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2012-007246

Klamath County, Oregon

00120624201200072460370372

07/02/2012 11:45:36 AM OFFICE Fee: \$227.00

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

332Anus

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 }SS COUNTY OF SAN DIEGO 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. 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. STATE OF CALIFORNIA COUNTY OF SAN DIEGO

day of

R. MOORE
COMM. #1838009
NOTARY PUBLIC • CALIFORNIA 3
SAN DIEGO COUNTY
Commission Expires Feb 23, 2013

SUBSCRIBED AND SWORN to me this

| 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

Rev.06/28/10

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

nosmtor

Rev.06/28/10

| 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. |
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CAL-WESTERN RECONVEYANCE CORPORATION

Enclosure

nosmoor

Rev.06/28/10

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

CORRECT COPY OF THE ORIGINA

BY

Chustal Land

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.

TRUSTEE'S NOTICE OF SALE

TIS. 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

Oity 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, A.V.P.

Streat Continues and Charles

TRUSTEE'S NOTICE OF SALE

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T.S. No: 1352047-09

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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.

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CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By:

Deborah Schwartz, A.V.P.

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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 NOSOR.DOC

Page 3 of 4

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 MOU. 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

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

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| information provided. My signature b | elow grant | ts the hold | ler of my | Utiliti | Utilities | | | | | \perp | | | | | | | | | |
| mortgage the authority to confirm the | informatio | n that I ha | eve disclosed | Condominium Association Fee | | | | | \perp | | | | | | | | | | |
| in this financial statement, to verify it is accurate by ordering a credit Medical (| | | ledical (not covered by insurance) | | | | | | | | | | | | | | | | |
| report, and to contact my realtor and/or credit counseling service Other Prop | | | ner Property Payments | | | | | | | | | | | | | | | | |
| representative (if applicable). | | | | Telep | hone | е | | | | | \perp | | | | | | | | |
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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.

| 💹 Aurora • La | oan Services | BORRO | OWER'S FINA | NCIAL STA | TEMENT | | | | |
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| LOAN NÜMBER: | | | | | | | | | |
| ************************************** | | Borrower In | formation | | Co-Borrower Information | | | | |
| Name: | | | | | | | | | |
| Social Security No.: Mailing Address: | | | | | | | | | |
| City, State, Zip | | | | | | | | | |
| No. of Occupants: | | | No. of Dependents: | | | of Dependents: | | | |
| Home Telephone No.: Work Telephone No.: | | | Best Time to Call: Best Time to Call: | | | st Time to Call: st Time to Call: | | | |
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| Liens / Judgments | | | s | \$ | Utilities (inclusion) | udes gas/electric, water | · s | | |
| Auto Loan | | | s | \$ | Telephone (r | residence, cell, etc.) | \$ | | |
| Auto Loan | | | \$ | \$ | Transportation | on | \$ | | |
| Personal Loan | | | \$ | \$ | Child Suppo | rt/Alimony | s | | |
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| Credit Card | | | \$ | \$ | Auto Insurar | 100 | \$ | | |
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| | redit counseling agency? | ☐ Yes ☐ ħ | No Agency Name: | | | Telepho | ne No : | | |
| | | | | | | | | | |
| Has either borrower dec If yes, filing date: | lared bankruptcy within the | past seven (7) urt location: | years?: Borrow | er: ☐ Yes 〔 | ⊃ No Bankru | Co-Borrower: 🗀 Ye ptcy Case No.: | s □No | | |
| If yes, what Chapter wa | | □ Other | If Chapter 7, w | as a Reaffirmatio | | th the Bankruptcy Cour | t? ☐ Yes | □ No | |
| 1 | artial Claim been completed | _ | age loan within the last | three (3) years? | □ Yes □ | No | | | |
| If yes, with whom, on w | hat date, and reason for def | ault? | | | | | | | |
| Please explain briefly yo | our hardship or reason for b | eing delinquen | t on your mortgage: | | | | · - | | |
| | | | | | | | | | |
| | 1.0.1.1.1.1.1.1.1 | | | | | | | | |
| I (we) agree that the fin- | | | | C | Court continued as | al automobile des des cer | u antion taken h | y the | |
| (our) mortgage the auth | ancial information provided i gage loan on my (our) behal ority to confirm the informat credit counseling service re | f will be made ion I (we) have | in strict reliance on the disclosed in this finan | financial informa | ation provided. My (c | our) signature(s) below | grants the hold- | ler of my | |

