

NTC 91141

2012-005432

Klamath County, Oregon



00118473201200054320230232

05/18/2012 03:17:51 PM

Fee: \$167.00

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

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

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

2. GRANTEE (ORIGINAL GRANTOR ON TRUST DEED):

SCOTT DEVRY

3. GRANTOR-SUCCESSOR TRUSTEE:

NANCY K. CARY  
Hershner Hunter, LLP

4. BENEFICIARY:

WELLS FARGO BANK, N.A., also known as WACHOVIA MORTGAGE, a division of  
WELLS FARGO BANK, N.A., formerly known as WACHOVIA MORTGAGE, FSB, formerly  
known as WORLD SAVINGS BANK, FSB

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

167 Dmt

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

STATE OF OREGON            )  
                                      ) ss.  
COUNTY OF LANE         )

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

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

2. Pursuant to ORS 86.737, on December 22, 2011, I mailed the attached Notice to Grantors and Occupants of the real property by certified and first class mail at the following address(es):

Occupants  
1017 High Street  
Klamath Falls OR 97601

Scott DeVry  
1017 High Street  
Klamath Falls OR 97601

Scott DeVry  
2157 Ogden St.  
Klamath Falls OR 97603

3. I served the attached Trustee's Notice of Sale upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on January 10, 2012:

Occupants  
1017 High Street  
Klamath Falls OR 97601

Scott DeVry  
1017 High Street  
Klamath Falls OR 97601

Scott DeVry  
2157 Ogden St.  
Klamath Falls OR 97603

Connie Lynn DeVry  
2157 Ogden St.  
Klamath Falls OR 97603

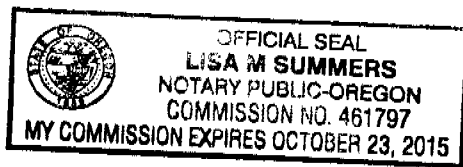
Travis James DeVry  
2112 Watson Street  
Klamath Falls OR 97603

AFFIDAVIT OF MAILING

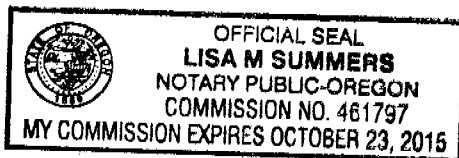
4. The above copies were enclosed in sealed envelopes addressed to the parties named above at the addresses set forth below their names which, to the best of my knowledge, were their last known addresses as of the date of mailing. The copies were mailed by certified mail, return receipt requested, and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

Nancy K. Cary, Successor Trustee

Signed and sworn to before me on January 10, 2012, by NANCY K. CARY.



Lisa M. Summers  
Notary Public for Oregon  
My Commission Expires: 10/23/2015



**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:

1017 High Street  
Klamath Falls, OR 97601-2891

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 December 21, 2011 to bring your mortgage loan current was \$8,366.16. 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 1-800-282-3458 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to: NANCY K. CARY, Successor Trustee, Hershner Hunter, LLP, P.O. Box 1475, Eugene, OR 97440.

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

Date and Time: May 10, 2012, 11:00 a.m.

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

**THIS IS WHAT YOU CAN DO  
TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can request that your lender give you more time or change the terms of your loan.

4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **800-SAFENET (800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: [www.osbar.org](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 1-888-565-1422. 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 counsel or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: **800-SAFENET (800-723-3638)**. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: <http://www.makinghomeaffordable.gov/>.

**IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED "MODIFICATION REQUEST FORM." YOUR LENDER MUST RECEIVE THIS FORM BY JANUARY 23, 2012, 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: December 22, 2011.

Trustee Name: NANCY K. CARY

*/s/ Nancy K. Cary*

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(TS #17368.30961)

Telephone: (541) 686-0344

FAIR DEBT COLLECTION  
PRACTICES ACT NOTICE

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

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

TO:

#### TRUSTEE'S NOTICE OF SALE

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

1. PARTIES:

Grantor:	SCOTT DEVRY
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON
Successor Trustee:	NANCY K. CARY
Beneficiary:	WORLD SAVINGS BANK, FSB

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

As described in the attached Exhibit A

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

Date Recorded: December 20, 2007  
Recording No.: 2007-021211  
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$994.03 each, due the first of each month, for the months of May 2011 through December 2011; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$170,166.08; plus interest at an adjustable rate pursuant to the terms of the Promissory Note from April 1, 2011; plus late charges of \$413.92; plus advances and foreclosure attorney fees and costs.

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

7. TIME OF SALE.

Date: May 10, 2012  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

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

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#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 10, 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.

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You may reach the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: [www.osbar.org](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>.



Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #17368.30961).

DATED: December 22, 2011.

*/s/ Nancy K. Cary*

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

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FAIR DEBT COLLECTION PRACTICES ACT NOTICE

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

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH STATE OF OREGON, DESCRIBED AS FOLLOWS.

