

UTC 9:2555

2012-007246

Klamath County, Oregon



00120624201200072460370372

07/02/2012 11:45:36 AM

Fee: \$227.00

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# 1352047-09

**TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a): AFFIDAVIT OF MAILING NOTICE OF SALE; AFFIDAVIT OF SERVICE; AFFIDAVIT OF MAILINGS; AND AFFIDAVIT OF PUBLICATION.**

**Trustor:** Bennets, Daniel 2437 Orchard Ave, Klamath Falls, OR 97601

**Original Beneficiary:** Accubanc Mortgage a division of National City Bank of Indiana 3232 Newmark Drive, Miamisburg, OH 45342

**Original Trustee:** Amerititle

**Current trustee:**  
Cal-Western Reconveyance Corp  
525 East Main St  
El Cajon, CA 92020

**Current Beneficiary:**  
PNC Bank, National Association 3232 Newmark Drive, Miamisburg, OH 45342

**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. Edwardo Silva, 4241 Ponderosa Ave, Suite G, San Diego CA 92123
2. Bennets, Daniel 2437 Orchard Ave, Klamath Falls, OR 97601

**Affidavit of Service:**

1. Erick Kaber ; P.O. box 80815, Portland OR 97280
2. Bennets, Daniel 2437 Orchard Ave, Klamath Falls, OR 97601

**Affidavit of mailings:**

1. Gloria Carter; P.O. box 80815, Portland OR 97280
2. Bennets, Daniel 2437 Orchard Ave, Klamath Falls, OR 97601

**Affidavit of Publication:**

1. The Herald and News 2701 Foothills Blvd, Klamath Falls, OR 97603
2. Bennets, Daniel 2437 Orchard Ave, Klamath Falls, OR 97601

232Amf

WHEN RECORDED MAIL TO:

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

T.S. NO.: 1352047-09  
LOAN NO.: 0004215337

## AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO }SS  
                          }

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 Crystal Land, 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 February 27, 2012. 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.

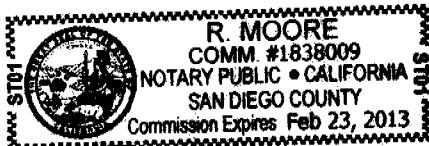
*[Signature]*  
Affiant

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

SUBSCRIBED AND SWORN to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**FEB 28 2012**

*[Signature]*  
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. The amount due as to the loan for the property described in the Notice of Trustee's Sale is \$10,849.27 as of December 21, 2011.

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

nosmfor

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 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

nosmoox

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)

# TRUSTEE'S NOTICE OF SALE

T.S. No: 1352047-09

I CERTIFY THIS TO BE A ~~TRUE~~BANC  
CORRECT COPY OF THE ORIGINAL  
BY One One  
Crystall Land

Reference is made to that certain deed made by  
DANIEL CHRISTOPHER BENNETTS A SINGLE PERSON as Grantor to  
AMERITITLE, as Trustee, in favor of

ACCUBANC MORTGAGEA DIVISION OF NATIONAL CITY BANK OF INDIANA as Beneficiary,

dated July 25, 2005, recorded July 29, 2005, in official records of KLAMATH County, OREGON in  
book/reel/volume No. M05 at  
page No. 59383, fee/file/instrument/microfilm/reception No. XX covering the following described real  
property situated in the said County and State, to-wit:

LOT 9 IN BLOCK 125 OF MILLS ADDITION ACCORDING TO THE OFFICIAL PLAT  
THEREOFON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY,  
OREGON.

Commonly known as:

2437 ORCHARD AVE 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 December 1, 2009 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 \$421.33      Monthly Late Charge \$16.42

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 \$48,605.39 together with  
interest thereon at the rate of 6.625% per annum, from November 01, 2009 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: 1352047-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on June 15, 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: February 08, 2012

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

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: Deborah Schwartz

Deborah Schwartz, A.V.P.

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1352047-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on June 15, 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: February 08, 2012

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

**CAL-WESTERN RECONVEYANCE CORPORATION**

Signature/By: Deborah Schwartz

Deborah Schwartz, A.V.P.

T.S. No: 1352047-09

**NOTICE TO RESIDENTIAL TENANTS:**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 15, 2012. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure 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>

