

2012-002898

Klamath County, Oregon



00115503201200028980260267

03/19/2012 03:33:51 PM

Fee: \$172.00

OFFICE

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

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

**AFTER RECORDING RETURN TO:**

Cal-Western Reconveyance Corp  
525 East Main St  
El Cajon, CA 92020

TS# 1326855-09

**Trustor: Michael Schulte 2318 Modoc St Klamath Falls, OR 97601**

**Original Beneficiary**

Bank of America, N.A. A National Association  
275 S. Valencia Ave. 1<sup>st</sup> Brea, CA 92823

**Original Trustee**

First American Title Company of Oregon  
C/O Cal-Western Reconveyance Corp  
525 East Main St  
El Cajon, CA 92020

**Current trustee:**

Cal-Western Reconveyance Corp  
525 East Main St  
El Cajon, CA 92020

**Current Beneficiary:**

Bank of America, N.A.  
475 Crosspoint Parkway Getzville, NY 14068

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

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

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

**Affidavit of Mailing Notice of Sale:**

1. Eduardo Silva C/O Interface 4241 Ponderosa Ave, Suite G, San Diego, CA 92123
2. Michael Schulte 2318 Modoc St Klamath Falls, OR 97601

**Affidavit of Service:**

1. Robert W. Bolenbaugh C/O Interstate Process Servicing Inc P.O. Box 80815,Portland, OR 97280
2. Michael Schulte 2318 Modoc St Klamath Falls, OR 97601

**Affidavit of mailings:**

- 1.Gloria Carter C/O Interstate Process Servicing Inc P.O. Box 80815,Portland, OR 97280
2. Michael Schulte 2318 Modoc St Klamath Falls, OR 97601

**Affidavit of Publication:**

1. Herald and News 2701 Foothills Blvd, Klamath Falls, OR 97603
2. Michael Schulte 2318 Modoc St Klamath Falls, OR 97601

**Affidavit of Compliance with Oregon SB628**

1. Rosemary Bare Bank of America, N.A. 475 Crosspoint Parkway Getzville, NY 14068
2. Michael Schulte 2318 Modoc St Klamath Falls, OR 97601

11629m

WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation  
P.O. Box 22004  
525 East Main Street  
El Cajon, CA 92022-9004

T.S. NO.: 1326855-09

LOAN NO.: 871803786

## AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF CALIFORNIA } SS  
COUNTY OF SAN DIEGO }

I, Edwardo Silva being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached Notice of Sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached Notice of Sale by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit:

### SEE ATTACHED

Said person(s) include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons 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 TAMMY LAIRD, for CAL-WESTERN RECONVEYANCE CORPORATION, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in San Diego County, California, on October 06, 2011. Each of said notices was mailed after the Notice of Default and Election to Sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale. The additional notice required under HB3630 was mailed to grantors on or before the date the notice of sale was served or mailed via first class and certified mail with return receipt requested.

  
Affiant

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

SUBSCRIBED AND SWORN to me this 1-13-12 day of January, 2012

  
Notary Public



Pursuant to the requirements of the State of Oregon, we enclose a copy of a Notice of Trustee's Sale in an envelope certified, return receipt requested and with postage prepaid.

You will please observe that this copy of the Notice of Trustee's Sale is mailed within the statutory time period.

Thank you.

CAL-WESTERN RECONVEYANCE CORPORATION

Enclosure

ADROCCOR

Rev. 06/28/10

**Cal-Western Reconveyance Corporation**  
**525 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-9004**  
**TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: [www.cwrc.com](http://www.cwrc.com)**

Pursuant to the requirements of the State of Oregon, we enclose a copy of Notice of Trustee's Sale in an envelope certified, return receipt requested and with postage prepaid.

You will please observe that this copy of the Notice of Trustee's Sale is mailed within the statutory time limit.

This letter is an attempt to collect a debt and any information obtained from you will be used for that purpose.

Unless you notify us at the address on the attached notice within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, we will assume this debt is valid. If you notice that you dispute this debt, we will obtain a verification of the debt from the lender and mail you a copy.

If you make a request to us in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor.

