

WTC 91870

2012-001935

Klamath County, Oregon



00114338201200019350220225

02/22/2012 03:28:23 PM

Fee: \$162.00

RECORDING COVER SHEET
AFTER RECORDING RETURN TO:
Hershner Hunter, LLP
Attn: Lisa Summers
PO Box 1475
Eugene, OR 97440-1475

1. NAME OR TITLE OF THE TRANSACTION(S) -- ORS 205.234:

- ✓ Affidavit of Mailing of Notice of Sale
- ✓ Danger Notice/Trustee's Notice of Sale
- ✓ Affidavit of Posting/Proof of Service
- ✓ Affidavit of Publication
- ✓ Affidavit of Compliance
- ✓ Affidavit Nonmilitary/Military Status Report

2. GRANTEE (ORIGINAL GRANTOR ON TRUST DEED):

DAVID S HUGHES AND KHAILY R HUGHES
3462 Denver Park
Klamath Falls, OR 97603

3. GRANTOR-SUCCESSOR TRUSTEE:

NANCY K. CARY
Hershner Hunter, LLP
PO Box 1475
Eugene, OR 97440

4. BENEFICIARY:

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF
OREGON as assignee of SIUSLAW BANK
PO Box 11529
Eugene, OR 97440

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED
INSTRUMENTS FOR RECORDING, ANY ERRORS CONTAINED IN THIS COVER SHEET DO
NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENTS THEMSELVES.

1167-fm-f

**AFFIDAVIT OF MAILING OF NOTICE OF SALE
AND DANGER NOTICE REQUIRED BY ORS 86.737**

STATE OF OREGON)
) ss.
COUNTY OF LANE)

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

1. I am the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.

2. Pursuant to ORS 86.737, on November 9, 2011, I mailed the attached Notice to Grantors and Occupants of the real property by certified and first class mail at the following address(es):

Occupant
3462 Denver Park
Klamath Falls OR 97603

Khaily R. Hughes aka Khaily Rae Tonelli
5740 Delaware Avenue
Klamath Falls OR 97603

David S. Hughes
3462 Denver Park
Klamath Falls OR 97603

Khaily R. Hughes aka Khaily Rae Tonelli
6609 Onyx
Klamath Falls OR 97603

Khaily R. Hughes aka Khaily Rae Tonelli
3462 Denver Park
Klamath Falls OR 97603

3. I served the attached Trustee's Notice of Sale upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on November 21, 2011:

David S. Hughes
3462 Denver Park
Klamath Falls OR 97603

Khaily R. Hughes aka Khaily Rae Tonelli
5740 Delaware Avenue
Klamath Falls OR 97603

Khaily R. Hughes aka Khaily Rae Tonelli
3462 Denver Park
Klamath Falls OR 97603

Khaily R. Hughes aka Khaily Rae Tonelli
6609 Onyx
Klamath Falls OR 97603

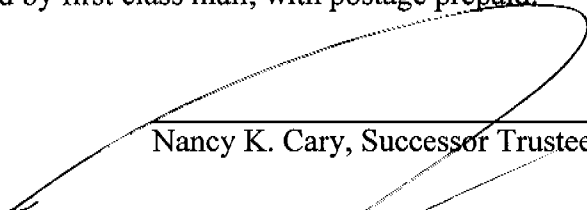
AFFIDAVIT OF MAILING

Carter-Jones Collection Service, Inc.
Kent Pederson, Registered Agent
1143 Pine Street
Klamath Falls OR 97601

Klamath Irrigation District
6640 KID Lane
Klamath Falls OR 97603

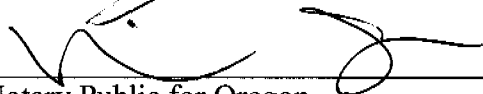
Khaily R. Hughes aka Khaily Rae Tonelli
c/o Jennifer J. Schade
Law Offices of Melinda M. Brown
419 Main Street
Klamath Falls OR 97601

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

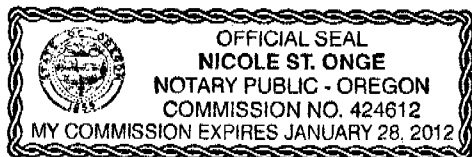


Nancy K. Cary, Successor Trustee

Signed and sworn to before me on November 21, 2011, by NANCY K. CARY.