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>

| Financial Information Summary   |                    |                      |   |                         |                |                   |    |  |
|---|--------------------|----------------------|---|-------------------------|----------------|-------------------|----|--|
| Borrower  |                    | NCM Loan #           |   |                         |                |                   |    |  |
| Mailing Address   |                    | Property For Sale?   |   | Yes                     | No             |                   |    |  |
| City, State Zip   |                    | Listing Date / Price |   |                         |                |                   |    |  |
| Home Phone  |                    | Realtor Name         |   |                         |                |                   |    |  |
| Work Phone  |                    | Realtor Phone        |   |                         |                |                   |    |  |
| # in Household  | Rent               | Own                  | How Long?   | Assets                  | Amount Owed    | Value             |    |  |
| Co-Borrower   |                    |                      |   | Home Equity Lines       | \$             | \$                |    |  |
| Mailing Address   |                    |                      |   | Other Real Estate       | \$             | \$                |    |  |
| City, State Zip   |                    |                      |   | Retirement Funds        |                | \$                |    |  |
| Home Phone  |                    |                      |   | Investments             |                | \$                |    |  |
| Work Phone  |                    |                      |   | CHECKING/SAVINGS        |                | \$                |    |  |
| # in Household  | Rent               | Own                  | How Long?   | Automobiles/Motorcycles |                | \$                |    |  |
|   |                    |                      |   | Home Office/2nd Home    |                | \$                |    |  |
| Monthly Income  |                    |                      |   |                         |                |                   |    |  |
| Name of Employer  | Gross Monthly Wage |                      | Borrower Pay Days   |                         |                | Borrower Pay Days |    |  |
|   | \$                 |                      | 1   | 2                       | 3              | 4                 | 5  |  |
|   | \$                 |                      | 8   | 9                       | 10             | 11                | 12 |  |
|   | \$                 |                      | 15  | 16                      | 17             | 18                | 19 |  |
|   | \$                 |                      | 22  | 23                      | 24             | 25                | 26 |  |
|   | \$                 |                      | 29  | 30                      | 31             |                   |    |  |
| Additional Income   | Monthly \$ Amount  |                      | Notice: Alimony, child support or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for approval of a loan workout. |                         |                |                   |    |  |
|   | \$                 |                      | Monthly Expenses  |                         | Monthly Amount |                   |    |  |
|   | \$                 |                      | Mortgage  |                         |                |                   |    |  |
|   | \$                 |                      | Second Mortgage   |                         |                |                   |    |  |
|   | \$                 |                      | Auto Payment(s) #   |                         |                |                   |    |  |
| Description of Handwriting  |                    | Auto Insurance       |   |                         |                |                   |    |  |
| Please attach a letter or use the space provided on the back of this form.**  |                    |                      | Auto Fuel/Repairs   |                         |                |                   |    |  |
|   |                    |                      | Credit Card Payments  |                         |                |                   |    |  |
|   |                    |                      | Installment Loan Payments   |                         |                |                   |    |  |
| I agree that the financial information provided is an accurate statement of my financial status. I understand and acknowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature below grants the holder of my mortgage the authority to confirm the information that I have disclosed in this financial statement, to verify it is accurate by ordering a credit report, and to contact my realtor and/or credit counseling service representative (if applicable). |                    |                      | Child Support/Alimony   |                         |                |                   |    |  |
|   |                    |                      | Day Care / Child Care / Tuition   |                         |                |                   |    |  |
|   |                    |                      | Food  |                         |                |                   |    |  |
|   |                    |                      | Utilities   |                         |                |                   |    |  |
|   |                    |                      | Condominium Association Fee   |                         |                |                   |    |  |
|   |                    |                      | Medical (not covered by insurance)  |                         |                |                   |    |  |
|   |                    |                      | Other Property Payments   |                         |                |                   |    |  |
|   |                    |                      | Telephone   |                         |                |                   |    |  |
|   |                    |                      | Cable TV  |                         |                |                   |    |  |
| Borrower's Signature (required)   |                    |                      | Spending Money  |                         |                |                   |    |  |
|   |                    |                      | Other Expenses  |                         |                |                   |    |  |
| Co-Borrower's Signature   |                    |                      | Other Expenses  |                         |                |                   |    |  |

Please send a recent pay stub for each employer and bank statements for all checking and savings accounts.

If self employed, please send most recent tax return with schedules.

|                      |                    |                      |  |
|----------------------|--------------------|----------------------|--|
| LOAN NUMBER:         |                    |                      |  |
|                      |                    | Borrower Information |  |
| Name:                |                    |                      |  |
| Social Security No.: |                    |                      |  |
| Mailing Address:     |                    |                      |  |
| City, State, Zip     |                    |                      |  |
| No. of Occupants:    | No. of Dependents: | No. of Dependents:   |  |
| Home Telephone No.:  | Best Time to Call: | Best Time to Call:   |  |
| Work Telephone No.:  | Best Time to Call: | Best Time to Call:   |  |
| Employer:            | Years: Months:     | Years: Months:       |  |
| Occupation:          |                    |                      |  |

|  |   |  |  |
|--|---|--|--|
| Property Address:  | Is this property a rental? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |  |
| Do you currently reside in the property? <input type="checkbox"/> Yes <input type="checkbox"/> No    | If no, when did you last occupy the property?                                       |  |  |
| Is this property currently listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No | Realtor's Name: Realtor's Telephone No.:  |  |  |

|                                |    |                         |             |                 |
|--------------------------------|----|-------------------------|-------------|-----------------|
| Borrower Financial Information |    |                         |             |                 |
| Income                         |    | Assets                  |             |                 |
| Monthly Gross                  | \$ |                         | Account No. | Estimated Value |
| Rental Income                  | \$ | Primary Residence       |             | \$              |
| Child Support/Alimony          | \$ | Checking                |             | \$              |
| Disability                     | \$ | Savings                 |             | \$              |
| Other Income                   | \$ | 401k/ESOP               |             | \$              |
| Less Deductions                | -  | Stocks/Bonds            |             | \$              |
| Net Pay                        | \$ | CD's/Money Market Acct. |             | \$              |

|                                   |    |                         |             |                 |
|-----------------------------------|----|-------------------------|-------------|-----------------|
| Co-Borrower Financial Information |    |                         |             |                 |
| Income                            |    | Assets                  |             |                 |
| Monthly Gross                     | \$ |                         | Account No. | Estimated Value |
| Rental Income                     | \$ | Primary Residence       |             | \$              |
| Child Support/Alimony             | \$ | Checking                |             | \$              |
| Disability                        | \$ | Savings                 |             | \$              |
| Other Income                      | \$ | 401k/ESOP               |             | \$              |
| Less Deductions                   | -  | Stocks/Bonds            |             | \$              |
| Net Pay                           | \$ | CD's/Money Market Acct. |             | \$              |