If you are in any branch of the U.S. Reserve Armed Forces and have been called to active duty, please forward a copy of your orders to our office.

Thank you.

CAL-WESTERN RECONVEYANCE CORPORATION

Enclosure

nosmtor

Rev.06/28/10

Cal-Western Reconveyance Corporation  
525 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-9004  
TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: [www.cwrc.com](http://www.cwrc.com)

## **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:**

2318 MODOC ST

KLAMATH FALLS OR 97601

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 5, 2011 to bring your mortgage loan current was \$43,384.82. 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 (866)855-0059 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:

STATE MEDIATION GROUP

8521 FALLBROOK AVE

CA9-902-02-10

WEST HILLS CA 91304

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

Date and time: January 31, 2012 1:00pm

Place: AT THE MAIN STREET ENTRANCE TO 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, 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: <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 (866)855-0059. 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: [www.makinghomeaffordable.gov](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 THE FORM BY November 5, 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: October 5, 2011

Trustee name: CAL-WESTERN RECONVEYANCE CORPORATION

Trustee signature:   
Naomi Feistel

Trustee telephone number: (800) 546-1531 x.3623

Trustee Sale No.: 1326855-09

TS #: 1326855-09

Loan #: 871803786

Property Address: 2318 MODOC ST  
KLAMATH FALLS OR 97601

**MODIFICATION REQUEST FORM**

Pursuant to Oregon Senate Bill 628, this Modification Request Form must be completed and returned to:

STATE MEDIATION GROUP

8521 FALLBROOK AVE

CA9-902-02-10

WEST HILLS CA 91304

for receipt on or before November 5, 2011. As provided by Oregon Senate Bill 628, please complete and return this Modification Request Form and Financial Statement disclosing your current information including address, phone number and electronic e-mail address and other facts that may affect your eligibility for loan modification.

I wish to apply for a loan modification. A loan modification is a written agreement between me and the lender that permanently changes the terms of the loan. I fell behind on my mortgage payments because (hardship situation):

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Borrower #1

Borrower #2

You must also complete and return the Financial Statement contained on the following page for your application to be processed. Pursuant to SB 628, the lender may request additional information or documentation from you after review of this Modification Request Form in order to make a determination as to your eligibility for modification.



## TRUSTEE'S NOTICE OF SALE

T.S. No: 1326855-09

I CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

BY   
NAOMI FEISTEL

Reference is made to that certain deed made by  
MICHAEL L. SCHULTE as Grantor to  
FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of

BANK OF AMERICA, N.A. A NATIONAL BANKING ASSOCIATION as Beneficiary,

dated November 01, 2005, recorded November 10, 2005, in official records of KLAMATH County,  
OREGON in book/reel/volume No. MO5 at  
page No. 68825, fee/file/instrument/microfilm/reception No. XX covering the following described real  
property situated in the said County and State, to-wit:

LOTS 1 AND 2, BLOCK 9, NORTH KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT  
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,  
OREGON.

Commonly known as:

2318 MODOC ST 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 notice has been recorded pursuant to Section 86.735(3) of Oregon Revised  
Statutes: the default for which the foreclosure is made is the grantor's:

Failure to pay the monthly payment due June 1, 2008 of principal and interest and subsequent  
installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary  
pursuant to the terms and conditions of said deed of trust.

Monthly payment \$807.40      Monthly Late Charge \$.00

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust  
immediately due and payable, said sums being following, to-wit; The sum of \$108,496.04 together with  
interest thereon at the rate of 6.000% per annum, from May 01, 2008 until paid; plus all accrued late  
charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary  
pursuant to the terms and conditions of the said deed of trust.

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1326855-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on January 31, 2012 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at  
AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY COURTHOUSE  
316 MAIN STREET

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 grantor had or had power to convey at the time of the execution by him of the 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 expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with the costs, trustee's fees and attorney's fees and by curing any other default complained of in the Notice of Default, at any time not later than five days before the date last set for sale.

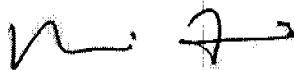
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" includes their respective successors in interest, if any.

