

EE



RESCISSION OF NOTICE OF DEFAULT

2011-012394

Klamath County, Oregon



00109713201100123940020024

RE: Trust Deed from
AlvarezTo Grantor
First American Title Co.SPACE RE
FO

11/04/2011 09:29:51 AM

Fee: \$42.00

RECORDER'S USE

Witness my hand and seal of County affixed.

Trustee
After recording, return to (Name, Address, Zip):PATRICK J. KELLY
ATTORNEY AT LAW
717 N.W. 5th STREET
GRANTS PASS, OR 97526

NAME

TITLE

By _____, Deputy.

Reference is made to that certain trust deed in which Andreana Alvarez
 was grantor, First American Title Company of Oregon was trustee and
Michael R. Jones was beneficiary. The trust deed was
 recorded on July 10, 2009, in ~~book/trust volume No. xxxxxxxxxxxx at page xxxxxxxx~~ and/or as
 fee/file/instrument/microfilm/reception No. 2009-009454 (indicate which), Records of Klamath County,
 Oregon, and conveyed to the trustee the following real property situated in that county:

SEE EXHIBIT "A"

A notice of grantor's default under the trust deed, containing the beneficiary's or trustee's election to sell all or part of the above
 described real property to satisfy grantor's obligations secured by the trust deed was recorded on May 11, 2011,
 in those Records, in ~~book/trust volume No. xxxxxxxxxxxx at page xxxxxxxx~~ and/or as fee/file/instrument/microfilm/reception
 No. 2011-005827 (indicate which). ~~Thereafter, by reason of the default being cured as permitted by ORS 84.53, the default~~
 described in the notice of default has been removed, paid and overcome so that the trust deed should be reinstated.

NOW, THEREFORE, notice is hereby given that the undersigned trustee does hereby rescind, cancel and withdraw the notice of default and election to sell.
 The trust deed and all obligations secured thereby are hereby reinstated and shall be and remain in force and effect the same as if no acceleration had occurred and
 as if the notice of default had not been given. It is understood, however, that this rescission shall not be construed as waiving or affecting any breach or default - past,
 present or future - under the trust deed or as impairing any right or remedy thereunder, or as modifying or altering in any respect any of the terms, covenants, condi-
 tions or obligations thereof. It is and shall be deemed to be only an election without prejudice, not to cause a sale to be made pursuant to the notice so recorded.

IN WITNESS WHEREOF, the undersigned trustee has executed this document. If the undersigned is a corporation, it has
 caused its name to be signed and seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of
 directors.

DATED October 25, 2011

PATRICK KELLY

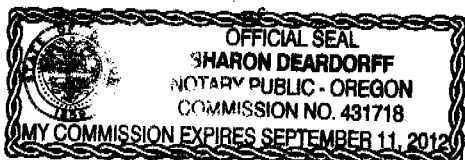
Trustee

STATE OF OREGON, County of Josephine ss. October 25, 2011This instrument was acknowledged before me on _____,
by Patrick Kelly

This instrument was acknowledged before me on _____,

by _____,

as _____



Sharon Deardorff
 Notary Public for Oregon
 My commission expires 9-11-2012

EXHIBIT "A"

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

A PORTION OF LOTS 23 AND 24 OF HOMEDALE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY BOUNDARY OF LOT 23 OF HOMEDALE WHICH POINT IS NORTH 66° 33' WEST, 360.5 FEET FROM THE MOST SOUTHERLY CORNER OF SAID LOT 23; THENCE NORTH 66° 33' WEST, 102.45 FEET TO A POINT; THENCE NORTH 22° 15' EAST A DISTANCE OF 295.7 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 24; THENCE SOUTH 70° 37' EAST ALONG THE NORTHEASTERLY BOUNDARY OF LOT 24 AND 23 TO A POINT 309.92 FEET NORTHEASTERLY TO THE POINT OF BEGINNING; THENCE SOUTH 16° 58 1/2' WEST 309.92 FEET TO THE POINT OF BEGINNING.

As to that certain Mobile Home described as a 1979, Crownpointe, HID #226219, X Plate #161872, Serial #WAFIA913642824, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the uniform commercial code. Said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full.

As to that certain Mobile Home described as a 1971, FLTWD, HID #201228, X Plate #128710, Serial #S12067, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the uniform commercial code. Said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full.