|  |  |             |             |  |
|--|--|-------------|-------------|--|
| Do you own other real estate? <input type="checkbox"/> Yes <input type="checkbox"/> No | No. of vehicles you and/or co-borrower own? <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4+ |             |             |  |
| If yes, please list full address(es) of other real estate below:                       |  |             |             |  |
| 1. _____   | Est. Value: \$   | Balance: \$ | Payment: \$ |  |
| 2. _____   | Est. Value: \$   | Balance: \$ | Payment: \$ |  |

|                          |         |          |   |                 |
|--------------------------|---------|----------|---|-----------------|
| Liabilities              |         | Expenses |   |                 |
| Creditor Name & Acct No. | Payment | Balance  |   | Monthly Payment |
| Mortgage                 | \$      | \$       | Food  | \$              |
| Liens / Judgments        | \$      | \$       | Utilities (includes gas/electric, water, sanitation)      | \$              |
| Auto Loan                | \$      | \$       | Telephone (residence, cell, etc.)                         | \$              |
| Auto Loan                | \$      | \$       | Transportation  | \$              |
| Personal Loan            | \$      | \$       | Child Support/Alimony                                     | \$              |
| Personal Loan            | \$      | \$       | Child Day Care  | \$              |
| Student Loans            | \$      | \$       | Tuition   | \$              |
| Credit Card              | \$      | \$       | Auto Insurance  | \$              |
| Credit Card              | \$      | \$       | Entertainment (cable, internet, dining out, movies, etc.) | \$              |
| Credit Card              | \$      | \$       | Other:  | \$              |
| Other Cards              | \$      | \$       | Other:  | \$              |

Have you contacted a credit counseling agency?  Yes  No Agency Name: Telephone No.:

|  |  |   |   |
|--|--|---|---|
| Has either borrower declared bankruptcy within the past seven (7) years?:  |  | Borrower: <input type="checkbox"/> Yes <input type="checkbox"/> No  | Co-Borrower: <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If yes, filing date: District Court location:  |  | Bankruptcy Case No.:  |   |
| If yes, what Chapter was filed? <input type="checkbox"/> 7 <input type="checkbox"/> 13 <input type="checkbox"/> Other  |  | If Chapter 7, was a Reaffirmation Agreement filed with the Bankruptcy Court? <input type="checkbox"/> Yes <input type="checkbox"/> No |   |
| Has a Modification or Partial Claim been completed on this mortgage loan within the last three (3) years? <input type="checkbox"/> Yes <input type="checkbox"/> No |  |   |   |
| If yes, with whom, on what date, and reason for default?   |  |   |   |

|   |  |  |  |
|---|--|--|--|
| Please explain briefly your hardship or reason for being delinquent on your mortgage: |  |  |  |
| _____   |  |  |  |
| _____   |  |  |  |

I (we) agree that the financial information provided is an accurate statement of my (our) financial status. I (we) understand and acknowledge that any action taken by the lender of my (our) mortgage loan on my (our) behalf will be made in strict reliance on the financial information provided. My (our) signature(s) below grants the holder of my (our) mortgage the authority to confirm the information I (we) have disclosed in this financial statement, to verify it is accurate by ordering a credit report, and to contact my real estate agent and/or credit counseling service representative (if applicable).

Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Co-Borrower Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: 10/01

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**

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: \_\_\_\_\_

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

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 \$ \_\_\_\_\_

In order to complete your request to modify your mortgage loan(s), you must complete a **Borrower's Assistance Form** and provide the information outlined below. Fax your completed package to the number below or mail to Loan Servicing Center P.O. Box 517, Titusville, PA 16354-0517.

**Borrower(s) Name:** \_\_\_\_\_

**Loan Number(s):** \_\_\_\_\_

Owner Occupied

Non-Owner Occupied

**Required Documentation for Borrower and Co-Borrower**

**If you are a Wage Earner (you receive a W-2 from your employer) please use the following checklist and submit with the Borrower's Assistance Form:**

- Two (2) Most Recent Pay Stubs  
Length of service with Current Employer  
Year(s): \_\_\_\_\_ Month(s): \_\_\_\_\_
- Most Recent one (1) month of Completed Bank Statement
- Most Recent statements(s) supporting assets listed on page 2 of the Borrower's Assistance Form
- Most Recent Tax Return
  - Completed 4506-T - Request for Transcript of Tax Return
  - Proof of Income for other household members living in the home (Alimony, Child Support, Pension, etc.) if you want such income considered for a loan workout
  - Proof of occupancy - a recent utility bill in your name at property address
- If loan is Non-Escrowed
  - A) Proof of payment of most recent taxes
  - B) Proof of payment of Homeowner's Insurance
  - C) Proof of payment of Homeowner's Association Fees
- Non-Owner Occupied (ONLY)
  - A) Rental Income w/copies of Rental Agreement
  - B) PITI & MTG Holder(s) for Prime Residence
  - C) Primary Residence Address (Input below)

**If you are Self Employed, please use the following checklist and submit with the Borrower's Assistance Form:**

- P & L Statement / Audited or reviewed YTD Income Statement
- Most Recent two (2) years of Tax Returns or 1099s
  - Completed 4506-T - Request for Transcript of Tax Return
- Last four (4) months of complete Business and Personal Bank Statements
- Most recent statement(s) supporting assets listed on page 2 of the Borrower's Assistance Form
- Length of time of Business Ownership  
Year(s): \_\_\_\_\_ Month(s): \_\_\_\_\_
- Proof of Income for other household members living in the home (Alimony, Child Support, Pension etc.) if you want such income considered for a loan workout
- Proof of occupancy - a recent utility bill in your name at property address
- If loan is Non-Escrowed
  - A) Proof of payment of most recent taxes
  - B) Proof of payment of Homeowner's Insurance
  - C) Proof of payment of Homeowner's Association Fees
- Non-Owner Occupied (ONLY)
  - A) Rental Income w/copies of Rental Agreement
  - B) PITI & MTG Holder(s) for Prime Residence
  - C) Primary Residence Address (input below)