Dated: September 23, 2011

CAL-WESTERN RECONVEYANCE CORPORATION  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: \_\_\_\_\_



## **NOTICE TO RESIDENTIAL TENANTS:**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 31, 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.

OREGON STATE BAR  
16037 SW Upper Boones Ferry Road  
Tigard, Oregon 97224  
(503) 620-0222  
(800) 452-8260  
<http://www.osbar.org>

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

Date \_\_\_\_\_

**FINANCIAL STATEMENT**

Loan # \_\_\_\_\_

**Borrower 1** - NAME \_\_\_\_\_ SSN # \_\_\_\_\_ # of people living in house? \_\_\_\_\_

Currently Employed? (Y/N) \_\_\_\_\_ If no, date of last employment \_\_\_\_/\_\_\_\_/\_\_\_\_ Drawing Unemployment income? (Y/N) \_\_\_\_\_

If yes, date started receiving unemployment income \_\_\_\_/\_\_\_\_/\_\_\_\_ Self-employed? (Y/N) \_\_\_\_\_

If yes, is borrower combining business and personal income? (Y/N) **Name of Employer** \_\_\_\_\_

Disabled? Temporary/Permanent? (T/P) \_\_\_\_\_ If temp. Est. End date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Work Phone #** \_\_\_\_\_ **Home Phone Number** \_\_\_\_\_ **E-mail** \_\_\_\_\_**Borrower 2** - NAME \_\_\_\_\_ SSN# \_\_\_\_\_

Currently Employed? (Y/N) \_\_\_\_\_ If no, date of last employment \_\_\_\_/\_\_\_\_/\_\_\_\_ Drawing Unemployment income? (Y/N) \_\_\_\_\_

If yes, date started receiving unemployment income \_\_\_\_/\_\_\_\_/\_\_\_\_ Self-employed? (Y/N) \_\_\_\_\_

If yes, is borrower combining business and personal income? (Y/N) **Name of Employer** \_\_\_\_\_

Disabled? Temporary/Permanent? (T/P) \_\_\_\_\_ If temp. Est. End date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Work Phone #** \_\_\_\_\_ **Home Phone Number** \_\_\_\_\_ **E-mail** \_\_\_\_\_**FINANCIALS**

