

WTC 905609

2012-002759

Klamath County, Oregon



00115332201200027590230238

03/14/2012 03:23:37 PM

Fee: \$162.00

RECORDING COVER SHEET

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.

AFTER RECORDING RETURN TO:

Shapiro & Sutherland, LLC

1499 SE Tech Center Place

Suite 255

Vancouver, WA 98683

S&S File No. 11-106592

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

Affidavit of Mailing/Trustee's Notice of Sale
Affidavit of Service
Affidavit of Publication
Certificate of Non-Military Service & DOD Certificate

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

Tompkins, Howard J. & Cynthia F.
27119 Rocky Point Road, Klamath Falls, OR 97601

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

EverBank
8100 Nations Way
Jacksonville, Florida 32256

Kelly D. Sutherland, Successor Trustee
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683

4) TRUE AND ACTUAL CONSIDERATION | 5) SEND TAX STATEMENTS TO:

ORS 93.030(5) - Amount in dollars or other

\$ _____ Other _____

6) SATISFACTION of ORDER or WARRANT | 7) The amount of the monetary

ORS 205.125(1)(e)

CHECK ONE: FULL

(If applicable) PARTIAL

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 _____."

1162Amf

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
11-106592

OREGON
AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, Kelly D. Sutherland, say and certify that:

I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or the successor in interest named in the Trust Deed described in the attached Notice of Sale.

I have given notice of sale of the real property described in the attached Notice of Sale by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

Howard J. Tompkins
27119 Rocky Point Road
Klamath Falls, OR 97601

Cynthia F. Tompkins
P.O. Box 1718
Jacksonville, OR 97530

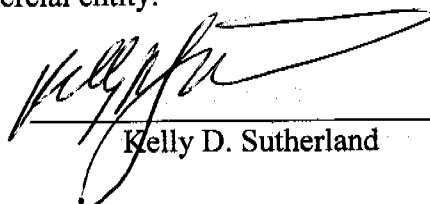
Cynthia F. Tompkins
27119 Rocky Point Road
Klamath Falls, OR 97601

Howard J. Tompkins
P.O. Box 1718
Jacksonville, OR 97530

The persons mailed to include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or whose interest the trustee or the beneficiary has actual notice and any person requesting notice as provided in ORS 86.785 and all junior lien holders as provided in ORS 86.740.

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale by Kelly D. Sutherland, Shapiro & Sutherland, LLC, the trustee named in said notice; each copy was mailed in a sealed envelope, with postage prepaid, and was deposited in the United States post office at Vancouver, Washington, on November 21, 2011. Each notice was mailed after the date that the Notice of Default and Election to Sell described in said Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

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



Kelly D. Sutherland

State of Washington)

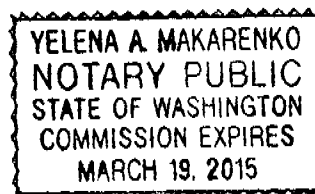
)

County of Clark)

On this 13th day of March, in the year 2012, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal

Yelena A. Makarenko
Notary Public
My Commission Expires: 3/19/2015



TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Howard J. Tompkins and Cynthia F. Tompkins, tenants in the entirety, as grantor to Sharper Lending, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for First Horizon Home Loans, a division of First Tennessee Bank N.A., as Beneficiary, dated July 6, 2007, recorded July 20, 2007, in the mortgage records of Klamath County, Oregon, in Book 2007, at Page 012880, beneficial interest having been assigned to EverBank, as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

COMMONLY KNOWN AS: 27119 Rocky Point Road, Klamath Falls, OR 97601

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said 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 in the sum of \$1,758.92, from March 1, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

\$304,172.97, together with interest thereon at the rate of 6.25% per annum from February 1, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on March 22, 2012, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, 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 said described real property which the grantor has or had power to convey at the time of the execution of said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

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 the Oregon State Bar and ask for the lawyer referral service 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 information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: ~~This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.~~

Dated: 11/10/2011

By: 
KELLY D. SUTHERLAND
Successor Trustee
SHAPIRO & SUTHERLAND, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
www.shapiroattorneys.com/wa
Telephone: (360) 260-2253
Toll-free: 1-800-970-5647
S&S 11-106592

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

EXHIBIT "A"

A parcel of land lying in Tract "A" of HARRIMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in Section 3, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point of intersection of the West line of Lot 8 of HARRIMAN PARK, Klamath County, Oregon with the Southerly line of the Westside Highway, also known as the Klamath Falls-Rocky Point Highway, a County Road formerly designated as State Highway 421; thence Southwesterly along the Southerly line of said Highway a distance of 200 feet; thence Southwesterly along a line parallel to the West line of said Lot 8 of HARRIMAN PARK a distance of 110.5 feet, more or less to a point; thence Northeasterly on a line parallel to said South line of said Westside Highway to the Southwest corner of said Lot 8 of HARRIMAN PARK; thence North along said West line of HARRIMAN PARK a distance of 110.5 feet, more or less to the point of beginning.

