in the year of 2011

  
Notary Public of Oregon  
My commission expires on May 15, 2012



## TRUSTEE'S NOTICE OF SALE

The Trust Deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

### 1. TRUST DEED INFORMATION:

Grantor: Ronald H. Cole and Lisa B. Cole  
Beneficiary: High Desert Bank  
Trustee: Aspen Title & Escrow, Inc.  
Successor Trustee: Brian L. Gingerich, 360 Bond Street, Suite 400, Bend, OR 97702, (541) 749-4044  
Recording Date: October 30, 2008  
Recording Reference: 2008-014750  
County of Recording: Klamath

The Trust Deed was modified by the following modifications:  
Partial Reconveyance recorded August 31, 2009 as Volume 2009, Page 011649.

### 2. LEGAL DESCRIPTION OF PROPERTY (the "Property"):

**PARCEL 1:** That portion of the SW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying Northeast of the center thread of Sprague River.

**PARCEL 2:** The East 1/2 of the West 1/2 of the NW1/4; the West 1/2 of the East 1/2 of the NW1/4; the North 1/2 of the SW1/4 of Section 19, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

The North 1/2 of the SE1/4; the South 1/2 of the NE1/4; and the South 1/2 of the NW1/4 of Section 24, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

**3. DEFAULT:** The Grantor or any other person owing an obligation, the performance of which is secured by the Trust Deed, is in default and the Beneficiary seeks to foreclose the Trust Deed. The default for which foreclosure is made is Grantor's failure to do the following:

Failure to make monthly payments of \$5,471.83 beginning December 22, 2009 and continuing through the payment due February 22, 2011, failure to pay when due real property taxes for the years 2009-10 and 2010-11, plus interest and penalties and failure to pay when due payments to Northwest Farm Credit Services holder of the first and second lien on the Property.

**4. AMOUNT DUE:** By reason of the default described above, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following:

Principal balance of \$737,883.70, together with unpaid interest of \$74,458.57 through March 7, 2011, late charges of \$5,471.80 and other fees of \$4,535.18, Trustee's fees, attorney's fees, costs of foreclosure and any sums advanced by the Beneficiary pursuant to the terms of the Trust Deed. Interest continues to accrue on the unpaid principal balance at the rate of 12.35% per annum from March 7, 2011.

**5. NOTICE OF ELECTION TO SELL:** Notice is hereby given that both the Beneficiary and the Trustee hereby elect to foreclose the Trust Deed by advertisement and sale as provided under ORS 86.705 to 86.795, and to cause the Property to be sold at public auction to the highest bidder for cash, the Grantor's interest in the described Property which the Grantor had, or had the power to convey, at the time of the execution by the Grantor of the Trust Deed, together with any interest the Grantor or Grantor's successor in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed, including the expenses of the sale, compensation of the Trustee as provided by law and the reasonable fees of the Trustee's attorneys.

### 6. DATE AND TIME OF SALE:

Date: July 19, 2011 Time: 10:00 A.M. (in accord with the standard of time established by ORS 187.110)

Location: Main Entrance of the Klamath County Courthouse;  
316 Main, Klamath Falls, OR 97601

**7. 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 doing all of the following:

- 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;
- curing any other default that is capable of being cured, by tendering the performance required under the obligation or Trust Deed; and
- 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.

### 8. NOTICE FOR PROPERTIES INCLUDING ONE OR MORE DWELLING UNITS:

#### NOTICE TO RESIDENTIAL TENANTS

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#### 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, 2014.** 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.

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**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 June 19, 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.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is 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). If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information and a directory of legal aid programs for where you can obtain free legal assistance is available at <http://www.oregonlawhelp.org>.

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 the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

DATED: March 15, 2011.

Brian L. Gingerich, Brian L. Gingerich, Successor Trustee  
13455 May 31, June 07, 14, 21, 2011.

