

15-1852092

2012-007824

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



00121337201200078240170178

07/18/2012 02:53:55 PM  
the County Recording Office

Fee: \$127.00

**After recording return to:**

**Mortgage Lender Services, Inc.**  
**81 Blue Ravine Rd., Ste 100**  
**Folsom CA 95630**

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

Affidavit of Mailing Notice of Sale  
Affidavit of Mailing  
Notice to Residential Tenants  
Proof of Service  
Affidavit of Publication  
Trustee's Notice of Sale

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

William J. Hughes Jr. and Helene P. Hughes

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

The Mortgage Brokers Inc

**3a) Original Trustee and address, if any**

The Money Man Corp

**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.)

F

WHEN RECORDED MAIL TO:

Mortgage Lender Services, Inc.  
81 Blue Ravine Rd, Ste 100  
Folsom CA 95630

1851092  
T.S. NO.: fc28044-5

Recorder's Use  
Title Order: 5821654

AFFIDAVIT OF MAILING NOTICE OF SALE AND NOTICE PURSUANT TO CH. 19 (2008 OREGON LAWS) UPDATED PURSUANT TO CH. 864 (2009 OREGON LAWS)

STATE OF California)  
COUNTY OF Sacramento)

I, Lauren Meyer, 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 interested named in the attached original or copy of notice of sale and the Notice as required by and in accordance with ORS Chapter 86.737 was provided to Grantor, successors in interest and occupants, if any, 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 and the Notice as required by and in accordance with ORS Chapter 86.737 was provided to Grantor, successors in interest and occupants, if any 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:

NAME & ADDRESS

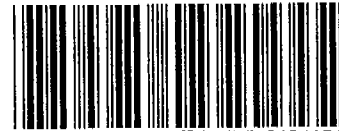
CERTIFIED NO.

**SEE ATTACHED**

And a copy of the Notice required pursuant to Ch. 19 2008 Oregon Laws updated pursuant to Ch. 864 (2009 Oregon Laws) to the grantors and/or successors.

Said person(s) include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Mortgage Lender Services, Inc., for the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail on 03/28/2012. 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.



Walz Affidavit #: 3134151

## AFFIDAVIT OF MAILING

### ***Mortgage Lender Services, Inc***

Date: 03/28/2012

Ref. No.: fc28044-5

MailbatchID: 414861

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Mortgage Lender Services, Inc; is not a party to the within action; and that on March 28, 2012, she 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, sent Certified Mail, 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 Eddie Solares

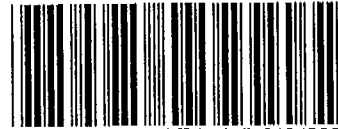
OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7523  
REF #: fc28044-5  
RUNNING Y RANCH RESORT  
OWNER'S ASSOCIATION  
C/O SEAN MASTERS EAGLE CREST  
RESORT  
PO BOX 1215  
REDMOND, OR 97756

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7530  
REF #: fc28044-5  
RUNNING Y RANCH RESORT  
OWNER'S ASSOCIATION  
C/O EAGLE CREST RESORT  
PO BOX 1215  
REDMOND, OR 97756

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7547  
REF #: fc28044-5  
RUNNING Y RANCH RESORT  
OWNER'S ASSOCIATION  
5115 RUNNING Y RD  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7554  
REF #: fc28044-5  
RUNNING Y RANCH RESORT  
OWNER'S ASSOCIATION  
C/O TODD ANDRES  
5115 RUNNING Y RD  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7561  
REF #: fc28044-5  
RUNNING Y RANCH RESORT  
OWNER'S ASSOCIATION  
C/O ED ONIMUS  
PO BOX 1215  
REDMOND, OR 97756



Walz Affidavit #: 3134285

## AFFIDAVIT OF MAILING

### *Mortgage Lender Services, Inc*

Date: 03/28/2012

Ref. No.: fc28044-5

MailbatchID: 414876

STATE OF CALIFORNIA )  
COUNTY OF RIVERSIDE )

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; acting on behalf of Mortgage Lender Services, Inc; is not a party to the within action; and that on March 28, 2012, she 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, sent Certified Mail, 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 Eddie Solares  
Affiant Eddie Solares