11106592 / TOMPKINS
ASAP# 4141230

SHAPOR

AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

I, Erick Kaber, 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, Exhibit "A" and Notice to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

**27119 Rocky Point Road
Klamath Falls, OR 97601**

As follows:

On 11/22/2011 at 3:20 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 door, pursuant to ORS 86.750 (1)(b)(A).

On 11/29/2011 at 4:00 PM, 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 door, pursuant to ORS 86.750 (1)(b)(B).

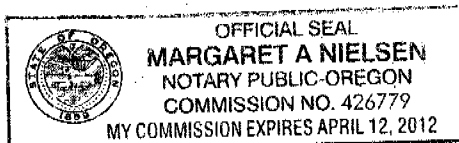
On 12/02/2011 at 12:05 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 7 day of December, 20 11
by Erick Kaber.

Margaret A. Nielsen
Notary Public for Oregon

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



278781

11106592 / TOMPKINS
ASAP# 4141230

SHAPOR

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Multnomah

ss.

I, Sarah-Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On December 05, 2011, I mailed a copy of the Trustee's Notice of Sale, Exhibit "A" and Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT
27119 Rocky Point Road
Klamath Falls, OR 97601

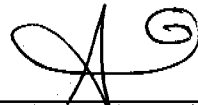
This mailing completes service upon an occupant at the above address with an effective date of **11/22/2011** as calculated pursuant to ORS 86.750 (1)(c).

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

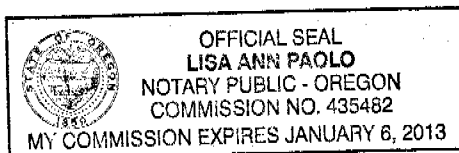
SUBSCRIBED AND SWORN BEFORE ME
this 5 day of December, 2011
by Sarah-Ruth Tasko.

Notary Public for Oregon

X



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



278781

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Howard J. Tompkins and Cynthia F. Tompkins, tenants in the entirety, as grantor to Sharper Lending, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for First Horizon Home Loans, a division of First Tennessee Bank N.A., as Beneficiary, dated July 6, 2007, recorded July 20, 2007, in the mortgage records of Klamath County, Oregon, in Book 2007, at Page 012880, beneficial interest having been assigned to EverBank, as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

COMMONLY KNOWN AS: 27119 Rocky Point Road, Klamath Falls, OR 97601

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said 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 in the sum of \$1,758.92, from March 1, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

\$304,172.97, together with interest thereon at the rate of 6.25% per annum from February 1, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on March 22, 2012, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, 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 said described real property which the grantor has or had power to convey at the time of the execution of said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations or trust deed, and in addition

KDB
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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

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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.

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· 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.

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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.

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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.

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5/18/11
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.

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OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: 11/18/2011

By: 
KELLY D. SUTHERLAND
Successor Trustee
SHAPIRO & SUTHERLAND, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
www.shapiroattorneys.com/wa
Telephone: (360) 260-2253
Toll-free: 1-800-970-5647
S&S 11-106592

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

KLB
EXHIBIT "A"

A parcel of land lying in Tract "A" of HARRIMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in Section 3, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the point of intersection of the West line of Lot 8 of HARRIMAN PARK, Klamath County, Oregon with the Southerly line of the Westside Highway, also known as the Klamath Falls-Rocky Point Highway, a County Road formerly designated as State Highway 421; thence Southwesterly along the Southerly line of said Highway a distance of 200 feet; thence Southwesterly along a line parallel to the West line of said Lot 8 of HARRIMAN PARK a distance of 110.5 feet, more or less to a point; thence Northeasterly on a line parallel to said South line of said Westside Highway to the Southwest corner of said Lot 8 of HARRIMAN PARK; thence North along said West line of HARRIMAN PARK a distance of 110.5 feet, more or less to the point of beginning.

