

1st 1779593

2012-002443

Klamath County, Oregon



00114956201200024430170177

03/07/2012 03:43:57 PM

Fee: \$122.00

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

**After Recording Return To:**

**Northwest Trustee Services, Inc.  
PO Box 5070  
Concord, CA 94520**

**1. Title(s) of the Transaction(s) ORS 205.234(a):**

**Affidavit of Publication  
Affidavit of Mailing**

**Proof of Service  
Trustee's Notice of Sale**

**2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:**

**Northwest Trustee Services, Inc.  
PO Box 5070  
Concord, CA 94520**

**3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:**

**Ricky L. Hollenbeak  
52401 Hessig Street  
Fort Klamath, OR 97624**

**4. Send Tax Statements To:**

**No change**

**5. True and Actual Consideration:**

**n/a**

**6. Deed Reference:**

**2010-009682**

5

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

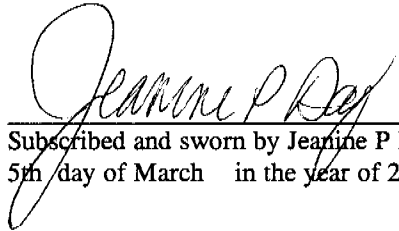
I, Jeanine P. Day, Finance Director, being duly sworn,  
depose and say that I am the principle clerk of the  
publisher of the Herald and News, a newspaper in  
general circulation, as defined by Chapter 193 ORS,  
printed and published at 2701 Foothills Blvd,  
Klamath Falls, OR 97603 in the aforesaid county and  
state; that I know from my personal knowledge that the  
Legal#13996 SALE HOLLENBEAK  
#282288

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

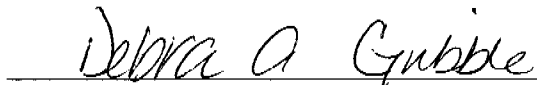
Insertion(s) in the following issues:

01/27/2012 02/03/2012 02/10/2012 02/17/2012

Total Cost: \$2381.60

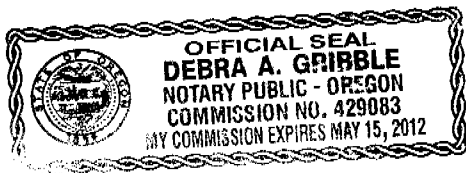


Subscribed and sworn by Jeanine P Day before me on:  
5th day of March in the year of 2012



Notary Public of Oregon

My commission expires on May 15, 2012



Reference is made to that certain trust deed made by Ricky L. Hollenbeak, as grantor to First American Title Insurance Company of Oregon, as Trustee, in favor of California Union Properties, LLC, a California Limited Liability Company, as beneficiary, dated 8/11/2010, recorded 8/16/2010, in the mortgage records of Klamath County, Oregon, as 2010-009682, covering the following described real property situated in said county and state, to wit: A parcel of land located in Block 3 of Hessig Addition to Fort Klamath, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly right of way line of Hessig Street 165.34 feet South 00°01'23" West from the original Northwest corner of Block 3, Hessig Addition to Fort Klamath; running thence East 143.50 feet; thence South 00°01'23" West 50.00 feet; thence East 78.50 feet; thence South 00°01'23" West 30.00 feet to the centerline of vacated 5th Street; thence along said centerline, West 222.00 feet to the Easterly right of way of Hessig Street, thence along said right of way line; North 00°01'23" East 80.00 feet to the point of beginning. PROPERTY ADDRESS: 52401 Hessig St., Fort Klamath, OR 97624.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$367.00 beginning 6/16/2011; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the deed of trust immediately due and payable, said sums being the following, to-wit: \$49,514.36 with interest thereon at the rate of 8 percent per annum beginning 7/2/2011 until paid; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on 3/15/2012 at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at the following place: On the front steps of the Circuit Court, 316 Main Street, Klamath Falls, OR, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.757 AND 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail return receipt requested, addressed to the trustee's to the trustee's address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, [www.rsvpfeforeclosures.com](http://www.rsvpfeforeclosures.com). Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding 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) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

In construing this notice, the singular includes the plural, the word "grantor" includes any successors in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 3/15/2012. 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 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/rs/lowcostlegalhelp/legalaid.html>. The trustee's rules of auction may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.rsvpfeforeclosures.com](http://www.rsvpfeforeclosures.com). Dated: 10/21/2011 Northwest Trustee Services, Inc. By: Amy Riggsby, Assistant Vice President. For further information, please contact: Northwest Trustee Services, Inc., 2600 Stanwell Drive, Suite 200 Concord, CA 94020 (925) 603-1000 File No. OST1-066389 (282288, 01/27/12, 02/03/12, 02/10/12, 02/17/12)

January 27, February 03, 10, 17, 2012. #13996

Loan No: HE5524

T.S. No: OST1-066389

Re: Deed of Trust from Ricky L. Hollenbeak, as Grantor to First American Title Insurance Company of Oregon, as Trustee