**Primary Address:** \_\_\_\_\_

**Comments:** \_\_\_\_\_

**Fax completed package to : 814-217-1366 or**

**Email: loanresolution@bsifinancial.com**

## Borrower's Assistance Form

LOAN #

|  |                          |   |  |   |   |   |
|--|--------------------------|---|--|---|---|---|
| <p>BSI offers options for resolving your home loan issues. Please answer the questions below as completely and accurately as possible. This information will only be used to aid in the evaluation of homeownership preservation options, not for any other purpose.</p> |                          |   |  |   |   |   |
| <b>Borrower</b>  |                          |   | <b>Co-Borrower</b>                                   |   |   |   |
| Borrower Name (Include Jr. or Sr. if applicable.)  |                          |   | Co-Borrower Name (Include Jr. or Sr. if applicable.) |   |   |   |
| Borrower Social Security Number  |                          | Borrower Home Phone (Best Time)   |  | Co-Borrower Social Security Number                    | Co-Borrower Home Phone (Best Time)                                      |   |
| Borrower Work Phone (Best Time)  |                          | Borrower Other Phone (Best Time)  |  | Co-Borrower Work Phone (Best Time)                    | Co-Borrower Other Phone (Best Time)                                     |   |
| Borrower E-mail Address  |                          | Borrower Marital Status<br>(Married, Unmarried, Separated, Divorced)  |  | Co-Borrower E-mail Address                            | Co-Borrower Marital Status<br>(Married, Unmarried, Separated, Divorced) |   |
| Permission To Contact Via E-mail   |                          |   |  |   |   |   |
| Property Address (Street, city, state & zip code.)   |                          |   |  | Mailing Address (If different than Property Address.) |   |   |
| Reside at Property?<br>Borrower Co-Borrower  | Want to Retain Property? | # Units at Property   | Property Condition?<br>(Good, Fair, Poor)            | # People in Household                                 | # Dependents  | Is the Property for sale?<br>Listing Amount |
| Realtor Name   |                          | Realtor Address   |  |   | Realtor Phone   |   |
| Loan Account Number  |                          | Months Past Due   |  | Second Loan Account Number<br>Mortgage Co.            | Second Loan Months Past Due   | Balance                                     |
| Are you currently working with BSI on a foreclosure prevention resolution?   |                          | Which foreclosure resolution is in process?<br>(Refinance, Repayment Plan, Short Sale, Modification, Deferment, Deed-in Lieu) |  |   |   |   |
| BSI Associate Name   |                          | BSI Associate Phone   |  |   | Date Process Began  |   |
| <i>If you are in an active bankruptcy, we will need to work with your attorney on a possible resolution.</i>   |                          |   |  |   |   |   |
| Are you in an Active Bankruptcy?   |                          | Bankruptcy Chapter Type   |  | Bankruptcy Case Number                                |   | Date of Bankruptcy Filing                   |
| Bankruptcy Attorney Name   |                          | Bankruptcy Attorney Address   |  |   | Bankruptcy Attorney Phone   |   |
| <b>Borrower</b>  |                          |   | <b>Co-Borrower</b>                                   |   |   |   |
| Borrower Employer  |                          |   | Co-Borrower Employer                                 |   |   |   |
| Borrower Employer Address  |                          |   | Co-Borrower Employer Address                         |   |   |   |
| Borrower Employer Phone  | How long employed?       | Self-Employed?  | Co-Borrower Employer Phone                           | How long employed?                                    | Self-Employed?  |   |

## Borrower's Assistance Form

LOAN #

### BORROWER INFORMATION

BSI offers options for resolving your home loan issues. Please answer the questions below as completely and accurately as possible. This information will only be used to aid in the evaluation of homeownership preservation options, not for any other purpose.

| Borrower  | Co-Borrower  |                                    |   |
|---|--|------------------------------------|---|
| Borrower Name (Include Jr. or Sr. if applicable.) | Co-Borrower Name (Include Jr. or Sr. if applicable.)                 |                                    |   |
| Borrower Social Security Number                   | Borrower Home Phone (Best Time)                                      | Co-Borrower Social Security Number | Co-Borrower Home Phone (Best Time)                                      |
| Borrower Work Phone (Best Time)                   | Borrower Other Phone (Best Time)                                     | Co-Borrower Work Phone (Best Time) | Co-Borrower Other Phone (Best Time)                                     |
| Borrower E-mail Address                           | Borrower Marital Status<br>(Married, Unmarried, Separated, Divorced) | Co-Borrower E-mail Address         | Co-Borrower Marital Status<br>(Married, Unmarried, Separated, Divorced) |
| Permission To Contact Via E-mail                  |  |                                    |   |

### PROPERTY INFORMATION

|  |                          |  |   |   |              |
|--|--------------------------|--|---|---|--------------|
| Property Address (Street, city, state & zip code.) |                          | Mailing Address (If different than Property Address) |   |   |              |
| Reside at Property?<br>Borrower Co-Borrower        | Want to Retain Property? | # Units at Property                                  | Property Condition?<br>(Good, Fair, Poor) | # People in Household                       | # Dependents |
|  |                          |  |   | Is the Property for sale?<br>Listing Amount |              |
| Realtor Name                                       |                          | Realtor Address                                      |   | Realtor Phone                               |              |