Notary Public for Oregon
My Commission Expires: 01/28/2012



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:

3462 Denver Park
Klamath Falls, OR 97603

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 October 1, 2011 to bring your mortgage loan current was \$7,319.62. 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) 909-1446 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: NANCY K. CARY, Successor Trustee, Hershner Hunter, LLP, P.O. Box 1475, Eugene, OR 97440.

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD
IF YOU DO NOT TAKE ACTION:

Date and Time: March 22, 2012, 11:00 a.m.

Place: 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. If you need help finding 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: 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) 909-1446. 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: <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 THIS FORM BY DECEMBER 9, 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: November 9, 2011.

Trustee Name: NANCY K. CARY

/s/ Nancy K. Cary

(TS #07754.30269)

Telephone: (541) 686-0344

FAIR DEBT COLLECTION
PRACTICES ACT NOTICE

We are attempting to collect a debt on behalf of the client named above (also referred to as the "creditor") and any information obtained will be used for that purpose. This debt is owed to the creditor in the amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.

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

TO:

TRUSTEE'S NOTICE OF SALE

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

1. PARTIES:

Grantor:	DAVID S HUGHES AND KHAILY R HUGHES
Trustee:	ASPEN TITLE & ESCROW, INC.
Successor Trustee:	NANCY K. CARY
Beneficiary:	OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON as assignee of SIUSLAW BANK

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

Lot 3, Block 1 of CASCADE PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: June 30, 2006
Recording No. M06-13413
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$A payment of \$72.00 for the month of May 2011; plus regular monthly payments of \$1,316.00 each, due the first of each month, for the months of June 2011 through October 2011; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$125,118.74; plus interest at the rate of 5.4000% per annum from April 1, 2011; plus late charges of \$170.20; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

7. TIME OF SALE.

Date: March 22, 2012
Time: 11:00 a.m.
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time that is not later than five days before the Trustee conducts the sale, to have this foreclosure dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due, other than such portion of the principal as would not then be due had no default occurred, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 22, 2012. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place. The following information applies to you only if you are a bona fide tenant occupying and renting 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 bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move. A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. 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 new owner that 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 after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner 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 new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD 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.

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

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #07754.30269).

DATED: November 9, 2011.

/s/ Nancy K. Cary

Nancy K. Cary, Successor Trustee
Hershner Hunter, LLP
P.O. Box 1475
Eugene, OR 97440

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

We are attempting to collect a debt on behalf of the beneficiary named above (also referred to as the "creditor") and any information obtained will be used for that purpose. This debt is owed to the creditor in the amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.

SERVICE BY POSTING

STATE OF OREGON)

) ss.

COUNTY OF Klamath)

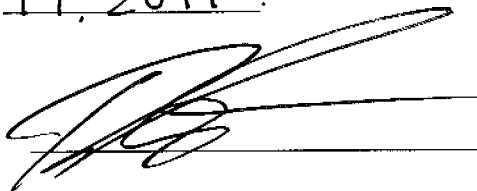
I, Robert Bolenbaugh, being first duly sworn, depose and say:

I am a private process server retained by the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.

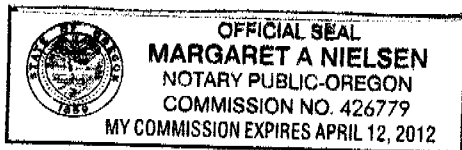
On 11/10/11, at 2:30 p.m., I posted the attached original Trustee's Notice of Sale at 3462 Denver Park Klamath Falls, OR 97603 (address) by posted to front door (method of posting).

On 11/14/11, at 1:51 p.m., I posted the attached original Trustee's Notice of Sale at 3462 Denver Park Klamath Falls, OR 97603 (address) by posted to front door (method of posting).

On 11/16/11, at 4:16 p.m., I attempted service a third time. No one was at the address and I then sent a copy of the Notice bearing the word "Occupant" as the addressee to the property address of 3462 Denver Park Klamath Falls, OR 97603 by first class mail with postage pre-paid on November 17, 2011.



Signed and sworn to before me on November 17, 2011, by ROBERT W. BOLENBAUGH.