Revised: 10/01

Date _____ FINANCIAL STATEMEN

Loan #

| Borrower 1 - NAME | | SSN# | # of people li | ving in house? |
|---|-----------------|-------------------|--|---------------------------------------|
| Currently Employed? (Y/N)_If no, da | ate of last emp | lovment / Drawi | ng Unemployment inc | come? (Y/N) |
| If yes, date started receiving unemploy | | | | Joine: (1714) |
| If yes, is borrower combining business | | | | |
| | | | | |
| Disabled? Temporary/Permanent? (T/ | | | | |
| Work Phone # H | | | | |
| Borrower 2 - NAME | | | | |
| Currently Employed? (Y/N)_If no, da | | | | ome? (Y/N) |
| If yes, date started receiving unemploy | ment income | /_Self-employed | ? (Y/N) | |
| If yes, is borrower combining business | and personal | income? (Y/N) Nam | e of Employer | |
| Disabled? Temporary/Permanent? (T/ | P) If temp. | Est. End date / | | |
| Work Phone # H | | | | |
| | | | | |
| | . F I | NANCIALS | | |
| Monthly Gross Employment Income | | | Unemployment Data | |
| Less taxes | | <u></u> | Former Monthly Gros | s |
| Less medical insurance | | · | Total Severance Pkg V | /alue |
| Retirement/401K/etc | | | Monthly Unemployme | ent Income |
| | | | | |
| Profit Sharing | | Other deduction: | (ex | (plain) |
| Rental Income | | | | |
| Disability/Social Security Income | | Other Income | (exp | lain) |
| Ewnonger | Manthle | Dolomoo | Doct Duc? (V/N) | Aggata |
| Expenses Mortgage Payment | <u>Monthly</u> | <u>Balance</u> | Past Due? (Y/N) | <u>Assets</u> Balance: |
| Taxes & Insurance if non escrowed | | | | |
| HOA Dues | <u> </u> | | | Checking Savings |
| Food (including meals outside home) | | | | 401K/IRA |
| Utilities: Electric & heat | | <u></u> | | +0110/110A |
| Water & Sewer | . | | | Vehicles: |
| Telephone | | | | # owned |
| Cable TV | | _ | | Value |
| Auto expenses: Gas | | - | | V and C |
| Insurance | | | | Other Property: |
| Child Care | | <u> </u> | <u> </u> | # owned |
| Auto loan payments(s) | | | · | Value |
| Credit card payment(s) (#) | | _ | | of properties |
| Other lien payment(s) (#) | | | | * * * * * * * * * * * * * * * * * * * |
| Other property payment(s) | | _ | | |
| Student loans payment(s) | | | - , , , , , , , , , , , , , , , , , , , | |
| Medical & Dental | | | | |
| Rents Paid | | | | |
| Chapter 13 Trustee | | _ | | |
| Alimony & support paid to others | | Expires | | |
| Other: | | | | |

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

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): Non-Owner Occupied Owner Occupied 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 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:

In order to complete your request to modify your mortgage loan(s), you must complete a Borrower's Assistance Form and