### LOAN INFORMATION

|  |                 |   |                             |         |
|--|-----------------|---|-----------------------------|---------|
| Loan Account Number  | Months Past Due | Second Loan Account Number  | Second Loan Months Past Due | Balance |
|  |                 | Mortgage Co.  |                             |         |
| Are you currently working with BSI on a foreclosure prevention resolution? |                 | Which foreclosure resolution is in process?<br>(Refinance, Repayment Plan, Short Sale, Modification, Deferment, Deed-In-Lieu) |                             |         |

|   |                             |                        |                           |
|---|-----------------------------|------------------------|---------------------------|
| BSI Associate Name  | BSI Associate Phone         | Date Process Began     |                           |
|   |                             |                        |                           |
| BANKRUPTCY STATUS   |                             |                        |                           |
| If you are in an active bankruptcy, we will need to work with your attorney on a possible resolution. |                             |                        |                           |
| Are you in an Active Bankruptcy?  | Bankruptcy Chapter Type     | Bankruptcy Case Number | Date of Bankruptcy Filing |
| Bankruptcy Attorney Name  | Bankruptcy Attorney Address |                        | Bankruptcy Attorney Phone |

### EMPLOYMENT INFORMATION

| Borrower                  |                    | Co-Borrower                  |                            |                    |
|---------------------------|--------------------|------------------------------|----------------------------|--------------------|
| Borrower Employer         |                    | Co-Borrower Employer         |                            |                    |
| Borrower Employer Address |                    | Co-Borrower Employer Address |                            |                    |
| Borrower Employer Phone   | How long employed? | Self-Employed?               | Co-Borrower Employer Phone | How long employed? |
|                           |                    |                              |                            | Self-Employed?     |

Borrower Name:

Loan Number:

| MONTHLY INCOME INFORMATION                  |   |   |                       |            |             |       |
|---|---|---|-----------------------|------------|-------------|-------|
| Borrower                                    |   | Co-Borrower                                 |                       |            |             |       |
| Income Source (Employer Name, Rental, etc.) | Monthly Net Income  | Income Source (Employer Name, Rental, etc.) | Monthly Net Income    |            |             |       |
| Employer:                                   | \$  | Employer:                                   | \$                    |            |             |       |
| Employer:                                   | \$  | Employer:                                   | \$                    |            |             |       |
| Employer:                                   | \$  | Employer:                                   | \$                    |            |             |       |
| Employer:                                   | \$  | Employer:                                   | \$                    |            |             |       |
| Rental Income:                              | \$  | Rental Income:                              | \$                    |            |             |       |
| Other:                                      | \$  | Other:                                      | \$                    |            |             |       |
| Other:                                      | \$  | Other:                                      | \$                    |            |             |       |
| <b>Total</b>                                | \$ -  | <b>Total</b>                                | \$ -                  |            |             |       |
| <b>Borrower / Co Borrower</b>               | <b>Additional Income Description</b><br><i>Alimony, child support, or separate maintenance income need not be revealed if Borrower or Co-Borrower does not choose to have it considered for approval of a loan workout.</i> |   | <b>Monthly Amount</b> |            |             |       |
|   |   |   | \$ -                  |            |             |       |
|   |   |   | \$ -                  |            |             |       |
|   |   |   | \$ -                  |            |             |       |
|   | <b>Total</b>  |   | \$ -                  |            |             |       |
| ASSETS                                      |   |   |                       |            |             |       |
| ASSETS                                      | Amount Owed   | Value                                       | Vehicle               | Model/Year | Amount Owed | Value |
| Home  | \$ -  | \$ -  | Automobile            |            | \$ -        | \$ -  |
| Other Real Estate                           | \$ -  | \$ -  | Automobile            |            | \$ -        | \$ -  |
| Retirements Funds                           | \$ -  | \$ -  | Automobile            |            | \$ -        | \$ -  |
| Investments                                 | \$ -  | \$ -  | Motorcycle            |            | \$ -        | \$ -  |
| Checking Balance                            | \$ -  | \$ -  | Boat                  |            | \$ -        | \$ -  |
| Savings Balance                             | \$ -  | \$ -  | Motor Home            |            | \$ -        | \$ -  |
| Other:                                      | \$ -  | \$ -  | Airplane              |            | \$ -        | \$ -  |
| Other:                                      | \$ -  | \$ -  | Other:                |            | \$ -        | \$ -  |
| Other:                                      | \$ -  | \$ -  | Other:                |            | \$ -        | \$ -  |
| <b>Totals</b>                               | \$ -  | \$ -  | <b>Totals</b>         |            | \$ -        | \$ -  |

Borrower Name:

Loan Number:

| MONTHLY EXPENSES                             |           | HARDSHIP LETTER |  |
|--|-----------|-----------------|--|
| MONTHLY EXPENSES                             | Borrower  | Co-Borrower     | Describe in detail why you are having trouble making your home loan payment. |
| Other Home Loans, Rents & Liens              | \$        | \$              |  |
| Auto Loan(s)                                 | \$        | \$              |  |
| Auto: Insurance & Other Auto Expenses        | \$        | \$              |  |
| Credit Cards & Installment Loans             | \$        | \$              |  |
| Health Insurance                             | \$        | \$              |  |
| Medical Expenses                             | \$        | \$              |  |
| Child Care, Child Support & Alimony          | \$        | \$              |  |
| Food   | \$        | \$              |  |
| Miscellaneous Spending Money                 | \$        | \$              |  |
| Utilities                                    | \$        | \$              |  |
| Communications (Phone, Cell Phone, Internet) | \$        | \$              |  |
| Other  | \$        | \$              |  |
| <b>TOTAL</b>                                 | <b>\$</b> | <b>\$</b>       |  |

I agree that the financial information provided is true and accurate as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon the document, and/or in criminal penalties including but not limited to fine or imprisonment or both under the provisions of Title 18 United States Code, Sec. 1001, et seq. I understand and acknowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance below grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial statement, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service.