Monthly Gross Employment Income \_\_\_\_\_

Less taxes \_\_\_\_\_

Less medical insurance \_\_\_\_\_

Retirement/401K/etc \_\_\_\_\_

Unemployment Data

Former Monthly Gross \_\_\_\_\_

Total Severance Pkg Value \_\_\_\_\_

Monthly Unemployment Income \_\_\_\_\_

Profit Sharing \_\_\_\_\_

Rental Income \_\_\_\_\_

Disability/Social Security Income \_\_\_\_\_

Other deductions \_\_\_\_\_ (explain) \_\_\_\_\_

Other Income \_\_\_\_\_ (explain) \_\_\_\_\_

**Expenses****Monthly****Balance****Past Due? (Y/N)****Assets**

Mortgage Payment \_\_\_\_\_

Taxes &amp; Insurance if non escrowed \_\_\_\_\_

HOA Dues \_\_\_\_\_

Food (including meals outside home) \_\_\_\_\_

Utilities: Electric &amp; heat \_\_\_\_\_

Water &amp; Sewer \_\_\_\_\_

Telephone \_\_\_\_\_

Cable TV \_\_\_\_\_

Auto expenses: Gas \_\_\_\_\_

Insurance \_\_\_\_\_

Child Care \_\_\_\_\_

Auto loan payments(s) \_\_\_\_\_

Credit card payment(s) (#\_\_\_\_) \_\_\_\_\_

Other lien payment(s) (#\_\_\_\_) \_\_\_\_\_

Other property payment(s) \_\_\_\_\_

Student loans payment(s) \_\_\_\_\_

Medical &amp; Dental \_\_\_\_\_

Rents Paid \_\_\_\_\_

Chapter 13 Trustee \_\_\_\_\_

Alimony &amp; support paid to others \_\_\_\_\_

Other: \_\_\_\_\_

Balance: \_\_\_\_\_

Checking \_\_\_\_\_

Savings \_\_\_\_\_

401K/IRA \_\_\_\_\_

Vehicles: \_\_\_\_\_

# owned \_\_\_\_\_

Value \_\_\_\_\_

Other Property: \_\_\_\_\_

# owned \_\_\_\_\_

Value \_\_\_\_\_

of properties \_\_\_\_\_

Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

**How much money do you have available to contribute as a down payment towards a workout \$ \_\_\_\_\_**

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: First Class

Type of Mailing: NOS MAILING

Affidavit Attachment: 1816768-01 000 10060234 CWR

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
11969002484012640661	1	MICHAEL L SCHULTE	2318 MODOC ST	KLAMATH FALLS OR 97601
11969002484012640678	2	Occupant(s) / Tenant(s)	2318 MODOC ST	KLAMATH FALLS OR 97601
11969002484012640685	3	MICHAEL L SCHULTE	377 W FALLBROOK AVE STE 201	FRESNO CA 93711
11969002484012640692	4	MICHAEL L SCHULTE	2318 MODOC STREET	KLAMATH FALLS OR 97601
11969002484012640708	5	MICHAEL L SCHULTE	377 FALLBROOK #201	FRESNO CA 93711

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: Certified - Ret

Type of Mailing: NOS MAILING

Affidavit Attachment: 1816768-01 000 10060234 CWR

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484011288002	1	MICHAEL L SCHULTE	2318 MODOC ST	KLAMATH FALLS OR 97601
71969002484011288026	2	Occupant(s) / Tenant(s)	2318 MODOC ST	KLAMATH FALLS OR 97601
71969002484011288057	3	MICHAEL L SCHULTE	377 W FALLBROOK AVE STE 201	FRESNO CA 93711
71969002484011288088	4	MICHAEL L SCHULTE	2318 MODOC STREET	KLAMATH FALLS OR 97601
71969002484011288118	5	MICHAEL L SCHULTE	377 FALLBROOK #201	FRESNO CA 93711



**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
SCHULTE	MICHAEL		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/tag/ps/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: H2J71PR0DV



Klamath County, Oregon  
BANK OF AMERICA, beneficiary  
MICHAEL L SCHULTE, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1326855-09  
REF # 392683

AFFIDAVIT OF SERVICE

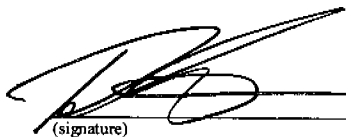
I hereby certify that I am a competent person 18 years of age or older and meet the requirements in the state of service, am not the beneficiary of the trustee named in the original trustee's Notice of Sale, nor the successor of either, nor an officer, director, employee of or attorney for the beneficiary or trustee, or successor of either, corporate or otherwise.

I further certify that service was made of the foregoing TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL TENANTS upon an  
**OCCUPANT of 2318 MODOC ST, Klamath Falls, OR 97601**, with copy(ies), as follows:

Date and Time                      Attempts  
09/27/2011 at 5:01 PM              1st Attempt: SERVED

**PERSONAL SERVICE** upon **JEREMY McKINNIS**.

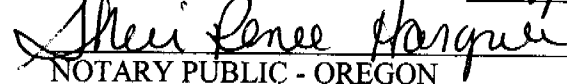
**SUBSTITUTED SERVICE** upon **TOSHA McKINNIS**.

  
(signature)

Robert W. Bolenbaugh

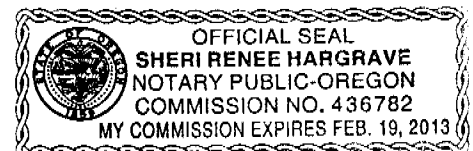
STATE OF OREGON, County of Klamath

Signed and affirmed before me on 9/29/2011

  
NOTARY PUBLIC - OREGON

CLIENT REF # 392683  
IPS# 78217

(SEAL)



Klamath County, Oregon  
BANK OF AMERICA, beneficiary  
MICHAEL L SCHULTE, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1326855-09  
REF # 392683

AFFIDAVIT OF MAILING

NOTICE OF SUBSTITUTED SERVICE

to: TOSHA McKINNIS  
2318 MODOC ST  
Klamath Falls OR 97601

You are hereby notified that you have been served with a TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL TENANTS (hereafter called documents), a true copy is attached and enclosed. SUBSTITUTED SERVICE was made on **09/27/2011**, at **5:01 PM** by leaving a true copy of said documents with **JEREMY McKINNIS**, who is a person of suitable age and a member of your household, to-wit: **2318 MODOC ST, Klamath Falls, OR 97601**.

