

1st 1829932

2012-007365

Klamath County, Oregon

RECORDING COVER SHEET

(Per ORS 205.234 or ORS 205.244)

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not effect the Transaction(s) contained in the instrument itself



00120768201200073650120128

T 07/05/2012 03:00:02 PM Fee: \$92.00
the County Recording Office

After recording return to:

Northwest Trustee Services Inc
PO Box 5070
Concord CA 94520

1) Title(s) of Transaction(s) ORS 205.234(a)

Affidavit of Publication
Affidavit of Mailing
Trustee's Notice of Sale

2) Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160

Donald L. Stroud and Lois M. Stroud

3) Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160

Bank of America

3a) Trustee and address, if any

First American Title Ins. Co

4) True and Actual Consideration ORS 93.030

N/A

5) Send Tax Statements to:

☐ : If this box is checked, then below applies:

If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "Rerecorded at the request of _____ to correct _____ previously recorded in Book _____ and Page _____, or as Fee Number _____."

(Legal description if corrected is attached to included certified document of the original.)

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

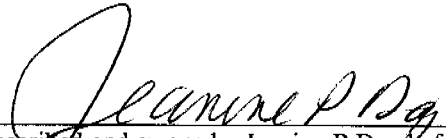
I, Jeanine P. Day, Finance Director, being duly sworn,
depose and say that I am the principle clerk of the
publisher of the Herald and News, a newspaper in
general circulation, as defined by Chapter 193 ORS,
printed and published at 2701 Foothills Blvd,
Klamath Falls, OR 97603 in the aforesaid county and
state; that I know from my personal knowledge that the
Legal#14297 SALE STROUD
#288204

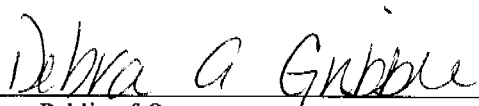
a printed copy of which is hereto annexed, was published
in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:

05/23/2012 05/30/2012 06/06/2012 06/13/2012

Total Cost: \$2468.00


Subscribed and sworn by Jeanine P Day before me on:
13th day of June in the year of 2012


Notary Public of Oregon
My commission expires on May 15, 2016



TRUSTEE'S NOTICE OF SALE T.S. No: OBOA-066-64

Reference is made to that certain trust deed made by Donald L. Stroud and Lois M. Stroud, as grantor to First American Title Insurance Company, as Trustee, in favor of Bank of America, N.A., a national banking association, as beneficiary, dated 12/24/2007, recorded 12/28/2007, in the mortgage records of Klamath County, Oregon, as 2007-021572, covering the following described real property situated in said county and state, to wit: A tract of land situated in the NW1/4 SW1/4 of Section 2, Township 39 South, Range 9 E.W.M., more particularly described as follows: Beginning at the brass plug marking the West quarter corner of said Section 2; thence South 0°13' East along the Westerly line of said Section 2, a distance of 53 feet; thence North 89°47' East, a distance of 30.00 feet to an iron pin on the Easterly right of way line of Summers Lane; thence South 89°47' East to the Westerly right of way line of U.S.B.R. "A" Canal; thence Southeast along the Westerly right of way line of said canal to the Northeast corner of that certain tract conveyed to Smith & Westvold by deed recorded January 28, 1964, in Deed Volume 350 at Page 590; thence South 89°47' West 82.38 feet to the Westerly right of way line of Summers Lane, thence North 0°13' West along the right of way line 150 feet; more or less to the point of beginning. EXCEPTING THEREFROM that portion conveyed to State of Oregon by and through its State Highway Commission by deed recorded May 6, 1964 in Volume 352 Page 573, records of Klamath County, Oregon. All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the land, and all apparatus and equipment now or hereafter attached in any manner to the land or any building on the land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements") All easements and rights of way appurtenant to the land; all crops growing or to be grown on the land (including all such crops following severance from the land); all standing timber upon the land (including all such timber following severance from the land); all development rights or credits and all rights, all water and water rights (whether riparian, appurtenant, or otherwise and whether or not appurtenant to the land) and shares of stock and certificates pertaining to such water or water rights; ownership of which affect the land; all minerals, oil, gas and other hydrocarbon substances and rights thereto in, on, under, or upon the land. All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the land or the improvements, and any and all guarantees and other agreements relating to or made in connection with any of the foregoing; All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the land, improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, theft, vandalism, and other insurance policies, whether or not such policies are required by beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceedings, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to or defect in the land, improvements or the other property described above or any part of them; and All proceeds of additions and accretions to, substitutions and replacements for and changes in any of the property described above. PROPERTY ADDRESS: 4100 South 6th Street, Klamath Falls, Oregon 97603.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$1,164.48 beginning 9/10/2011; plus late charges of \$46.57 each month beginning 9/10/2011; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the deed of trust immediately due and payable, said sums being the following, to-wit: \$102,419.52 with interest thereon at the rate of 9.25 percent per annum beginning 9/25/2011 until paid; plus all accrued late charges of \$93.14; together with the expenses, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on 7/10/2012 at the hour of 11:00 AM, in accord with the standard of time established by ORS 86.716, at the following place: On the front steps of the Circuit Court, 316 Main Street, Klamath Falls, OR, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations secured by the deed of trust and the expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.757 AND 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail return receipt requested, addressed to the trustee's to the trustee's address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.rsvpforforeclosures.com. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation of trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