# **AFFIDAVIT OF NON-MILITARY SERVICE**

STATE OF OREGON            )  
                                      ) ss.  
County of Deschutes        )

I, Brian L. Gingerich, being first duly sworn, depose and say:

1.     I am the Successor Trustee of the following Trust Deed ("the Trust Deed")

Grantor:	Ronald H. Cole and Lisa B. Cole
Beneficiary:	High Desert Bank
Trustee:	Aspen Title & Escrow, Inc.
Successor Trustee:	Brian L. Gingerich
	360 Bond Street, Suite 400
	Bend, OR 97702
	(541) 749-4044

Recording Date:	October 30, 2008
Recording Reference:	2008-014750
County of Recording:	Klamath

The Trust Deed was modified by the following modifications:

Partial Reconveyance recorded August 31, 2009 as Volume 2009, Page 011649

2.     A Notice of Default and Election to Sell referencing the above Trust Deed was recorded on March 14, 2011, as Document No. 2011-003518, in the official records of Klamath County.

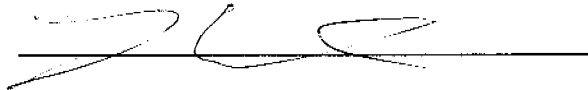
3.     I reasonably believe that at the time of recording of the Notice of Default and Election to Sell, the Grantor was not in the military service as defined in Article I of the "Soldiers' and Sailors' Civil Relief Act of 1940," as amended.

4.     On September 9, 2011, I searched the records on the DMDC Military Verification Website and determined that the Grantor is not currently on active duty. A copy of the search results are attached as Exhibit A and Exhibit B.

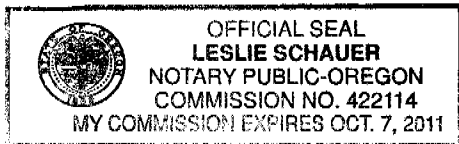
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the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

Dated: 9-9-2011.

Brian L. Gingerich, Successor Trustee



SUBSCRIBED AND SWORN to before me on 9-9-2011.



  
NOTARY PUBLIC FOR OREGON



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

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

*Mary M. Snavelly-Dixon*

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

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

**More information on "Active Duty Status"**

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

**Coverage Under the SCRA is Broader in Some Cases**

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

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

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

Report ID:LUHF7F0PIG



Department of Defense Manpower Data Center



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

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

*Mary M. Snavelly-Dixon*

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

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

**More information on "Active Duty Status"**

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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:CFQEP55E7

## AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

I, Andrew Thompson, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale; Notice You Are in Danger of Losing Your Property; Blank Loan Modification Request Form upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

10550 Williamson River Road  
Chiloquin, OR 97624

As follows:

On 03/17/2011 at 3:05 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front gate, pursuant to ORS 86.750 (1)(b)(A).

On 03/21/2011 at 9:40 AM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front gate, pursuant to ORS 86.750 (1)(b)(B).

On 09/15/2011 at 12:15 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

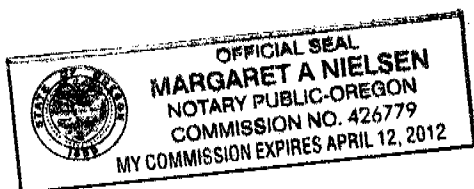
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 20 11  
by Andrew Thompson

Margaret A. Nielsen  
Notary Public for Oregon

X

Andrew Thompson  
Andrew Thompson  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*260385\*

## AFFIDAVIT OF MAILING

STATE OF OREGON

County of Multnomah

ss.

I, Royal Hebert, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On September 15, 2011, I mailed a copy of the Trustee's Notice of Sale; Notice You Are in Danger of Losing Your Property; Blank Loan Modification Request Form, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

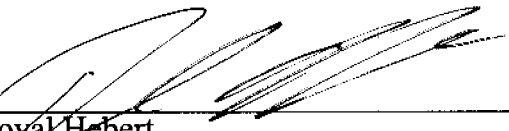
**OCCUPANT**  
**10550 Williamson River Road**  
**Chiloquin, OR 97624**

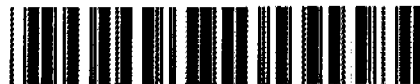
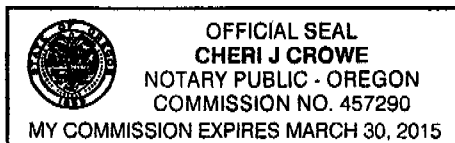
This mailing completes service upon an occupant at the above address with an effective date of **03/17/2011** as calculated pursuant to ORS 86.750 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 15 day of September, 2011  
by Royal Hebert.