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7394  
REF #: fc28044-5  
WILLIAM J. HUGHES JR  
6439 COOPERS HAWK ROAD  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7424  
REF #: fc28044-5  
HELENE P. HUGHES  
6439 COOPERS HAWK  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7455  
REF #: fc28044-5  
OCCUPANT  
6439 COOPERS HAWK ROAD  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7400  
REF #: fc28044-5  
HELENE P. HUGHES  
6439 COOPERS HAWK ROAD  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7431  
REF #: fc28044-5  
WILLIAM J. HUGHES JR  
1065 43RD STREET  
SACRAMENTO, CA 95819

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7417  
REF #: fc28044-5  
WILLIAM J. HUGHES JR  
6439 COOPERS HAWK  
KLAMATH FALLS, OR 97601

OR REQUIREDMAILINGFC\_T  
7196 9006 9295 8835 7448  
REF #: fc28044-5  
HELENE P. HUGHES  
1065 43RD STREET  
SACRAMENTO, CA 95819

*The Trustee is required to give you the following "Notice to Residential Tenants," which was written by the Oregon Legislature. The Trustee cannot give you legal advice regarding these matters. If you have questions, you should consult with your own legal advisor.*

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

Property address: 6439 COOPERS HAWK ROAD, KLAMATH FALLS, OR 97601

The property in which you are now living is in foreclosure. A foreclosure sale is scheduled for 07/30/2012. 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 goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### **PROTECTION FROM EVICTION**

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### **ABOUT YOUR TENANCY**

#### **BETWEEN NOW AND THE FORECLOSURE SALE: RENT**

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### **SECURITY DEPOSIT**

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you

want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE**

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

**IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: First American Title Insurance Company  
c/o Mortgage Lender Services, Inc., as Agent  
81 Blue Ravine Rd, Ste 100  
Folsom CA 95630  
(916) 962-3453

Free legal assistance: Oregon Law Center  
Portland: (503) 473-8329  
Coos Bay: 1-800-303-3638  
Ontario: 1-888-250-9877  
Salem: (503) 485-0696  
Grants Pass: (541) 476-1058  
Woodburn: 1-800-973-9003  
Hillsboro: 1-877-726-4381

<http://www.oregonlawcenter.org/>  
and Oregon Law Help Site (providing more information and a directory of legal aid programs)  
<http://oregonlawhelp.org/OR/index.cfm>

and Oregon State Bar Lawyer Referral Service  
503-684-3763 or toll-free in Oregon at 800-452-7636 <http://www.osbar.org>  
<http://www.osbar.org/public/ris/ris.html#referral>  
and information on federal loan modification programs at:  
<http://www.makinghomeaffordable.gov/>

TS # fc28044-5

**NOTICE:  
YOUR ARE IN DANGER OF LOSING  
YOUR PROPERTY IF YOU DO NOT  
TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property:

Street address: 6439 COOPERS HAWK ROAD, 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 03/16/12 to bring your mortgage current was \$803,049.39.

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) 234-5465 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: RONALD E. WATKINS, TRUSTEE FOR THE WATKINS FAMILY TRUST, AS TO AN UNDIVIDED 46.66000000%INTEREST; RONALD E. WATKINS, TRUSTEE FOR THE MEGAN WATKINS TRUST, AS TO AN UNDIVIDED 26.67000000% INTEREST; AND GARY TALBERT AND CLAUDEAN TALBERT, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 26.67000000% INTEREST c/o Mortgage Lender Services, Inc., 81 Blue Ravine Rd, Ste 100, Folsom CA 95630

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

Sale Date: 07/30/2012 Time: 11:00AM

Location: ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR



**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 RONALD E. WATKINS, TRUSTEE FOR THE WATKINS FAMILY TRUST, AS TO AN UNDIVIDED 46.66000000% INTEREST; RONALD E. WATKINS, TRUSTEE FOR THE MEGAN WATKINS TRUST, AS TO AN UNDIVIDED 26.67000000% INTEREST; AND GARY TALBERT AND CLAUDEAN TALBERT, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 26.67000000% INTEREST c/o THE MONEY BROKERS, INC. at (800) 479-4444 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.