In construing this notice, the singular includes the plural, the word "grantor" includes any successors 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" include their respective successors in interest, if any. **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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.oregonbar.org/public/is/lowcostlegalhelp/legalaid.html>. The trustee's rules of auction may be accessed at www.nwtrustee.com and are incorporated by this reference. You may also access sale status at www.rsvpforeclosures.com. David J. Rigsby, Assistant Vice President. For further information, please contact Northwest Trustee Services, Inc., 2600 Starline Drive, Suite 200 Concord, CA 94520 (925) 653-1990 File No. OBOA-066454 (2/28/12, 3/28/12, 5/30/12, 6/13/12, 6/13/12, 06/13/12). #14297 May 23, 30, June 06, 13, 2012.

PROOF OF SERVICE JEFFERSON STATE ADJUSTERS

STATE OF: Oregon
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **4100 S. 6th St. Klamath Falls, OR 97603**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to __ at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to __, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1st Attempt: February 29, 2012 1:35 PM POSTED

2nd Attempt: March 05, 2012 12:31 PM POSTED

3rd Attempt: March 08, 2012 7:41 AM POSTED

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on __ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of March 12, 2012, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

Chelsea Chambers

4100 S. 6th St. Klamath Falls, OR 97603
ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

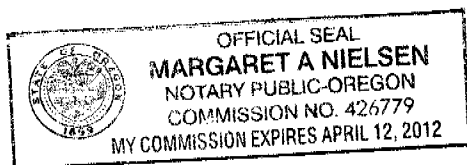
February 29, 2012 1:35 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: _____

Robert W. Bolenbaugh
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 12 day of March, 2012.



Margaret A. Nielsen
Notary Public for Oregon

AFFIDAVIT OF MAILING

Date: February 23, 2012

T.S. No.: OBOA-066454

Loan No.: 16-953614-265

STATE OF California }
COUNTY OF Contra Costa

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in Contra Costa County at Northwest Trustee Services, Inc., and is not a party to the within action and that on 2/23/2012, (s)he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, certified or registered mail and first class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X 
Affiant Amy Rigsby

Donald L. Stroud
4100 South 6th Street
Klamath Falls, OR 97603
71923789001014302807

Lois M. Stroud
4100 South 6th Street
Klamath Falls, OR 97603
71923789001014302814

Occupants of the Premises
4100 South 6th Street
Klamath Falls, OR 97603
71923789001014302821

Donald L. Stroud
493 Firewood Drive
Redding, CA 96003
71923789001014302838

Lois M. Stroud
493 Firewood Drive
Redding, CA 96003
71923789001014302845

Success Industries
4100 South 6th Street
Klamath Falls, OR 97603
71923789001014302852

Success Industries
377 Nevada Street
Carson City, NV 89703
71923789001014302869

Donald L. Stroud
c/o Dale Stroud
670 Wernmark Way
Red Bluff, CA 96080
71923789001014302876

Donald L. Stroud
Box 2190-2111
Pahrump, NV 89169
71923789001014302883

Donald L. Stroud
284 E. Tropicana Ave., Trlr 10
Las Vegas, NV 89169
71923789001014302890