By providing a wireless telephone number, I consent to receiving autodialed and pre-recorded message calls from the lender or its third party debt collector at that number.

I represent that  I am  I am not currently occupying the property securing the loan as my primary residence and that I intend to continue occupying the property as my primary residence.

|                          |            |                             |            |
|--------------------------|------------|-----------------------------|------------|
| Borrower Signature _____ | Date _____ | Co-Borrower Signature _____ | Date _____ |
|--------------------------|------------|-----------------------------|------------|

Borrower Name:

Loan Number:

## MONTHLY EXPENSES

| MONTHLY EXPENSES                             | Borrower  | Co-Borrower | HARDSHIP LETTER  |
|--|-----------|-------------|--|
| Other Home Loans, Rents & Liens              | \$        | \$          | Describe in detail why you are having trouble making your home loan payment. |
| Auto Loan(s)                                 | \$        | \$          |  |
| Auto: Insurance & Other Auto Expenses        | \$        | \$          |  |
| Credit Cards & Installment Loans             | \$        | \$          |  |
| Health Insurance                             | \$        | \$          |  |
| Medical Expenses                             | \$        | \$          |  |
| Child Care, Child Support & Alimony          | \$        | \$          |  |
| Food   | \$        | \$          |  |
| Miscellaneous Spending Money                 | \$        | \$          |  |
| Utilities                                    | \$        | \$          |  |
| Communications (Phone, Cell Phone, Internet) | \$        | \$          |  |
| Other  | \$        | \$          |  |
| <b>TOTAL</b>                                 | <b>\$</b> | <b>\$</b>   |  |

I agree that the financial information provided is true and accurate as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon the document, and/or in criminal penalties including but not limited to fine or imprisonment or both under the provisions of Title 18 United States Code, Sec. 1001, et seq. I understand and acknowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance below grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial statement, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service.

By providing a wireless telephone number, I consent to receiving autodialed and pre-recorded message calls from the lender or its third party debt collector at that number.

I represent that  I am  I am not currently occupying the property securing the loan as my primary residence and that I intend to continue occupying the property as my primary residence.

Borrower Signature

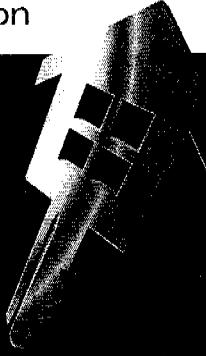
Date

Co-Borrower Signature

Date

An important message from the Federal Trade Commission

# A note to Homeowners



Facing foreclosure? Scammers are targeting people having trouble paying their mortgages. Some claim to be able to "rescue" homeowners from foreclosures, while others promise loan modifications – for a fee. The **Federal Trade Commission**, the nation's consumer protection agency, wants you to know how to avoid scams that could make your housing situation go from bad to worse.

## Don't Get Hit by a Pitch.

***"We can stop your foreclosure!"***

***"97% success rate!"***

***"Guaranteed to save your home!"***

These kinds of claims are the tell-tale signs of a foreclosure rip-off. Steer clear of anyone who offers an easy out.

## Don't Pay for a Promise.

Don't pay any business, organization, or person who promises to prevent foreclosure or get you a new mortgage. These so-called "foreclosure rescue companies" claim they can help save your home, but they're out to make a quick buck. Some may request hefty fees in advance – and then stop returning your calls. Others may string you along before disclosing their charges. Cut off all dealings if someone insists on a fee.

## Send Payments Directly.

Some scammers offer to handle financial arrangements for you, but then just pocket your payment. Send your mortgage payments **ONLY** to your mortgage servicer.

## Don't Pay for a Second Opinion.

Have you applied for a loan modification and been turned down? Never pay for a "second opinion."

## Limitations = Frustrations.

Some con artists use names, phone numbers, and websites to make it look like they're part of the government. If you want to contact a government agency, type the web address directly into your browser and look up any address you aren't sure about. Use phone numbers listed on agency websites or in other reliable sources, like the Blue Pages in your phone directory. Don't click on links or open any attachments in unexpected emails.

## Talk to a HUD-Certified Counseling Agency – For Free.

If you're having trouble paying your mortgage or you've already gotten a delinquency notice, free help is a phone call away. Call **1-888-995-HOPE** for free personalized advice from housing counseling agencies certified by the U.S. Department of Housing and Urban Development (HUD).

This national hotline – open 24/7 – is operated by the Homeownership Preservation Foundation, a nonprofit member of the HOPE NOW Alliance of mortgage industry members and HUD-certified counseling agencies. For free guidance online, visit [www.hopenow.com](http://www.hopenow.com). For free information on the President's plan to help homeowners, visit [www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov).