Fax completed package to: 814-217-1366 or Email: loanresolution@bsifinancial.com

Borrower's Assistance Form

LOAN#

| | | | | | and the fight to the first speciment in the con- | consumbasis in | * 7 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 | | 7 | |
|----------------|--------------------------|---------------------------------|------------------------------------|--|--|---------------------------|---|--|---------------|---|
| 20. | BSI offers opti | ons for resc | olving your h | ome loan issues. Please | e answer the c | questions | s below as co | ompletely and | d accurately | as |
| 45 J | Ossible. This in | Borrow | | ed to aid in the evaluation | on of homeownership preservation options, not for any other purpose. Co-Borrower | | | | | |
| Borrower Na | me (Include Jr. on | | | | Co-Borrower | Name (II | | | .) | |
| | | | - | | | | · | | | |
| Borrower So | cial Security Nur | nber | Borrower H | Borrower Home Phone (Best Time) (| | Social S | ecurity | Co-Borrowe (Best Time) | r Home Pho | one |
| Borrower Wo | rk Phone (Best 1 | ime) | Borrower Other Phone (Best Time) (| | Co-Borrower (Best Time) | Work Ph | one | Co-Borrowe (Best Time) | r Other Pho | one |
| Borrower E-r | nail Address | | | farital Status | Co-Borrower | E-mail A | ddress | Co-Borrowe | | |
| Permission T | o Contact Via E | -mail | (Married, Un Divorced) | married, Separated, | | | | (Married, Uni Divorced) | married, Sepa | rated, |
| | | | | 0 00 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 | | /W. | | | ing an a | |
| Property Add | ress (Street, city, | state & zip c | ode.) | er en | Mailing Addre | ss (If diff | erent than Pro | perty Address |) | |
| Reside at | Want to Retain | | # Units at | Property | # People in | | # Depende | ents | s the Prope | erty for |
| Property? | Property? | : ! | Property | Condition? | Household | | | | sale? | |
| Borrower | | ! | | (Good, Fair, Poor) | | : : | | | | |
| Co-Borrower | | | ľ | | * | | | | Listing Amo | unt |
| Realtor Nam | e | | Realtor Ad | dress | | | Realtor Ph | one | | |
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| Loan Accour | A Navanhara | | Manaka Da | | | | | | | <u></u> |
| Loan Accour | t Number | | Months Pa | st Due | Second Loan | Account | Number | Second Loa Months Pas | | Balance |
| | | : | | | Mortgage Co. | | | Due | " | |
| | | | <u> </u> | | | | | | : | |
| | ently working wit | h BSI on a | foreclosure p | prevention | Which foreclo | 1 | r | | | |
| resolution? | | | | | (Refinance, Re | payment I | Plan, Short Sa | le, Modification | n, Deferment, | Deed-in Lieu) |
| | | | | | | | : | | ! | |
| BSI Associat | e Name | | BSI Associ | ate Phone | | | | Date Proces | ss Began | |
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| n englished en | | | | - | The second secon | and a great from a second | <u> </u> | The second secon | | The second se |
| | , | vou ere in : | en ective he | nkruptcy, we will need to | | was immoral. | ev on a noce | ible resolutio | in the second | |
| Are you in ar | Active Bankrup | | | Chapter Type | Bankruptcy C | | | Date of Ban | | na |
| • | | • | | ., ., ., | , | <u> </u> | | | | .5 |
| Bankruptcy 4 | | | Bankrunto | | | | | | | |
| , | ttorney Name | i I | Bankrupicy | Attorney Address | | | Bankruptcy | Attorney Ph | опе | |
| | ttorney Name | | Dankrupicy | | | | Bankruptcy | Attorney Ph | рпе | · |
| | ttorney Name | Borrow | | Attorney Address | | 4101Y | | Attorney Ph | | |
| | ., | Borrow | | | Co-Borrower | | Co | | | |
| Borrower En | ., | Borrow | | | | Employe | Co | | | |
| Borrower Em | ployer ployer Address | | | | Co-Borrower | Employe Employe | Co er er Address | -Borrower | | |
| Borrower Em | ployer | Borrow How long employed? | /er | | Co-Borrower | Employe Employe | Co er er Address | | | Self-Employed? |

Borrower's Assistance Form

| DAN# | | | | | A STATE OF THE STA | | |
|--|---|--|--|--|--|--|--|
| | | IS/ORRESOMMERS | KEORWANDR | halaw an an | anlately and a | curately as | |
| BSI offers opt | tions for resolving your l | nome loan issues. Please sed to aid in the evaluation | e answer the questions i on of homeownership or | pelow as con reservation of | otions, not for a | any other purpos | e |
| as possible. This in | Borrower | sed to aid iii the evaluatio | n of Homeon Court P. | Co-I | Borrower | | |
| prrower Name (Include Jr. or | n Sr. if applicable.) | | Co-Borrower Name (Inc | | | | g gestern gestern fra Gestern Gestern |
| orrower Social Security Nu | ımber Borrower | Home Phone (Best Time) | Co-Borrower Social Se Number | | Co-Borrower H (Best Time) | ome Phone | ra et et en |
| | | 1000 | AND CONTRACTOR | | na mporto e La cuerto de desenta en a | ······································ | |
| orrower Work Phone (Best | Time) Borrower | Other Phone (Best Time) | Co-Borrower Work Pho (Best Time) | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Co-Borrower C (Best Time) | A SECTION OF THE PROPERTY OF T | N |
| orrower E-mail Address ermission To Contact Via I | (Married, U | Marital Status nmarried, Separated, | Co-Borrower E-mail Ac | | Co-Borrower N (Married, Unmär Divorced) | | |
| | and the second second second | and the second s | and the supplier of the suppli | | | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | Longe of L |
| roperty Address (Street, city | y, state & zip code.) | | U OFTA/A TOB Mailing Address (If diffe | 1 4 45 280 37 | or place of the first | | |
| Reside at Want to Retail Property? Property? Sorrower Co-Borrower | in # Units at Property | Condition? (Good, Fair, Poor) | # People in Household | # Depender | its sa Li | the Property for le? sting Amount | general de la constante |
| | Realtor A | | | | The facility of the second of the | the state of the first of the state of the s | 5 7 |
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| Realtor IName | Realion | 11 July 197 | garakan dari kelala | Jackson Ar | o, with Leading NA | IA L A | The same of the sa |
| Realtor Name | Months F | 11 July 197 | IOIRIMA IIIOIN Second Loan Account | t Number | o, with Leading NA | | |
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endante de la companya de la compan La companya de la comp **Borrower Name:**