IPS# 78217

-----  
AFFIDAVIT OF MAILING

I certify that:

I mailed a Notice of Service, a complete copy of which appears above, together with a true copy of the documents referred to therein and attached thereto, to the person and to the address first appearing above.

The Notice set forth above, and true copies of the said documents were placed in a sealed envelope with first class postage thereon fully prepaid and deposited with the United States Post Office on **09/28/2011**, addressed as aforesaid.

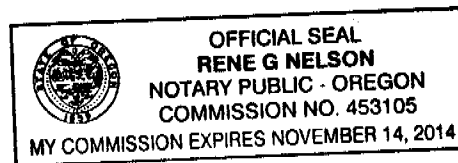
Gloria Carter

STATE OF OREGON, County of Multnomah.

Signed and attested before me on September 28, 2011 by Gloria Carter.

[Signature] (SEAL)

NOTARY PUBLIC - OREGON



CLIENT: RELIABLE POSTING & PUBLISHING REF # 392683  
IPS# 78217

INTERSTATE PROCESS SERVING INC \* P.O. Box 80815, Portland OR 97280 \* 503/452-7179

392683

## TRUSTEE'S NOTICE OF SALE

I CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

BY   
NAOMI FEISTEL

T.S. No: 1326855-09

Reference is made to that certain deed made by  
MICHAEL L. SCHULTE as Grantor to  
FIRST AMERICAN TITLE INSURANCE COMPANY, as Trustee, in favor of

BANK OF AMERICA, N.A. A NATIONAL BANKING ASSOCIATION as Beneficiary,

dated November 01, 2005, recorded November 10, 2005, in official records of KLAMATH County,  
OREGON in book/reel/volume No. MO5 at  
page No. 68825, fee/file/instrument/microfilm/reception No. XX covering the following described real  
property situated in the said County and State, to-wit:

LOTS 1 AND 2, BLOCK 9, NORTH KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT  
THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,  
OREGON.

Commonly known as:

2318 MODOC ST 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 notice has been recorded pursuant to Section 86.735(3) of Oregon Revised  
Statutes: the default for which the foreclosure is made is the grantor's:

Failure to pay the monthly payment due June 1, 2008 of principal and interest and subsequent  
installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary  
pursuant to the terms and conditions of said deed of trust.

Monthly payment \$807.40      Monthly Late Charge \$.00

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust  
immediately due and payable, said sums being following, to-wit; The sum of \$108,496.04 together with  
interest thereon at the rate of 6.000% per annum, from May 01, 2008 until paid; plus all accrued late  
charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary  
pursuant to the terms and conditions of the said deed of trust.

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1326855-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on January 31, 2012 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at  
AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY COURTHOUSE  
316 MAIN STREET

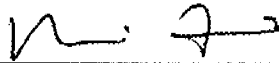
City of KLAMATH FALLS, County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with the costs, trustee's fees and attorney's fees and by curing any other default complained of in the Notice of Default, at any time not later than five days before the date last set for sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor 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" includes their respective successors in interest, if any.

Dated: September 23, 2011

CAL-WESTERN RECONVEYANCE CORPORATION  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: 

### **NOTICE TO RESIDENTIAL TENANTS:**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 31, 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.