**Affidavit of No Timely Receipt of Request for Loan Modification/Meeting  
Under ORS 86.737**

Original Loan Amount: \$49,950.00

Borrower name(s): Ricky L. Hollenbeak

Property Address: 52401 Hessig St., Fort Klamath, OR 97624

The undersigned is an employee of the trustee under the trust deed securing the above-referenced loan and is executing this affidavit on behalf of the trustee. The undersigned is at least 18 years of age and competent to testify in a court of law and, having personal knowledge of the matters set forth below, represents and avers, under the penalty of perjury, that the following is true and correct:

**No Request for Meeting or Loan Modification Received.** The trustee duly mailed to the borrower(s) identified above the notice required by ORS 86.737 ("Notice"). With the Notice, the trustee also included the form contemplated by ORS 86.737 on which the borrower(s) could elect to ask the beneficiary to consider granting a loan modification ("Form"). The Notice also invited the borrower(s) to request a meeting. The Notice and/or Form instructed the borrower(s) to submit the request for modification and/or meeting to the trustee at the address provided in the Notice and/or Form. The Notice also provided a deadline date by which the trustee would need to receive from the borrower(s) a request for loan modification or request for a meeting. The trustee did not receive a request for loan modification form or request for meeting from the borrower(s) before the deadline set forth in the Notice.

**Limited Agency.** In executing this affidavit, the trustee is acting as the beneficiary's agent for the sole and limited purpose of executing this affidavit.

**Disclaimer.** The trustee is executing and recording this affidavit only because title insurers have compelled it to do so as a title insurance underwriting requirement. The trustee does not believe that an affidavit is legally required by ORS 86.737 in circumstances where the borrower has not timely submitted a request for a loan modification or a meeting under the ORS 86.737.

**No Statement Concerning Borrower's Other Contacts with the Beneficiary.** Nothing in this affidavit may be construed as an averment that the borrower has not contacted the beneficiary to arrange a meeting or discuss a loan modification or other arrangement outside the procedural framework of ORS 86.737.

Dated: 12/9/2011

Northwest Trustee Services, Inc.

By: Amy Rigsby  
Amy Rigsby, Assistant Vice President

State of California } ss.  
County of Contra Costa }

On 12/9/2011 before me Katie Milnes, a Notary Public personally appeared Amy Rigsby who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Katie Milnes



# **PROOF OF SERVICE JEFFERSON STATE ADJUSTERS**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **52401 Hessig St. Fort Klamath, OR 97624**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to \_\_ at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1<sup>st</sup> Attempt: November 02, 2011 9:56 AM Posted

2<sup>nd</sup> Attempt: November 14, 2011 11:00 AM Posted

3<sup>rd</sup> Attempt: November 18, 2011 2:36 PM Posted

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of November 21, 2011, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

Chelsea Chambers

**52401 Hessig St. Fort Klamath, OR 97624**  
**ADDRESS OF SERVICE**

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

November 02, 2011 9:56 AM  
**DATE OF SERVICE TIME OF SERVICE**

☐ or non occupancy

By:

A. Thompson

Subscribed and sworn to before on this 18<sup>th</sup> day of November, 2011.



Margaret A. Nielsen  
Notary Public for Oregon

## AFFIDAVIT OF MAILING

Date: **October 28, 2011**

T.S. No.: **OST1-066389**

Loan No.: **HE5524**

STATE OF California     }  
COUNTY OF Contra Costa

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in Contra Costa County at Northwest Trustee Services, Inc., and is not a party to the within action and that on 10/28/2011, (s)he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, certified or registered mail and first class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X   
Affiant Cheryl Martin

Wells Fargo Bank, N.A.  
3201 N. Fourth Avenue  
Sioux Falls, SD 57104-0700  
71923789001014265881

Wells Fargo Bank, N.A.  
c/o David B. Schumacher, Attorney at Law  
3439 NE Sandy Blvd., #239  
Portland, OR 97232  
71923789001014265898

State of Oregon  
c/o Division of Child Support (DCS)  
P.O. Box 14506  
Salem, OR 97309  
71923789001014265867

State of Oregon  
c/o Audrey Hirsch  
4600 25th Ave., NE #180  
Salem, OR 97301  
71923789001014265843

State of Oregon  
c/o Department of Justice SRCU Branch of DCS  
4600 25th Ave., NE #180  
Salem, OR 97301

71923789001014265850

State of Oregon  
Attn: Attorney General  
1162 Court St., NE  
Salem, OR 97301-4096  
71923789001014265836

State of Oregon  
Department of Justice  
P.O. Box 14506  
Salem, OR 97303  
71923789001014265874



# AFFIDAVIT OF MAILING

Date: **October 27, 2011**

T.S. No.: **OST1-066389**

Loan No.: **HE5524**

STATE OF California }  
COUNTY OF Contra Costa

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

X   
Affiant **Cheryl Martin**

Ricky L. Hollenbeak  
52401 Hessig St.  
Fort Klamath, OR 97624  
71923789001014265768