Loan Number:

| Borrower Name: | | | | Loan Number: | | | | | |
|-------------------|---|--|--|-------------------|------------|----------------|----|-------|--|
| Marine Park | a year of the business of the | ower | . MONTHLY INCO | WEEKNEOKWATED | N Co-Borr | ower | | | |
| Income Source (E | | | Monthly Net Income | Income Source (| | | | | |
| Employer: \$ | | | \$ | \$ Employer: | | | \$ | | |
| Employer: | | | \$ | Employer: | | | \$ | | |
| Employer: | | | \$ | Employer: | ····· | | \$ | | |
| Employer: | | | \$ | Employer: | | | \$ | | |
| Rental Income: | | | \$ | Rental Income: | | _ | \$ | | |
| Other: | | | \$ | Other: | | | \$ | | |
| Other: | 10 1 | | \$ | Other: | | | \$ | ··· | |
| Te | otal | | \$ - | 7 | otal | | \$ | - | |
| | | | hild support, or separate ma or Co-Borrower does not ch a loar | Monthly Amount \$ | | | | | |
| | | | | \$ | | | | | |
| | | | Total | | \$ | | | | |
| | | | en visitation de la company | SRSAMA | | | | | |
| ASSETS | Amount Owed | AND THE PROPERTY OF THE PROPER | 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 | | s | | \$ | |
| Other: | \$ | | \$ | Airplane | | \$ | | \$ | |
| Other: | \$ | | \$ | Other: | \$ | | \$ | | |
| Other: | \$ | | \$ | Other: | \$ | | \$ | | |
| Totals | \$ | - | \$ - | Totals | • | \$ | - | \$ - | |

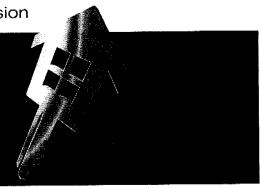
| Borrower | | | Loan Number: | |
|---|--|--|--|---|
| | MONTHL | Y EXPENSES | | HARDSHIP LETTER |
| N | IONTHLY EXPENSES | Borrower | Co-Borrower | Describe in detail why you are having trouble making your home loan payment. |
| Other Home | Loans, Rents & Liens | \$ | \$ | |
| Auto Loan(s |) | \$ | \$ | : |
| Auto: Insura | nce & Other Auto Expenses | \$ | \$ | |
| Credit Cards | & Installment Loans | \$ | \$ | |
| Health Insur | ance | \$ | \$ | |
| Medical Exp | enses | \$ | \$ | |
| Child Care, | Child Support & Alimony | \$ | \$ | |
| Food | | \$ | \$ | |
| Miscellaneo | us Spending Money | \$ | \$ | |
| Utilities | | \$ | \$ | |
| Communica | ions (Phone, Cell Phone, Intern | net) \$ | \$ | |
| Other | | \$ | \$ | |
| | TOTAL | \$ - | \$ | |
| intentional of damages, to limited to fin acknowledg below grant, statement, to By providing third party d | r negligent misrepresentation of any person who may suffer an e or imprisonment or both unde e that any action taken by the le the holder of my mortgage or it p verify it as accurate by ordering a wireless telephone number, the ebt collector at that number. | f the information contained y lose due to reliance upor r the provisions of Title 18 ender is in strict reliance or its designee the authority to g a credit report, and to co I consent to receiving auto ntly occupying the propert | I in this document man the document, and United State Code, I the financial information to confirm the information ontact my realtor and dialed and pre-recond | opposite my signature and that any ay result in civil liability, including monetary for in criminal penalties including but not Sec. 1001, et seq. I understand and ation provided. My signature/acceptance ation that I have disclosed in this financial for credit counseling service. Ided message calls from the lender or its |
| Borrower \$ | gnature | Date | Co- Borrower S | signature Date |