Margaret A. Nielsen
Notary Public for Oregon
My Commission Expires: _____

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

TO:

Occupant
3462 Denver Park
Klamath Falls, OR 97603

TRUSTEE'S NOTICE OF SALE

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1. PARTIES:

Grantor: DAVID S HUGHES AND KHAILY R HUGHES
Trustee: ASPEN TITLE & ESCROW, INC.
Successor Trustee: NANCY K. CARY
Beneficiary: OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON as assignee of SIUSLAW BANK

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

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Date: March 22, 2012
Time: 11:00 a.m.
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

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- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD 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.

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

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #07754.30269).

DATED: November 9, 2011.

/s/ Nancy K. Cary

Nancy K. Cary, Successor Trustee
Hershner Hunter, LLP
P.O. Box 1475
Eugene, OR 97440

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

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**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 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#13971 SALE HUGHES

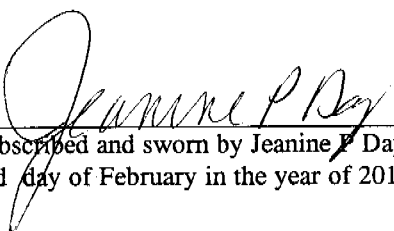
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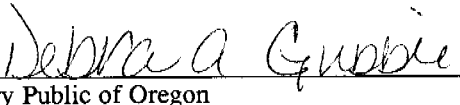
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:

01/13/2012 01/20/2012 01/27/2012 02/03/2012

Total Cost: \$985.58


Subscribed and sworn by Jeanine P. Day before me on:
3rd day of February in the year of 2012


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



TRUSTEE'S NOTICE OF SALE

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

1. PARTIES:

Grantor: DAVID S HUGHES AND KHAILY R HUGHES
Trustee: ASPEN TITLE & ESCROW, INC.
Successor Trustee: NANCY K. CARY
Beneficiary: OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON
as assignee of SIUSLAW BANK

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

Lot 3, Block 1 of CASCADE PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: June 30, 2006

Recording No. M06-13413

Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$A payment of \$72.00 for the month of May 2011; plus regular monthly payments of \$1,316.00 each, due the first of each month, for the months of June 2011 through October 2011; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$125,118.74; plus interest at the rate of 5.4000% per annum from April 1, 2011; plus late charges of \$170.20; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

7. TIME OF SALE.

Date: March 22, 2012

Time: 11:00 a.m.

Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time that is not later than five days before the Trustee conducts the sale, to have this foreclosure dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due, other than such portion of the principal as would not then be due had no default occurred, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344, (TS #07754.30269).

DATED: November 9, 2011.

/s/ Nancy K. Cary

Nancy K. Cary, Successor Trustee

Hershner Hunter, LLP, P.O. Box 1475, Eugene, OR 97440
#13971 January 13, 20, 27, February 03, 2012.

AFFIDAVIT OF COMPLIANCE WITH 2009 OREGON LAWS CH. 864 Sec. 3 (SB 628)
(As modified by 2010 OREGON LAWS CH. 40, Sec. 1 (HB 3610))

STATE OF Oregon

ss.

COUNTY OF Lane

The undersigned (name) Mary Tesch is the (title) Loss Mitigation Officer
for SIUSLAW BANK, SERVICER FOR OREGON HOUSING AND COMMUNITY
SERVICES DEPARTMENT, STATE OF OREGON.

This affidavit relates to DAVID S HUGHES AND KHAILY R HUGHES ("Borrower"), and that certain trust deed in which Borrower was Grantor recorded in the records of Klamath County, Oregon, on June 30, 2006 as Recording No. M06-13413, for SIUSLAW BANK, SERVICER FOR OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON as assignee of SIUSLAW BANK ("Beneficiary").

I have personal knowledge or knowledge based upon my review of records kept by Beneficiary, of acts, events, conditions, or opinions, which records were made at or near the time of the act, event, condition, or opinion, by or from information transmitted by a person with knowledge of the act, event, condition, or opinion, whose regular practice it was to create such records, and which records are kept in the course of the regularly conducted business of Beneficiary. Beneficiary has complied with 2009 OREGON LAWS CH. 864 Sec. 3(1) and 3(2) (SB 628) as follows:

A modification form was mailed to Borrower by the trustee with the notice required under Section 20, c. 19, 2008 Oregon Laws. The deadline to return the form was December 9, 2011.