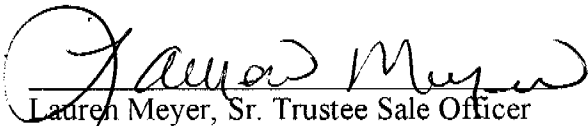
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, please call the statewide phone contact number 800-SAFENET (800-723-3638) You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll -free in Oregon at 800-452-7636 or you may visit its Web site at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income or 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 questions, talk to a lawyer or one of the organizations mentioned before signing.

Trustee name: FIRST AMERICAN TITLE INSURANCE COMPANY by: Mortgage Lender Services, Inc., as Agent  
Trustee ph. no. (877)234-5465

By:  Date: 3/16/2012

**MORTGAGE LENDER SERVICES, INC. MAY BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

  
Lauren Meyer, Sr. Trustee Sale Officer

STATE OF California  
COUNTY OF Sacramento

On 7/16/2012 before me, Tara S. Campbell, Notary Public, personally appeared Lauren Meyer, 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.





# **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 **6439 Coopers Hawk Rd. Klamath Falls, OR 97601**

☐ **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.

1 <sup>st</sup> Attempt:	March	21, 2012	8:12 AM	POSTED
2 <sup>nd</sup> Attempt:	March	26, 2012	10:24 AM	POSTED
3 <sup>rd</sup> Attempt:	March	28, 2012	1:01 PM	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 29, 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 *Nelsa Chambers*

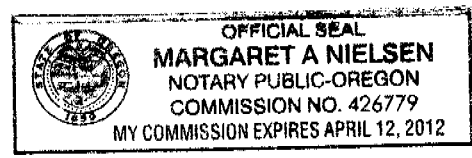
**6439 Coopers Hawk Rd. Klamath Falls, OR 97601**  
**ADDRESS OF SERVICE**

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.

March 21, 2012                      8:12 AM  
**DATE OF SERVICE              TIME OF SERVICE**  
☐ or non occupancy

By: *[Signature]*  
**ROBERT W. BOLENBAUGH**

Subscribed and sworn to before on this 28<sup>th</sup> day of March, 2012.



*Margaret A. Nielsen*  
Notary Public for Oregon

**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#14332 SALE HUGHES, JR.

#288789

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

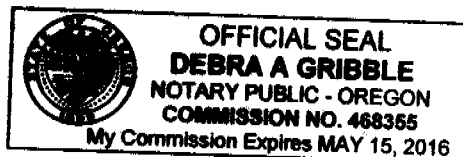
Insertion(s) in the following issues:

06/05/2012 06/12/2012 06/19/2012 06/26/2012

Total Cost: \$1550.00

*Jeanine P Day*  
Subscribed and sworn by Jeanine P Day before me on:  
26th day of June in the year of 2012

*Debra A Gribble*  
Notary Public of Oregon  
My commission expires on May 15, 2016



**TRUSTEE'S NOTICE OF SALE**

Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq. Trustee No.: fc28044-5 Loan No.: N5081BW Title No.: 5821654 Original Beneficiary: The Money Brokers, Inc. 2371 El Camino Avenue, Sacramento, CA 95821 Current Beneficiary: Ronald E. Watkins, Trustee for the Watkins Family Trust; Ronald E. Watkins, Trustee for the Megan Watkins Trust; Gary Talbert & Claudean Talbert c/o The Money Brokers, Inc., 2371 El Camino Avenue, Sacramento, CA 95821 Original Grantor: William J. Hughes Jr. and Helene P. Hughes 6439 Coopers Hawk Road, Klamath Falls, OR 97601 Current Grantor: William J. Hughes Jr. and Helene P. Hughes 1065 43rd Street, Sacramento, CA 95819 Original Trustee: The Money Man Corporation 2371 El Camino Avenue, Sacramento, CA 95821 Current Trustee: First American Title Insurance Company c/o Mortgage Lender Services, Inc. 81 Blue Ravine Rd, Ste 100, Folsom CA 95630.