Nest:

| MONTHLY EXPENSES Borrower Co-Borrower Describe in detail why you are having trouble making you home loan payment. | rrower Name: | The second section of the second section is a second second section of the second seco | Loan Number: | gent and the second |
|--|---|--|--|--|
| MONTHLY EXPENSES Borrower Co-Borrower home loan payment. In Home Loans, Rents & Liens \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ Ito (Loan(s) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | MONTHLY | EXPENSES | er man min je ver ver promo politike je promo koji i stanika je ve se koji Promo politike i se promo politike i stanika i se promo se koji i se ko Promo politike i se promo politike i se koji i se | HARDSHIP LETTER |
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| adit Cards & Installment Loans \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | to Loan(s) | . ,. \$ | (* * | |
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| alth Insurance \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ | edit Cards & Installment Loans | \$ | salah di Marjara sahiri Salah salah salah di Amerikan salah sa | |
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| scellaneous Spending Money \$ \$ \$ scellaneous Spending Money \$ \$ \$ similar \$ \$ \$ \$ summunications (Phone, Cell Phone, Internet) \$ \$ \$ ther \$ \$ \$ TOTAL \$ \$ - \$ TOTAL \$ - \$ representation of the information contained in this document may result in civil liability, including monetary tentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary tentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary tentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary tentional or negligent misrepresentation of the information of the document, and/or in criminal penalties including but not not little to fine or imprisonment or both under the provisions of Title 18 United State Code, Sec. 1001, et seq. I understand and sknowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance allow grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial attement, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service. The providing a wireless telephone number, I consent to receiving autodiated and pre-recorded message calls from the lender or its irrid party debt collector at that number. The providing a wireless telephone number, I consent to receiving autodiated and pre-recorded message calls from the lender or its irrid party debt collector at that number. | ild Care, Child Support & Alimony | \$ \$ | | The state of the s |
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| TOTAL \$ - \$ gree that the financial information provided is true and accurate as of the date set forth opposite my signature and that any, tentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary signages, to any person who may suffer any lose due to reliance upon the document, and/or in criminal penalties including but not nited to fine or imprisonment or both under the provisions of Title 18 United State Code, Sec. 1001, et seq. I understand and exhowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance slow grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial atement, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service. A providing a wireless telephone number, I consent to receiving autodialed and pre-recorded message calls from the lender or its irrepresent 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. | lities | \$ | \$ | |
| TOTAL gree that the financial information provided is true and accurate as of the date set forth opposite my signature and that any, entional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary mages, to any person who may suffer any lose due to reliance upon the document, and/or in criminal penalties including but not mitted to fine or imprisonment or both under the provisions of Title 18 United State Code, Sec. 1001, et seq. I understand and knowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance show grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial element, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service. A providing a wireless telephone number, I consent to receiving autodialed and pre-recorded message calls from the lender or its irrepresent that \[\begin{array}{c} \lambda am not currently occupying the property securing the loan as my primary residence and that I intend to ontinue occupying the property as my primary residence. | mmunications (Phone, Cell Phone, Interne | et) \$ | , ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | and the second s |
| gree that the financial information provided is true and accurate as of the date set forth opposite my signature and that any tentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary amages, to any person who may suffer any lose due to reliance upon the document, and/or in criminal penalties including but not mitted to fine or imprisonment or both under the provisions of Title 18 United State Code, Sec. 1001, et seq. I understand and schooledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance show grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial atement, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service. If y providing a wireless telephone number, I consent to receiving autodiated and pre-recorded message calls from the lender or its irreliantly debt collector at that number. If am 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. | her | | | |
| tentional or negligent misrepresentation of the information contained in this document may result in civil liability, including monetary amages, to any person who may suffer any lose due to reliance upon the document, and/or in criminal penalties including but not mited to fine or imprisonment or both under the provisions of Title 18 United State Code, Sec. 1001, et seq. I understand and cknowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature/acceptance allow grants the holder of my mortgage or its designee the authority to confirm the information that I have disclosed in this financial element, to verify it as accurate by ordering a credit report, and to contact my realtor and/or credit counseling service. If y providing a wireless telephone number, I consent to receiving autodialed and pre-recorded message calls from the lender or its hird party debt collector at that number. If 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. | | 4.0 | Control of the Contro | A A Lord A William Constraint A |
| represent that \[\] I am \[\] I am not currently occupying the property securing the loan as my primary residence and that I intend to ontinue occupying the property as my primary residence. | amages, to any person who may suffer any nited to fine or imprisonment or both under sknowledge that any action taken by the le slow grants the holder of my mortiage or i | y lose due to reliance u r the provisions of Title inder is in strict reliance its designee the author ig a credit report, and to | pon the document, and/o 18 United State Code, S on the financial informa ty to confirm the informa o contact my realtor and/ | for in criminal penalties including but not Sec. 1001, et seq. I understand and ation provided. My signature/acceptance ation that I have disclosed in this financial Vor credit counseling service. |
| ontinue occupying the property as my primary residence. | y providing a wireless telephone number, l | . 00,100,14 10 10,00,111.3 ~ | | |
| orrower SignatureDateDateDateDate | ird party debt collector at that number. | | Company and | 2) March Gara |
| | ird party debt collector at that number. epresent that \[\] \(\) am \[\] I am not curre | ntly occupying the prop | perty securing the loan a | as my primery residence and that I intend to |