☐ Beneficiary determined in good faith, after considering the most current financial information provided by Borrower, that the Borrower is not eligible for a modification and so informed the Borrower on _____ in writing, including a description of the basis for that decision and an explanation of the reasons why Borrower was not eligible.

☒ Borrower did not return the modification request form by the deadline stated therein.

☐ Borrower did return the modification request form, which Beneficiary received on _____. The following apply:

- ☐ On _____ Beneficiary requested additional information to determine whether the loan could be modified.
- ☐ Borrower did not supply the requested additional information.
- ☐ Borrower requested a meeting with Beneficiary.
- ☐ Beneficiary attempted to contact Borrower on _____ and Borrower did not respond in seven business days.
- ☐ Borrower and a representative of Beneficiary with authority or with ability to obtain authority to modify the loan met in person or by telephone on _____.
- ☐ Beneficiary notified Borrower on _____ that Beneficiary denied the request for modification. That notification included an explanation of how the Beneficiary calculated that Borrower was not eligible for a loan modification or included the information specified in US Treasury Supplemental Directive 09-08 under Public Law 111-22 as in effect on May 27, 2010.

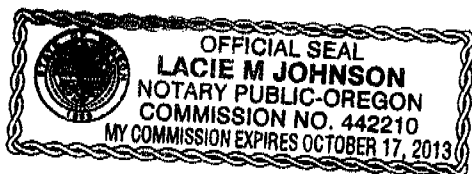
☐ Loan Modification Not Required _____.

Dated: January 6, 2012.

SIUSLAW BANK, SERVICER FOR OREGON
HOUSING AND COMMUNITY SERVICES
DEPARTMENT, STATE OF OREGON

Mary Tesch
Title: Loss Mitigation Officer

This instrument was acknowledged before me on January 6, ²⁰¹²~~2011~~,
by Mary Tesch, a Loss Mitigation Officer of
SIUSLAW BANK, SERVICER FOR OREGON HOUSING AND COMMUNITY SERVICES
DEPARTMENT, STATE OF OREGON



[Signature]
Notary Public for Oregon
My Commission Expires: 10/17/13

(TS #07754.30269)

NONMILITARY AFFIDAVIT

STATE OF OREGON)
) ss.
COUNTY OF LANE)

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

1. I am the Successor Trustee of the Trust Deed described below:

Parties:

Grantor: DAVID S HUGHES AND KHAILY R HUGHES
Trustee: ASPEN TITLE & ESCROW, INC.
Beneficiary: OREGON HOUSING AND COMMUNITY SERVICES
DEPARTMENT, STATE OF OREGON as assignee of
SIUSLAW BANK

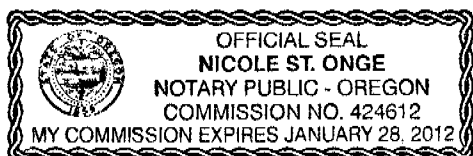
Recorded:

Date: June 30, 2006
Recording No. M06-13413
Klamath County Oregon Records

To the best of my knowledge and belief the Grantors of the above Trust Deed are not in the military service, or a dependent of a service member in military service based on the following facts made known to me by the Beneficiary or based on inquiry made by this office: (1) Grantor(s) address(es) are not part of a military installation; (2) the Beneficiary has not been provided with any information that indicated that Grantor(s) are members of any branch of military service, whether active or reserve, and a search of the Department of Defense Manpower Data Center ("DMDC") did not indicate Grantors are on active duty (See DMDC printouts attached as Exhibit A); and (3) our office personally served Grantor(s) at an address that is not part of a military installation.

Nancy K. Cary, Successor Trustee

Signed and sworn to before me on November 21, 2011, by NANCY K. CARY.



Notary Public for Oregon
My Commission Expires: 01/28/2012

NONMILITARY AFFIDAVIT

Department of Defense Manpower Data Center

Nov-21-2011 11:23:48



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
TONELLI	KHAILY RAE	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:VE2ORETP1O

Department of Defense Manpower Data Center

Nov-21-2011 11:23:32



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
HUGHES	KHAILY RAE	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

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Report ID:SK0QBQ12IK

Department of Defense Manpower Data Center

Nov-21-2011 11:21:49



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
HUGHES	DAVID S	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
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