**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#13887 SALE TOMPKINS

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:

01/05/2012 01/12/2012 01/19/2012 01/26/2012

Total Cost: \$1275.32

Jeanine P Day

Subscribed and sworn by Jeanine P Day before me on:
26th day of January in the year of 2012

Debra A Gribble

Notary Public of Oregon

My commission expires on May 15, 2012



TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Howard J. Tompkins and Cynthia F. Tompkins, tenants in the entirety, as grantor to Sharper Lending, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for First Horizon Home Loans, a division of First Tennessee Bank N.A., as Beneficiary, dated July 6, 2007, recorded July 20, 2007, in the mortgage records of Klamath County, Oregon, in Book 2007, at Page 012880, beneficial interest having been assigned to EverBank, as covering the following described real property: A parcel of land lying in Tract "A" of HARRIMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, in Section 3, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at the point of intersection of the West line of Lot 8 of HARRIMAN PARK, Klamath County, Oregon with the Southerly line of the Westside Highway, also known as the Klamath Falls-Rocky Point Highway, a County Road formerly designated as State Highway 421; thence Southwesterly along the Southerly line of said Highway a distance of 200 feet; thence Southwesterly along a line parallel to the West line of said Lot 8 of HARRIMAN PARK a distance of 110.5 feet, more or less to a point; thence Northeasterly on a line parallel to said South line of said Westside Highway to the Southwest corner of said Lot 8 of HARRIMAN PARK; thence North along said West line of HARRIMAN PARK a distance of 110.5 feet, more or less to the point of beginning. COMMONLY KNOWN AS: 27119 Rocky Point Road, Klamath Falls, OR 97601.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said 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 in the sum of \$1,758.92, from March 1, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit: \$304,172.97, together with interest thereon at the rate of 6.25% per annum from February 1, 2011, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on March 22, 2012, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, 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 said described real property which the grantor has or had power to convey at the time of the execution of said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default.

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 obligations of 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property. The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

Dated: November 18, 2011

By: /s/ Kelly D. Sutherland

KELLY D. SUTHERLAND, Successor Trustee

SHAPIRO & SUTHERLAND, LLC

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683, www.shapiroattorneys.com/wa

Telephone: (360) 260-2253, Toll-free: 1-800-970-5647

S&S 11-106592

#13887 January 05, 12, 19, 26, 2012.


AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
Telephone: (360) 260-2253
11-106592

CERTIFICATE OF NON-MILITARY SERVICE

STATE OF WASHINGTON)
) SS.
County of CLARK)

THIS IS TO CERTIFY THAT I, Kelly D. Sutherland, am the Successor Trustee of that certain trust deed serviced by EverBank, the current beneficiary, in which Howard J. Tompkins and Cynthia F. Tompkins, tenants in the entirety, as grantor, conveyed to Sharper Lending, as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated July 6, 2007, and recorded July 20, 2007, in the mortgage records of said county, in Book No. 2007, at Page 012880, thereafter a Notice of Default with respect to said trust deed was recorded November 16, 2011, in Book No. 2011, at Page No. 012858, of said mortgage records; thereafter the said trust deed was duly foreclosed by advertisement and sale and the real property covered by said trust deed is scheduled to be sold at the trustee's sale on March 22, 2012. I reasonably believe at no time during the period of three months and one day immediately preceding the day of said sale and including the day thereof, was the real property described in and covered by said trust deed, or any interest therein, owned by a person in the military service as defined in Article I of the "Soldiers' and Sailor's Civil Relief Act of 1940," as amended, as evidenced by the attached Department of Defense certificate(s), or legally incompetent under the laws of the State of Oregon.

In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary named in said trust deed.

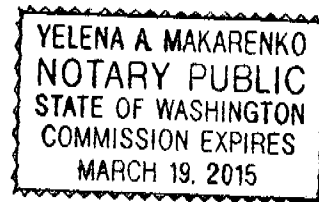


Kelly D. Sutherland
Successor Trustee

STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

SUBSCRIBED AND SWORN to before me this 13th day of March, 20 12,
by Kelly D. Sutherland, Successor Trustee.

Yelena A. Makarenko
Notary Public for Washington
My commission expires 3/19/2015



Department of Defense Manpower Data Center

Mar-13-2012 14:17:56



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
TOMPKINS	HOWARD	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, Director
Department of Defense - Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

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

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

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

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

More information on "Active Duty Status"

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

Coverage Under the SCRA is Broader in Some Cases

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

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

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

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.
Report ID:G747EGLJOF

Department of Defense Manpower Data Center

Mar-13-2012 14:16:41



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
TOMPKINS	CYNTHIA	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, Director
Department of Defense - Manpower Data Center
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Report ID:VB7CFIR20K