**Exhibit "A"**

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

PORTIONS OF LOTS 3, E, F AND G, BLOCK 45, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF HIGH STREET 120 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHEAST, OR MOST EASTERLY CORNER OF BLOCK 45 OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF HIGH STREET, 64.32 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH TENTH STREET, 120 FEET; THENCE NORTHEASTERLY PARALLEL WITH HIGH STREET, 64.32 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH TENTH STREET, 120 FEET TO THE PLACE OF BEGINNING.

Tax Parcel Number: R371733

PROOF OF SERVICE

STATE OF OREGON )  
COUNTY OF Klamath ) ss.

I swear that I am competent person 18 years of age or older and a resident of the State of Oregon; that I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise, named in the attached Trustee's Notice of Sale; that I served a true copy of the attached Trustee's Notice of Sale on the following persons and that each person served is the identical one named in the trustee's instructions to me.

PERSONAL SERVICE

On December 27<sup>2011</sup>, at 6:45 p.m., I delivered the attached original Trustee's Notice of Sale to Dorri Black in person, at 1017 High St. Klamath Falls, OR 97601

On \_\_\_\_\_, at \_\_\_\_\_, I delivered the attached original Trustee's Notice of Sale to \_\_\_\_\_ in person, at \_\_\_\_\_.

On \_\_\_\_\_, at \_\_\_\_\_, I delivered the attached original Trustee's Notice of Sale to \_\_\_\_\_ in person, at \_\_\_\_\_.

SUBSTITUTE SERVICE

On \_\_\_\_\_, at \_\_\_\_\_, I served the attached Trustee's Notice of Sale on \_\_\_\_\_ by delivering a original copy to \_\_\_\_\_, a person over the age of 14 years residing in said party's dwelling house or usual place of abode at \_\_\_\_\_.

On \_\_\_\_\_, at \_\_\_\_\_, I served the attached Trustee's Notice of Sale on \_\_\_\_\_ by delivering a original copy t to \_\_\_\_\_, a person over the age of 14 years residing in said party's dwelling house or usual place of abode at \_\_\_\_\_.

OFFICE SERVICE

On \_\_\_\_\_, at \_\_\_\_\_, I left an original copy of the Trustee's Notice of Sale with \_\_\_\_\_, the person apparently in charge of the business office maintained by \_\_\_\_\_ at \_\_\_\_\_.

On \_\_\_\_\_, at \_\_\_\_\_, I left an original copy of the Trustee's Notice of Sale with \_\_\_\_\_, the person apparently in charge of the business office maintained by \_\_\_\_\_ at \_\_\_\_\_.

Signed and sworn to before me on 5<sup>th</sup> Jan 2012 by Erick Kaber

Margaret A. Nielsen

Notary Public for Oregon  
My Commission Expires: \_\_\_\_\_



NOTICE OF SUBSTITUTE SERVICE

TO: All Other Occupants  
1017 High Street  
Klamath Falls, OR 97601-2891

You are hereby notified that you were served with a Trustee's Notice of Sale, a true copy of which is attached hereto, by delivery of an original copy of the Notice of Sale at your dwelling house or usual place of abode indicated above, as follows:

Date and Time of Service: December 27, 2011 at 5:45 p.m.

Person to Whom the Notice Was Delivered: Donni Black

/s/Nancy K. Cary  
Nancy K. Cary, Successor Trustee

AFFIDAVIT OF MAILING

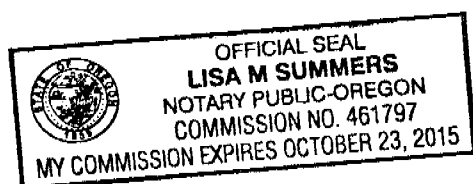
STATE OF OREGON       )  
                                  ) ss.  
COUNTY OF LANE       )

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

I mailed an original Notice of Substitute Service, a true copy of which appears above, together with a true copy of the Notice of Sale referred to therein, by placing them in a sealed envelope, addressed as shown above and mailed by first class mail, with postage prepaid in the United States Mail at Eugene, Oregon, on January 10, 2012.

Nancy K. Cary, Successor Trustee

Signed and sworn to before me on January 10, 2012, by NANCY K. CARY.



Lisa M. Summers  
Notary Public for Oregon  
My Commission Expires: 10/23/2015

NOTICE OF SUBSTITUTE SERVICE

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

TO:

Occupants  
1017 High Street  
Klamath Falls, OR 97601-2891

#### TRUSTEE'S NOTICE OF SALE

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

1. PARTIES:

Grantor: SCOTT DEVRY  
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON  
Successor Trustee: NANCY K. CARY  
Beneficiary: WORLD SAVINGS BANK, FSB

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

As described in the attached Exhibit A

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

Date Recorded: December 20, 2007  
Recording No.: 2007-021211  
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$994.03 each, due the first of each month, for the months of May 2011 through December 2011; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$170,166.08; plus interest at an adjustable rate pursuant to the terms of the Promissory Note from April 1, 2011; plus late charges of \$413.92; plus advances and foreclosure attorney fees and costs.