Occupants of the Premises  
52401 Hessig St.  
Fort Klamath, OR 97624  
71923789001014265775

Ricky L. Hollenbeak  
P.O. Box 1256  
Chiloquin, OR 97624  
71923789001014265782

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Contra Costa

On

3.6.12

Date

before me,

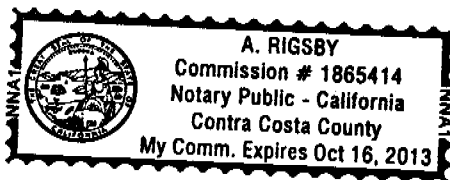
A. RIGSBY

Here Insert Name and Title of the Officer

personally appeared

Cheryl Martin

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

A. Rigby

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Ricky L. Hollenbeak, as grantor to First American Title Insurance Company of Oregon, as Trustee, in favor of California Union Properties, LLC, a California Limited Liability Company, as beneficiary, dated 8/11/2010, recorded 8/16/2010, in the mortgage records of Klamath County, Oregon, as 2010-009682, covering the following described real property situated in said county and state, to wit:

A parcel of land located in Block 3 of Hessig Addition to Fort Klamath, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

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PROPERTY ADDRESS: 52401 Hessig St., Fort Klamath, OR 97624

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### **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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

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The trustee's rules of auction may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.rsvpforeclosures.com](http://www.rsvpforeclosures.com).

Dated: 10/21/2011

Northwest Trustee Services, Inc.



By: Amy Riggsby, Assistant Vice President

For further information, please contact:

Northwest Trustee Services, Inc.,  
2600 Stanwell Drive, Suite 200, Concord, CA 94520  
(925) 603-1000  
File No. OST1-066389

**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: 52401 Hessig St.,  
Fort Klamath, OR 97624

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 10/21/2011 to bring your mortgage current was \$3,433.00. 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 800-995-2670 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:  
Northwest Trustee Services, Inc.  
P.O. Box 5070  
Concord, CA 94520

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

3/15/2012 at 11:00 AM, On the front steps of the Circuit Court, 316 Main Street,  
Klamath Falls, OR.

**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 phone number of an organization near you, please call the statewide phone 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 Web site at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments or both. You can get information about possible loan modification programs by contacting your lender at 209-576-2835. 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'. THE FORM ATTACHED MUST BE RETURNED AS DIRECTED BY 11/20/2011, 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 10/21/2011

Northwest Trustee Services, Inc., as trustee  
2600 Stanwell Drive, Suite 200  
Concord, CA 94520

Phone: (800) 995-2670



## **LOAN MODIFICATION/MEETING REQUEST FORM**

Your home is at risk of foreclosure. There may be options available to help you keep your home. If you want to request a loan modification, you must return this form to the address below by 11/20/2011, which is 30 days from the date the Trustee signed the accompanying Notice:

**Northwest Trustee Services, Inc.  
P.O. Box 5070  
Concord, CA 94520**

There may be options available to you, including:

- 1) Modifying your loan terms
- 2) Temporarily lowering payments
- 3) Scheduling payments to cure the arrearages
- 4) Temporary suspension of payments
- 5) Other options based on your lender and the loan type

In order to discuss your loan options, you should gather and provide the following documents:

- 1) Last year's tax returns
- 2) Pay stubs for the last 2 months
- 3) Bank statements for the last 3 months
- 4) Other documents showing your financial hardship status
- 5) Your lender may request that you complete additional forms or provide additional information

**RETURNING THIS REQUEST DOES NOT MODIFY YOUR LOAN.** Your lender is required to contact you within 45 days after you return this form to discuss a possible loan modification. The foreclosure sale will not occur until your lender has contacted you about your request. **YOUR LENDER IS NOT REQUIRED TO MODIFY YOUR LOAN.** The foreclosure sale may proceed if your loan is not modified.

☐ CHECK THIS BOX TO REQUEST A MEETING. Before the lender responds to your request for a loan modification, you may request IN WRITING a meeting with the lender by sending your written request for a meeting to:

**Northwest Trustee Services, Inc.  
P.O. Box 5070  
Concord, CA 94520**

Upon receipt of your written request for a meeting, the lender will attempt to contact you by mail, telephone or e-mail to schedule a meeting in person or by telephone at the lender's option. NOTE: It is important that you respond immediately to any contact from your lender to schedule a meeting that you have requested. If you do not respond within 7 days from the date your lender attempts to contact you to schedule a meeting, your lender may refuse to meet, deny your request for consideration of a loan modification and resume foreclosure activities.

File No: OST1-066389  
Loan No: HE5524  
Borrower Name: Ricky L. Hollenbeak  
Property Address: 52401 Hessig St., Fort Klamath, OR 97624

Please indicate where your lender may contact you:

Mailing Address: \_\_\_\_\_

Home Telephone Number: \_\_\_\_\_ Work Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_ (providing your e-mail address authorizes the lender or its agent to communicate with you by e-mail concerning your request for loan modification consideration and for the purpose of scheduling and confirming a meeting.)