OREGON STATE BAR  
16037 SW Upper Boones Ferry Road  
Tigard, Oregon 97224  
(503) 620-0222  
(800) 452-8260  
<http://www.osbar.org>

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



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
SCHULTE	MICHAEL	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: VR9I5R8QKT

392683

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

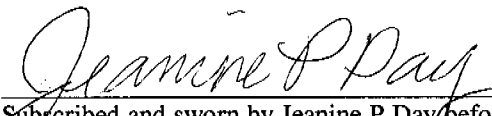
I, Jeanine P. Day, Finance Director, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#13779 SALE SCHULTE #392683

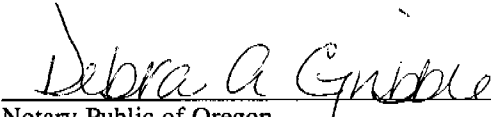
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

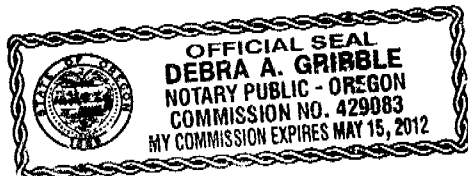
Insertion(s) in the following issues:

10/25/2011 11/01/2011 11/08/2011 11/15/2011

Total Cost: \$880.22

  
Subscribed and sworn by Jeanine P Day before me on:  
24th day of January in the year of 2012

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



**TRUSTEE'S NOTICE OF SALE**  
Loan No: xxxxx3786 T.S. No.: 1326855-09.

Reference is made to that certain deed made by Michael L. Schulte, as Grantor to First American Title Insurance Company, as Trustee, in favor of Bank of America, N.A. A National Banking Association, as Beneficiary, dated November 01, 2005, recorded November 10, 2005, in official records of Klamath, Oregon in book/reel/volume No. mo5 at page No. 68825, fee/file/Instrument/microfilm/reception No. xx covering the following described real property situated in said County and State, to-wit: Lots 1 and 2, block 9, north Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Commonly known as: 2318 Modoc St 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 notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: Failure to pay the monthly payment due June 1, 2008 of principal and interest and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust. Monthly payment \$807.40 Monthly Late Charge \$.00.

By this reason of said default the beneficiary has declared all obligations secured by said Deed of Trust immediately due and payable, said sums being the following, to-wit: The sum of \$108,496.04 together with interest thereon at 6.000% per annum from May 01, 2008 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary pursuant to the terms and conditions of the said deed of trust.

Whereof, notice hereby is given that, Cal-Western Reconveyance Corporation the undersigned trustee will on January 31, 2012 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, At the Main Street entrance to Klamath County Courthouse 316 Main Street 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 had or had power to convey at the time of the execution by him of the 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 expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor 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" includes their respective successors in interest, if any. Dated: September 23, 2011. Cal-Western Reconveyance Corporation 525 East Main Street P.O. Box 22004 El Cajon Ca 92022-9004 Cal-Western Reconveyance Corporation Signature/By: Tammy Laird R-392683 10/25, 11/01, 11/08, 11/15. #13779 October 25, November 01, 08, 15, 2011.



Affidavit of Compliance Oregon SB 628

Re: Trust Deed from

**MICHAEL L. SCHULTE**

to

**Cal-Western Reconveyance Corporation**

File

No. **1326855-09**

**Affidavit of Compliance with Oregon Revised Statutes 86.750(5) & HB 3610 (2010)**

**Beneficiary:** BANK OF AMERICA, N.A.

**Original Loan Amount:** \$112,000.00

**Borrower name(s):** MICHAEL L. SCHULTE

**Property Address:** 2318 MODOC STREET, KLAMATH FALLS, OR 97601

The undersigned is an employee of the beneficiary or agent of the beneficiary of the trust deed securing the above-referenced loan and states, under penalty of perjury, that the following is true and correct based on my knowledge of the relevant business processes of the beneficiary or agent of the beneficiary and my review of the applicable business records of the beneficiary or agent of the beneficiary:

I am informed and believe, based on my review of applicable business records of the beneficiary or agent of the beneficiary, that the trustee mailed to the borrower(s) identified above the notice required by ORS 86.737 ("Notice to Grantor"). I am informed and believe, based on review of those business records, that along with the Notice to Grantor, the trustee also mailed the form contemplated by ORS 86.737 on which the borrower(s) could elect to ask the beneficiary to consider granting a loan modification and/or ask for a meeting ("Loan Modification Request Form"). The Notice to Grantor and/or Loan Modification Request Form instructed the borrower(s) to submit the completed Loan Modification Request Form as and where provided in the Notice to Grantor and/or Loan Modification Request Form. The Notice to Grantor also provided a deadline date by which the completed Loan Modification Request Form would need to be received from the borrower(s).