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

7. TIME OF SALE.

Date: May 10, 2012  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

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

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#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 10, 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.

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You may reach the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: [www.osbar.org](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>.

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #17368.30961).

DATED: December 22, 2011.

*/s/ Nancy K. Cary*

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

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FAIR DEBT COLLECTION PRACTICES ACT NOTICE

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

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH STATE OF OREGON, DESCRIBED AS FOLLOWS.

#### **Exhibit "A"**

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

PORTIONS OF LOTS 3, E, F AND G, BLOCK 45, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY SIDE OF HIGH STREET 120 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHEAST, OR MOST EASTERLY CORNER OF BLOCK 45 OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF HIGH STREET, 64.32 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH TENTH STREET, 120 FEET; THENCE NORTHEASTERLY PARALLEL WITH HIGH STREET, 64.32 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH TENTH STREET, 120 FEET TO THE PLACE OF BEGINNING.

Tax Parcel Number: R371733



**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#14057 SALE WELLS/DEVRY TS#17368.30961

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

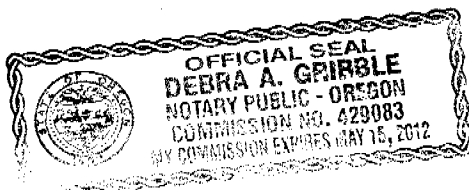
Insertion(s) in the following issues:

04/11/2012 04/18/2012 04/25/2012 05/02/2012

Total Cost: \$1117.28

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day before me on:  
2nd day of May in the year of 2012

*Debra A Gribble*  
Notary Public of Oregon  
My commission expires on May 15, 2012



**TRUSTEE'S NOTICE OF SALE**

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

**1. PARTIES:**

Grantor: SCOTT DEVRY  
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON  
Successor Trustee: NANCY K. CARY  
Beneficiary: WORLD SAVINGS BANK, FSB

**2. DESCRIPTION OF PROPERTY:** The real property is described as follows: LEGAL DESCRIPTION, ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF KLAMATH STATE OF OREGON, DESCRIBED AS FOLLOWS.

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

PORTIONS OF LOTS 3, E, F AND G, BLOCK 45, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTHERLY SIDE OF HIGH STREET 120 FEET DISTANT SOUTHWESTERLY FROM THE SOUTHEAST, OR MOST EASTERLY CORNER OF BLOCK 45 OF NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF HIGH STREET, 64.32 FEET; THENCE NORTHWESTERLY AND PARALLEL WITH TENTH STREET, 120 FEET; THENCE NORTHEASTERLY PARALLEL WITH HIGH STREET, 64.32 FEET; THENCE SOUTHEASTERLY AND PARALLEL WITH TENTH STREET, 120 FEET TO THE PLACE OF BEGINNING.

TAX PARCEL NUMBER: R371733

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

Date Recorded: December 20, 2007

Recording No.: 2007-021211

Official Records of Klamath County, Oregon

**4. DEFAULT.** The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$994.03 each, due the first of each month, for the months of May 2011 through December 2011; plus late charges and advances; plus any unpaid real-property taxes or liens, plus interest.

**5. AMOUNT DUE.** The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$170,166.08; plus interest at an adjustable rate pursuant to the terms of the Promissory Note from April 1, 2011; plus late charges of \$413.92; plus advances and foreclosure attorney fees and costs.

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

**7. TIME OF SALE.**

Date: May 10, 2012 Time: 11:00 a.m.

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

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

You may reach the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: [www.osbar.org](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>.

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #17368.30961).

DATED: December 22, 2011.

/s/ Nancy K. Cary

Nancy K. Cary, Successor Trustee

Hershner Hunter, LLP

P.O. Box 1475, Eugene, OR 97440

#14057 April 11, 18, 25, May 02, 2012.

Affidavit of Compliance Oregon SB 628  
Re: Trust Deed from

Scott Devry

Grantor

to

First American Title Insurance Company of  
Oregon :

Nancy K. Cary

Trustee

File No.

**Affidavit of Compliance with Oregon SB 628 (2009)**

**Original Loan Amounts:** \$157,500.00

**Borrower name(s):** Scott Devry

**Property Address:** 1017 HIGH ST, KLAMATH FALLS, OR 97601

STATE OF Texas, County of Bexar )ss:

The undersigned, JORGE SALAMANCA, being first duly sworn on oath, deposes and says:

I am employed as Vice President Loan Documentation by Wells Fargo Bank, N.A., S/B/M Wachovia Mortgage FSB, F/K/A World Savings Bank, FSB the beneficiary of the trust deed securing the above-referenced loan or its authorized agent, at least 18 years of age and competent to testify in a court of law.