Lois M. Stroud
Box 2190-2111
Pahrump, NV 89169
71923789001014302906

Lois M. Stroud
284 E. Tropicana Ave., Trlr 10
Las Vegas, NV 89169
71923789001014302913

Lois M. Stroud
c/o Dale Stroud
670 Wernmark Way
Red Bluff, CA 96080
71923789001014302920

Success Industries
493 Firewood Drive
Redding, CA 96003
71923789001014302937

Success Industries
Box 2190-2111
Pahrump, NV 89169
71923789001014302944

Success Industries
284 E. Tropicana Ave., Trlr 10
Las Vegas, NV 89169
71923789001014302951

Success Industries
c/o Dale Stroud
670 Wernmark Way
Red Bluff, CA 96080
71923789001014302968

Heirs and Devisees of
Donald L. Stroud
4100 South 6th Street
Klamath Falls, OR 97603
71923789001014302975

Heirs and Devisees of
Donald L. Stroud
493 Firewood Drive
Redding, CA 96003
71923789001014302982

Heirs and Devisees of
Donald L. Stroud
Box 2190-2111
Pahrump, NV 89169
71923789001014302999

Heirs and Devisees of
Donald L. Stroud
284 E. Tropicana Ave., Trlr 10
Las Vegas, NV 89169
71923789001014303002

Heirs and Devisees of
Donald L. Stroud
c/o Dale Stroud
670 Wernmark Way
Red Bluff, CA 96080
71923789001014303019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Contra Costa

On 6-28-12

Date

before me,

Donna I. Welch-Ernst

Here Insert Name and Title of the Officer

personally appeared

Amy Rigshy

Name(s) of Signer(s)

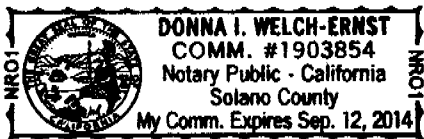
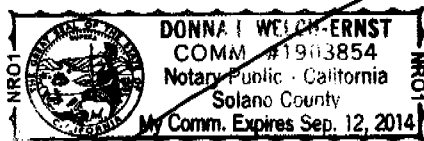
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Donna I. Welch-Ernst

Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Corporate Officer — Title(s): _____

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: _____

☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Donald L. Stroud and Lois M. Stroud, as grantor to First American Title Insurance Company, as Trustee, in favor of Bank of America, N.A., a national banking association, as beneficiary, dated 12/24/2007, recorded 12/28/2007, in the mortgage records of Klamath County, Oregon, as 2007-021572, covering the following described real property situated in said county and state, to wit:

A tract of land situated in the NW1/4 SW1/4 of Section 2, Township 39 South, Range 9 E.W.M., more particularly described as follows:

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All easements and rights of way appurtenant to the land; all crops growing or to be grown on the land (including all such crops following severance from the land); all standing timber upon the land (including all such timber following severance from the land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant to the land) and shares of stock and certificates pertaining to such water or water rights, ownership of which affect the land; all minerals, oil, gas and other hydrocarbon substances and rights thereto in, on, under, or upon the land.

All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the land or the improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the land, improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceedings, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to or defect in the land, improvements or the other property described above or any part of them; and

All proceeds of additions and accretions to, substitutions and replacements for and changes in any of the property described above.

PROPERTY ADDRESS: 4100 South 6th Street, Klamath Falls, OR 97603

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WHEREFORE, notice hereby is given that the undersigned trustee will on 7/10/2012 at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at the following place: **On the front steps of the Circuit Court, 316 Main Street, Klamath Falls, OR**, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.757 AND 86.759 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail return receipt requested, addressed to the trustee's to the trustee's address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.rsvpforeclosures.com. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

In construing this notice, the singular includes the plural, the word "grantor" includes any successors 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" include their respective successors in interest, if any.

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.

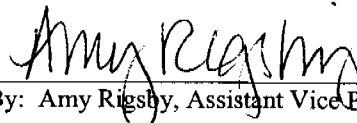
The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.rsvpforeclosures.com.

Dated: 2/16/2012

Northwest Trustee Services, Inc.


By: Amy Rigshy, Assistant Vice President

For further information, please contact:

Northwest Trustee Services, Inc.,
2600 Stanwell Drive, Suite 200
Concord, CA 94520
(925) 603-1000
File No. OBOA-066454