Call

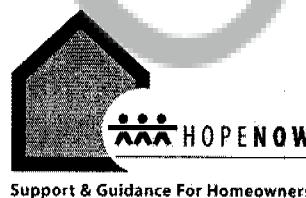
# 1-888-995-HOPE

for free personalized guidance from housing counseling agencies certified by the U.S. Department of Housing and Urban Development. The Homeowner's HOPE™ Hotline – open 24/7 – is operated by the Homeownership Preservation Foundation, a nonprofit member of the HOPE NOW Alliance of mortgage industry members and HUD-certified counseling agencies. Or visit

[www.hopenow.com](http://www.hopenow.com)

For free information on the President's plan to help homeowners, visit

[www.makinghomeaffordable.gov](http://www.makinghomeaffordable.gov)



Call

# 1-888-995-HOPE

for free personalized guidance from housing counseling agencies certified

by the U.S. Department of Housing and Urban Development. The

Homeowner's HOPE™ Hotline – open 24/7 – is operated by the

Homeownership Preservation Foundation, a nonprofit member of the

HOPE NOW Alliance of mortgage industry members and

HUD-certified counseling agencies. Or visit

## www.hopenow.com

For free information on the President's plan to help homeowners, visit

## www.makinghomeaffordable.gov



SM

## 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:**

2437 ORCHARD AVE  
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 December 21, 2011 to bring your mortgage loan current was \$10,849.27. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call (877)626-2873 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:

LOSS MITIGATION DEPT  
ATTN: CENTRAL RECEIPTS -LOSS MIT-BLDG 7  
3232 NEWMARK DRIVE  
MIAMISBURG OH 45342

## THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD

### IF YOU DO NOT TAKE ACTION:

Date and time: June 15, 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 call PNC MORTGAGE, A DIVISION OF PNC BANK, NA at (877)626-2873 to find out if your lender is willing to 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>.

**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: February 08, 2012

Trustee name: CAL-WESTERN RECONVEYANCE CORPORATION

Trustee signature: \_\_\_\_\_

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

Trustee Sale No.: 1352047-09

**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 call PNC MORTGAGE, A DIVISION OF PNC BANK, NA at (877)626-2873 to find out if your lender is willing to 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>.

**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: February 08, 2012

Trustee name: CAL-WESTERN RECONVEYANCE CORPORATION

Trustee signature: \_\_\_\_\_

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

Trustee Sale No.: 1352047-09

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: First Class

Type of Mailing: NOS MAILING

Affidavit Attachment: 1857629-01 000 02272394 CWR

Postal Number Sequence Recipient Name

11969002484016054143

1 DANIEL C BENNETTS

2 4441 BARTLETT AVE  
Klamath Falls OR 97601

11969002484016054211

2 DANIEL C BENNETTS

2 2437 ORCHARD AVE  
Klamath Falls OR 97601

11969002484016054228

3 Occupant(s) / Tenant(s)

1 2437 ORCHARD AVE  
Klamath Falls OR 97601

11969002484016054235

4 CIT SMALL BUSINESS LENDING CORPORATION

2 1 CIT DRIVE  
Livingston NJ 07039

11969002484016054266

5 DANIEL CHRISTOPHER BENNETTS

2 2008 ARTHUR STREET  
Klamath Falls OR 97603

11969002484016054273

6 SMALL BUSINESS ADMINISTRATION

3 CO CIT SMALL BUSINESS LENDING CORP  
Livingston NJ 07039

11969002484016054280

7 DANIEL CHRISTOPHER BENNETTS

2 2437 ORCHARD AVE  
Klamath Falls OR 97601

Sender: CalWestern Reconveyance

525 E Main

E Cajon CA 92020

Postal Class: Certified - Ret

Type of Mailing: NOS MAILING

Affidavit Attachment: 1857629-01 000 02272294 CWR

Postal Number Sequence Recipient Name

71969002484014632505

1 DANIEL C BENNETTS

Address Line 1/3  
2437 ORCHARD AVE

Address Line 2/4  
KLAMATH FALLS OR 97601

71969002484014632574

2 DANIEL C BENNETTS

2441 BARTLETT AVE

KLAMATH FALLS OR 97603

71969002484014632598

3 Occupant(s) / Tenant(s)

1 2437 ORCHARD AVE

KLAMATH FALLS OR 97601

71969002484014632611

4 CIT SMALL BUSINESS LENDING CORPORATION

2 1 CIT DRIVE

LIVINGSTON NJ 07039

71969002484014632635

5 DANIEL CHRISTOPHER BENNETTS

2 2008 ARTHUR STREET

KLAMATH FALLS OR 97603

71969002484014632666

6 SMALL BUSINESS ADMINISTRATION

3 CO CIT SMALL BUSINESS LENDING CORP  
LIVINGSTON NJ 07039

1 CIT DRIVE

71969002484014632680

7 DANIEL CHRISTOPHER BENNETTS

2 2437 ORCHARD AVE

KLAMATH FALLS OR 97601



**Status Report**  
**Pursuant to Servicemembers Civil Relief Act**

Last Name: BENNETTS First Name: DANIEL

Active Duty Status As Of: Jun-23-2012

| Active Duty Start Date  | Active Duty End Date | Status | Service Component |
|---|----------------------|--------|-------------------|
| On Active Duty On Active Duty Status Date   |                      |        |                   |
| NA  | NA                   | No     | NA                |
| This response reflects the individuals' active duty status based on the Active Duty Status Date |                      |        |                   |

| Left Active Duty Within 367 Days of Active Duty Status Date   |                      |        |                   |
|---|----------------------|--------|-------------------|
| Active Duty Start Date  | Active Duty End Date | Status | Service Component |
| NA  | NA                   | No     | NA                |
| This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date |                      |        |                   |

| The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date                   |                             |        |                   |
|---|-----------------------------|--------|-------------------|
| Order Notification Start Date   | Order Notification End Date | Status | Service Component |
| NA  | NA                          | No     | NA                |
| This response reflects whether the individual or his/her unit has received early notification to report for active duty |                             |        |                   |

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Mary M. Snavely-Dixon, Director  
Department of Defense - Manpower Data Center  
4800 Mark Center Drive, Suite 04E25  
Arlington, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) 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 Servicemembers 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 only 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 was on active duty for the active duty status date, 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 was on active duty for the active duty status date 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).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense 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 Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (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).