Cheri J Crowe  
Notary Public for Oregon

X   
Royal Hebert  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*260385\*

## AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

I, Andrew Thompson, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale; Notice You Are in Danger of Losing Your Property; Blank Loan Modification Request Form upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**10560 Williamson River Road  
Chiloquin, OR 97624**

As follows:

On 03/17/2011 at 3:05 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front gate, pursuant to ORS 86.750 (1)(b)(A).

On 03/21/2011 at 9:40 AM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front gate, pursuant to ORS 86.750 (1)(b)(B).

On 09/15/2011 at 12:15 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

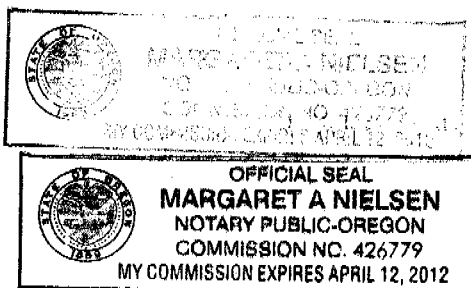
SUBSCRIBED AND SWORN BEFORE ME  
this 15<sup>th</sup> day of September, 2011  
by Andrew Thompson.

Margaret A. Nielsen  
Notary Public for Oregon

X Andrew Thompson  
Andrew Thompson  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*260386\*



## **AFFIDAVIT OF MAILING**

STATE OF OREGON  
County of Multnomah

ss.

I, Royal Hebert, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On September 15, 2011, I mailed a copy of the Trustee's Notice of Sale; Notice You Are in Danger of Losing Your Property; Blank Loan Modification Request Form, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

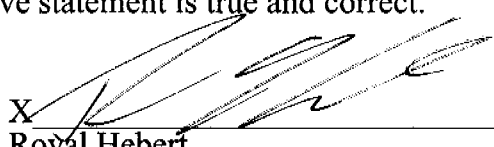
**OCCUPANT**  
**10560 Williamson River Road**  
**Chiloquin, OR 97624**

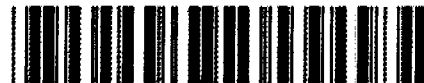
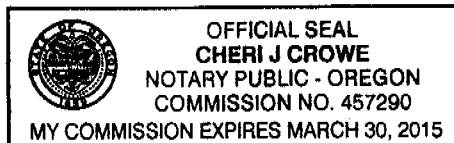
This mailing completes service upon an occupant at the above address with an effective date of **03/17/2011** as calculated pursuant to ORS 86.750 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 15 day of September, 2011  
by Royal Hebert.

Cheri J Crowe  
Notary Public for Oregon

X   
Royal Hebert  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*260386\*

123091-179498 / COLE

# AFFIDAVIT OF NON-OCCUPANCY OF BARE LAND

STATE OF OREGON                 )  
County of Klamath              ) ss.  
  )

I, Andrew Thompson, being first duly sworn, depose and say:

That I am, and have been at all material times hereto, a competent person over the age of eighteen years and a resident of Klamath County, State of Oregon. I am not a party to, an attorney in, or interested in any suit of action involving the property described below.

That on the 20<sup>th</sup> day of March, 2011, after personal inspection, I found the following property to be **bare land and unoccupied**:

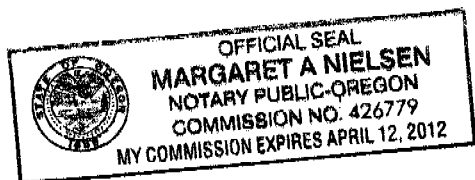
**10570 Williamson River Road  
Chiloquin, OR 97624**

At that time, I posted a true copy of the Trustee's Notice of Sale; Notice of Right to Cure; Notice re: Debt Collection in a conspicuous location at the above mentioned property. The documents were sealed in a transparent/clear plastic zip-lock bag and mounted on a wooden stake secured in the ground.

I declare under the penalty of perjury that the above statements are true and correct.

  
Andrew Thompson 117.260384

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day of September, 2011, by Andrew Thompson.



Margaret A. Nielsen  
Notary Public for Oregon