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."

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

www.makinghomeaffordable.gov.



Federal Trade Commission ftc.gov/MoneyMatters

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

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

www.makinghomeaffordable.gov





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: CAI | -WESTERN RECONVEYANCE CO | RPORATION |
| Trustee signature: | | |

Trustee Sale No.: 1352047-09

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

HB3630.DOC

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.
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800-452-7636 or you may visit its website at: http://www.osbar.org.

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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 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

11969002484016054143 Postal Number Sequence Recipient Name 11969002484016054273 11969002484016054266 11969002484016054235 11969002484016054228 3 11969002484016054211 2 CIT SMALL BUSINESSS LENDING CORPORATION 2 DANIEL CHRISTOPHER BENNETTS Occupant(s) / Tenant(s) DANIEL C BENNETTS DANIEL C BENNETTS SMALL BUSINESS ADMINISTRATION N ယ N N C/O CIT SMALL BUSINESS LENDING CORP LIVINGSTON NJ 07039 2008 ARTHUR STREET 1 CIT DRIVE 2437 ORCHARD AVE **4441 BARTLETT AVE** 2437 ORCHARD AVE Address Line 1/3 1 CIT DRIVE LIVINGSTON NJ 07039 Address Line 2/4 KLAMATH FALLS OR 97603 KLAMATH FALLS OR 97601 KLAMATH FALLS OR 97603 KLAMATH FALLS OR 97601

11969002484016054280

DANIEL CHRISTOPHER BENNETTS

N

2437 ORCHARD AVE

KLAMATH FALLS OR 97601

Sender: CalWestern Reconveyance 525 E Main El Cajon CA 92020

Type of Mailing: NOS MAILING Postal Class: Certified - Ret

Affidavit Attachment: 1857629-01 000 02272394 CWR

Postal Number Sequence Recipient Name Address Line 1/3 Address Line 2/4

71969002484014632505 71969002484014632611 71969002484014632574 2 71969002484014632598 3 CIT SMALL BUSINESSS LENDING CORPORATION 2 Occupant(s) / Tenant(s) DANIEL C BENNETTS DANIEL C BENNETTS N N 2437 ORCHARD AVE 1 CIT DRIVE 2437 ORCHARD AVE **4441 BARTLETT AVE** LIVINGSTON NJ 07039 KLAMATH FALLS OR 97601 KLAMATH FALLS OR 97603 KLAMATH FALLS OR 97601

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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 Ac | 1 | | | |
| 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 | -27 | 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

Mary Mr. Snavely-Dison

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 of 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...