### 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. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

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 the SCRA extend beyond the last dates of active duty.

Those who could 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 last name, SSN, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Report ID: 7ETD6KUD11

Klamath County, Oregon  
ACCUBANC MORTGAGE, beneficiary  
DANIEL CHRISTOPHER BENNETTS, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1352047-09  
REF # 404043

**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 or attorney for the beneficiary or trustee, or successor of either, corporate or otherwise.

I made service with true copy(s) of the  
**TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL TENANTS**  
upon:

an OCCUPANT of  
**2437 ORCHARD AVE**  
**Klamath Falls, OR 97601**

**SERVICE EFFECTED: February 14, 2012 at 8:59 AM.**

ORS 86.750(1)(C)(c) Service on an occupant is deemed effected on the earlier of the date that notice is served... or the first date on which notice is posted...

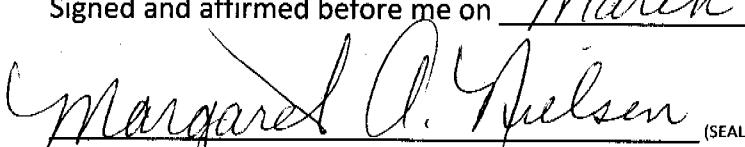
| <b>Date and Time</b>   | <b>Attempts</b>                   |
|------------------------|-----------------------------------|
| 02/14/2012 at 8:59 AM  | 1st Attempt: POSTED on front door |
| 02/22/2012 at 10:31 AM | 2nd Attempt: POSTED on front door |
| 02/27/2012 at 10:45 AM | 3rd Attempt: POSTED on front door |

  
(signature)

Erick Kaber

STATE OF OREGON, County of Klamath.

Signed and affirmed before me on March 7, 2012.

  
(SEAL)

**NOTARY PUBLIC - OREGON**

CLIENT: RELIABLE POSTING & PUBLISHING REF # 404043  
IPS# 80410



Klamath County, Oregon  
ACCUBANC MORTGAGE, beneficiary  
DANIEL CHRISTOPHER BENNETTS, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1352047-09  
REF # 404043

AFFIDAVIT OF MAILING

I certify that:

I mailed a true copy of the TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL TENANTS, placed in a sealed envelope with first class postage thereon fully prepaid and deposited with the United States Post Office on **March 01, 2012**, addressed to:

OCCUPANT  
2437 ORCHARD AVE  
Klamath Falls OR 97601

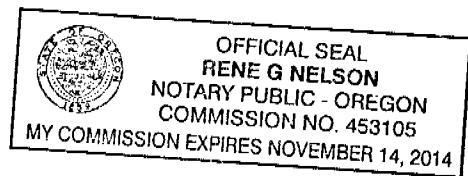
Gloria Carter

STATE OF OREGON, County of Multnomah.

Signed and attested before me on March 01, 2012 by Gloria Carter.

RENE G NELSON  
NOTARY PUBLIC - OREGON

(SEAL)



CLIENT: RELIABLE POSTING & PUBLISHING REF # 404043  
IPS# 80410

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

404043

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1352047-09

Reference is made to that certain deed made by  
DANIEL CHRISTOPHER BENNETTS A SINGLE PERSON as Grantor to  
AMERITITLE, as Trustee, in favor of

ACCUBANC MORTGAGEA DIVISION OF NATIONAL CITY BANK OF INDIANA as Beneficiary,

dated July 25, 2005, recorded July 29, 2005, in official records of KLAMATH County, OREGON in  
book/reel/volume No. M05 at  
page No. 59383, fee/file/instrument/microfilm/reception No. XX covering the following described real  
property situated in the said County and State, to-wit:

LOT 9 IN BLOCK 125 OF MILLS ADDITION ACCORDING TO THE OFFICIAL PLAT  
THEREOFON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMTH COUNTY,  
OREGON.

Commonly known as:

2437 ORCHARD AVE 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 December 1, 2009 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 \$421.33      Monthly Late Charge \$16.42

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 \$48,605.39 together with  
interest thereon at the rate of 6.625% per annum, from November 01, 2009 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.

## NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 15, 2012. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure 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

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1352047-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on June 15, 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**

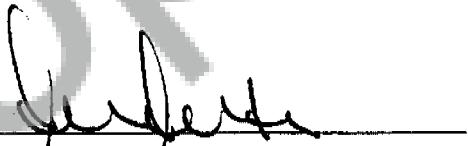
City of KLAMATH FALLS, County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor 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: February 08, 2012

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

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: 

**Susan Smothers, A.V.P.**

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>

TRUSTEE'S NOTICE OF SALE  
Loan No: xxxxxxxx5337 T.S. No.: 1352047-09.

THE USE OF STEEL NOTICE OF SALE

03/13/2012 03/20/2012 03/27/2012 04/03/2012  
Issues(s) in the following issues:

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

LEGALENA 14038 SALLE BENNETTS

Klamath Falls, OR 97603 in the aforementioned country and state, that I know from my personal knowledge that the

general circulation, as defined by Chapter 193 ORS, printed and published at 2701 foothills Blvd,

I, Jeanine P. Day, Finance Director, being duly sworn, depose and say that I am the principal clerk of the publisher of the *Herald and News*, a newspaper in

AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH

Եհօհօհ

69-1402591