In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo Bank, N.A. ("Wells Fargo") for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and were made and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of the mortgage servicing business of Wells Fargo to make these records. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by personally examining these business records. This affidavit is based upon such examination.

Having personal knowledge of the matters set forth below, I represent and aver, under the penalty of perjury, that the following selected paragraph(s) is/are true and correct (select all that apply):

- ☐ **Meeting Requested But Borrower Unavailable to Schedule Meeting.** Borrower requested a meeting within 30 days of the date the Trustee signed the notice required by Section 20, chapter 19, Oregon Laws 2008 ("Law") and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent attempted to contact the borrower by the methods contemplated by Law within 45 days of receiving the loan modification request. Borrower did not respond

within 7 days of attempted contact. Accordingly, no meeting was required and no meeting occurred.

- ☐ **Meeting Occurred.** Borrower requested a meeting by telephone or in person within 30 days of the date the trustee signed the notice required by Law and sent the required Loan Modification Request Form to beneficiary or its agent. The beneficiary or beneficiary's authorized agent contacted Borrower by the methods allowed by law to schedule a meeting. A meeting was scheduled and took place between borrower and a representative of the beneficiary or beneficiary's agent -- authorized to modify the loan or able to obtain authority to modify the loan -- prior to the beneficiary determining whether or not to grant borrower's request for a loan modification.
- ☐ **Loan Modification Requested. Borrower Deemed Ineligible. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary. The loan modification request was evaluated in good faith within 45 days of receipt. After considering the most current financial information provided by borrower, the beneficiary or beneficiary's agent determined that borrower is ineligible for a loan modification. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower is ineligible for a loan modification.
- ☐ **Loan Modification Requested. After Evaluation, Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by Law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt. Within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.
- ☐ **Loan Modification Requested. Insufficient Information Provided by Borrower. Request Denied.** Borrower requested a loan modification within 30 days of the date the trustee signed the notice required by law and sent the Loan Modification Request Form to beneficiary or its agent. The loan modification request was evaluated in good faith within 45 days of receipt, but borrower, despite one or more additional requests from beneficiary or its agent, failed to provide sufficient information to enable beneficiary to determine in good faith whether borrower is eligible for a loan modification. Accordingly, within 45 days of the beneficiary's receipt of borrower's Loan Modification Request Form, the beneficiary or beneficiary's authorized agent notified borrower that borrower's request for a loan modification was denied.


☒ Other (Specify):

The Servicer has satisfied the Reasonable Effort solicitation standard without establishing right party contact

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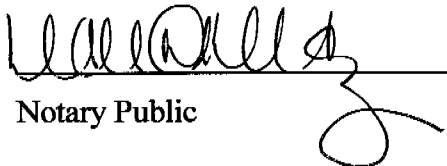
If the borrower's loan modification request was denied, the beneficiary or beneficiary's agent provided the grantor with the information described in subsection (1)(b) or (c) of Section 3, chapter 864, Oregon Laws 2009.

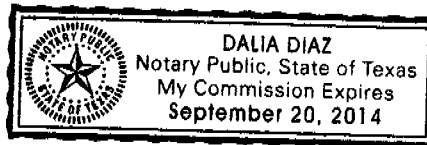
DATED: APR 24 2012

By   
Typed Name: JORGE SALAMANCA  
Title: Vice President Loan Documentation

State of Texas  
County of Bexar

This instrument was acknowledged before me on APR 24 2012 by  
Jorge Salamanca, Vice President Loan Documentation  
of Wells Fargo Bank, N.A., a federally chartered bank, on behalf of said bank.

  
Notary Public



**NONMILITARY AFFIDAVIT**

STATE OF OREGON           )  
  ) ss.  
COUNTY OF LANE         )

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

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

Parties:

Grantor: SCOTT DEVRY  
Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY  
          OF OREGON  
Beneficiary: WORLD SAVINGS BANK, FSB

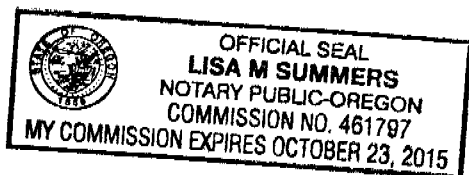
Recorded:

Date: December 20, 2007  
Recording No.: 2007-021211  
Klamath County Oregon Records

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

\_\_\_\_\_  
Nancy K. Cary, Successor Trustee

Signed and sworn to before me on January 10, 2012, by NANCY K. CARY.



\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 10/23/2015

NONMILITARY AFFIDAVIT

Department of Defense Manpower Data Center

Sep-16-2011 10:41:46



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
DEVRY	SCOTT	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
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:13TEKN5NNL