I am informed and believe, based on my review of applicable business records of the beneficiary or agent of the beneficiary, which the following circumstances have occurred, as indicated by a mark next to the paragraph(s) in the space provided:

- ☒ **No Request for Loan Modification Was Timely Received.** According to my review of applicable business records, the beneficiary (through its agent) did not receive a returned completed Loan Modification Request Form from the borrower(s) requesting a loan modification or a meeting before the deadline set forth in the Loan Modification Request Form.
- ☐ **Loan Modification Requested. Request Evaluated. Borrower Deemed Ineligible. Request Denied.** Applicable business records of the beneficiary or beneficiary's agent indicate that borrower(s) requested a loan modification within 30 days of the date listed on the Loan Modification Request Form and sent the completed Loan Modification Request Form to beneficiary (or its agent). Applicable business records indicate that (i) the loan modification request was evaluated by the beneficiary's agent within 45 days of receipt; (ii) after considering the most current financial information provided by borrower(s), the beneficiary or beneficiary's agent determined that borrower(s) is/are ineligible for a loan modification; (iii) within 45 days of the beneficiary's receipt of the completed Loan Modification Request Form, the beneficiary or beneficiary's agent notified borrower(s) that borrower(s) is/are ineligible for a loan modification; and (iv) beneficiary or beneficiary's agent provided a written communication outlining the reasons for the determination to the borrower(s).
- ☐ **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Applicable business records of the beneficiary or beneficiary's agent indicate that borrower(s) requested a loan modification within 30 days of the date listed on the Loan Modification Request Form and sent the completed Loan Modification Request Form to beneficiary (or its agent). Applicable business records indicate that (i) despite one or more subsequent requests from beneficiary or its agent for additional information, the borrower(s) failed to provide sufficient information to enable beneficiary or beneficiary's agent to determine whether borrower(s) is/are eligible for a loan modification; (ii) within 45 days of the beneficiary's or beneficiary's agent's receipt of the completed Loan Modification Request Form, the beneficiary or beneficiary's agent notified borrower(s) that borrower(s) is/are ineligible for a loan modification; and (iii) beneficiary or beneficiary's agent provided a written communication outlining the reasons for the determination to the borrower(s).

☐ **Meeting Requested, But Borrower(s) Did Not Respond to Attempt to Schedule Meeting. No Meeting Occurred.** According to my review of applicable business records, borrower(s) returned the completed Loan Modification Request Form and requested a meeting within the required date in the Loan Modification Request Form. Applicable business records of the beneficiary or beneficiary's agent indicate that (i) the beneficiary or beneficiary's agent attempted to contact the borrower(s) within 45 days of receiving the meeting request at the last known mailing address or telephone number or email address provided on the completed Loan Modification Request Form; but (ii) the borrower(s) did not respond within 7 days of attempted contact. Accordingly, no meeting occurred.

☐ **Meeting Requested and Occurred.** According to my review of applicable business records, borrower(s) returned the completed Loan Modification Request Form and requested a meeting within the required date in the Loan Modification Request Form. Applicable business records indicate that (i) the beneficiary or beneficiary's agent contacted the borrower(s) to schedule a meeting; (ii) a meeting was scheduled and took place between borrower(s) and a representative of the beneficiary or beneficiary's agent who was authorized to modify the loan or was able to obtain authority to modify the loan prior to responding to the loan modification request.

DATED: 2/23/12

By: Rosemary Bare  
Typed Name: Rosemary Bare  
Title: VP, Mortgage Servicing Unit Manager II  
Bank of America, N.A.

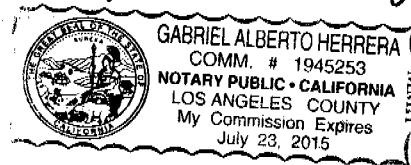
State of California)

) ss.

County of Los Angeles)

Subscribed and sworn to (or affirmed) before me on this 23 day of February, 2012, by Rosemary Bare, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature



**Beneficiary:** BANK OF AMERICA, N.A.