3rd Attempt: POSTED on front door

Date and Time Attempts
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

(signature) Erick Kaber

STATE OF OREGON, County of

Signed and affirmed before me on

Manyon II. Tyelsen

NOTARY PUBLIC - OREGON
CLIENT: RELIABLE POSTING & PUBLISHING REF # 404043
1PS# 80410

OFFICIAL SEAL
MARGARET A NIELSEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 426779

COMMISSION NO. 426779
MY COMMISSION EXPIRES APRIL 12, 2012

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

STATE OF OREGON, County of Multnomah.

lonia Carter

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

NOTARY PUBLIC - OREGON

(SEAL)

OFFICIAL SEAL
RENE G NELSON
NOTARY PUBLIC - OREGON
COMMISSION NO. 453105
MY COMMISSION EXPIRES NOVEMBER 14, 2014

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.

NOSOR.DOC

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 NOSOR.DOC

Page 3 of 4

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

AFFIDAVIT OF PUBLICATION STATE OF OREGON, AFFIDATY OF KLAMATH

LIBRIZEE, NOTICE OF SALE
LOSU NO: XXXXXX5337 T.S. NO.: 1352047-09.

Reference is made to that certain deed made by Daniel Christopher Bennetts A Single Person, as Grantor to Ameritite, as Trustee, in favor of Accubanc Mortgagea Division of Mational City Bank Of Indiana, as Beneticiary, dated July 25, 2005, in official recorded July 29, 2005, in official recorded July 29, 2005, in official recorde of Klamath, 2005, recorded July 29, 2005, in official recorded July 29, 2005, in official records of Klamath, property situated in said County and State, to-wir. Lot 9 in block 125 of Mills Addition according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Commonly known as: 2437 Orderd 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 said real property to satisfy the obligations secured by section trust deed and notice has been recorded pursuant for which the toreclosure is made is the grantes. The default for which 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 of trust.

By this reason of said default the beneficiary has declared all obligations secured by said Deed of Trust immediately due obligations secured by said the following, to-wit; The sum and payable, said sums being the following, to-wit; The send said sums forces with interest thereon at 6.625% per annum from Movember 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 and sums advance by the beneficiary pursuant to the terms and conditions of the said deed of trust.

Whereof, notice hereby is given that, Cal-Western Reconveyance Corporation the undersigned trustee will on June veyance Corporation the undersigned trustee will on June 15, 2012 at the hour of 1:00pm, Standard of Time, as easted fished by Section 187.1 10, Oragon Revised Statutes, At the lished by Section 187.1 10, Oragon Revised Statutes, At the lished by Section 187.1 10, Oragon Revised Statutes, At the lished by Section 187.1 10, Day of Chegon, sell at public suction to the highest bidder for Cash the interest in the said described real property which of Oragon, sell at public suction to the highest bidder for Eash the interest in the said described real property which the grantor or his successors in interest acquired ear which the grantor or his successors in interest acquired early him of the said trust deed, to satisfy the foregoing early the oragin or his costs and expense of beingations therefore and the costs and strong a reasonable charge by the trustee. Notice is beligations there such portions of said trust deed, to satisfy the foregoing surface the proceeding dismissed and the trust deed reinstated by Coffor that such portions of said trust deed, to satisfy the costs, fulfier given that any person named in Section 86.753 of Sale, including a reasonable charge by the trustee. Notice is such proceeding dismissed and the trust deed the costs, for such portions of said trust deed the nation of trust deed, at any time prior to five days before the date last set for sale.

In construing this notice, the masculine gender includes the line costs in control and the said trustee.

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 words "trustee" and "beneficiary" includes their respective successors in interest, if any. Dated: February 08, 2012. Calwords "Trustee" and "beneficiary" includes their respective words "trustee" and "beneficiary" includes their respective conveyance Corporation Signature/By: Tammy Laird Reconveyance Corporation Signature/By: Tammy Laird Reconveyance Corporation Signature/By: Tammy Laird Reconveyance Corporation Signature/By: Tammy Laird Republic 13, 20, 27, April 03, 2012.

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 aster; that I know from my personal knowledge that the aster; that I know from my personal knowledge that the

#404043 a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

O3/13/2012 O3/20/2012 O3/27/2012 O4/O3/2012

Total Çost; \$880.22

Subscribed and sworn by Jeanine P Day before me on:

Subscribed and sworn by seaming that before the one of 2012

Motary Public of Oregon
My commision expires on May 15, 2012