Reference is made to that certain Trust Deed made by William J. Hughes Jr. and Helene P. Hughes, as Grantor, to The Money Man Corporation, as Trustee, in favor of The Money Brokers, Inc., as Beneficiary, dated 05/11/2010, recorded on 06/02/2010 AS DOCUMENT NO. 2010-006637, in the mortgage records of Klamath County, Oregon. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Ronald E. Watkins, Trustee for the Watkins Family Trust, as to an undivided 46.66000000% interest; Ronald E. Watkins, Trustee for the Megan Watkins Trust, as to an undivided 26.67000000% interest; and Gary Talbert and Claudean Talbert, husband and wife, as joint tenants, as to undivided 26.67000000% interest. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit: Lot 839, Tract No. 1409, running Y Resort Phase 11, according to the Official Plat thereof on file in the Office of the Clerk of Klamath County, Oregon. Account No.: R888957 The street address or other common designation, if any, of the real property described above is purported to be: **6439 Coopers Hawk Road, Klamath Falls, OR 97601** The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said 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: Principal balance of \$750,000.00 with interest thereon at the rate of 13.000% per annum from 11/01/2011, together with any late charge(s), delinquent taxes, insurance premiums, impounds and advances; senior liens and encumbrances which are delinquent or become delinquent together with title expenses, costs, trustee's fees and attorney's fees and court costs, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein. ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and Deed of Trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following: Principal balance of \$750,000.00 with interest thereon at the rate of 13.000% per annum from 11/01/2011, together with any late charge(s), delinquent taxes, insurance premiums, impounds and advances; senior liens and encumbrances which are delinquent or become delinquent together with title expense, costs, trustee's fees and any attorney's fees and court costs, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein. The Note additionally secures Deed of Trust recorded on 06/01/2010 as Book 20100601 at Page 1324 in the Official Records of Sacramento County.

WHEREFORE, notice hereby is given that, First American

WHEREFORE, notice hereby is given that, First American Title Insurance Company c/o Mortgage Lender Services, Inc., 81 Blue Ravine Rd, Ste 100, Folsom CA 95630, the undersigned trustee will, on **07/30/2012, at the hour of 11:00 AM** in accord with the standard of time established by O.R.S. 187.110, **On the front steps of the Circuit Court, 316 Main Street, Klamath Falls, OR**, sell at public auction to the highest bidder for cash, the interest in the said described real property which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including reasonable charge by the trustee. Notice is further given that any person named in O.R.S. 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 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.

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 person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. **For Trustee Sale Information please call (925) 603-7342.** Dated: 3-16-12 First American Title Insurance Company, Trustee By: Mortgage Lender Services, Inc., Agent Lauren Meyer, Sr. Trustee Sale Officer Direct Inquiries To: Ronald E. Watkins, Trustee for the Watkins Family Trust; Ronald E. Watkins, Trustee for the Megan Watkins Trust; Gary Talbert & Claudean Talbert c/o The Money Brokers, Inc., 2371 El Camino Avenue, Sacramento, CA 95821 (800) 479-4444 Mortgage Lender Services, Inc. may be a debt collector attempting to collect a debt. Any information obtained will be used for that purpose. (RSVP# 288789, 06/05/12, 06/12/12, 06/19/12, 06/26/12). #14332 June 05, 12, 19, 26, 2012.

## **TRUSTEE'S NOTICE OF SALE**

Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq.

Trustee No.: fc28044-5 Loan No.: N5081BW Title No.: 5821654

Original Beneficiary: THE MONEY BROKERS, INC.  
2371 El Camino Avenue, Sacramento, CA 95821

Current Beneficiary: Ronald E. Watkins, Trustee for the Watkins Family Trust; Ronald E. Watkins, Trustee for the Megan Watkins Trust; Gary Talbert & Claudean Talbert c/o The Money Brokers, Inc., 2371 El Camino Avenue, Sacramento, CA 95821

Original Grantor: WILLIAM J. HUGHES JR. AND HELENE P. HUGHES  
6439 COOPERS HAWK ROAD, KLAMATH FALLS, OR 97601

Current Grantor: WILLIAM J. HUGHES JR. and HELENE P. HUGHES  
1065 43RD STREET, SACRAMENTO, CA 95819

Original Trustee: THE MONEY MAN CORPORATION  
2371 El Camino Avenue, Sacramento, CA 95821

Current Trustee: First American Title Insurance Company  
c/o Mortgage Lender Services, Inc.  
81 Blue Ravine Rd, Ste 100, Folsom CA 95630

Reference is made to that certain Trust Deed made by WILLIAM J. HUGHES JR. AND HELENE P. HUGHES, as Grantor, to THE MONEY MAN CORPORATION, as Trustee, in favor of THE MONEY BROKERS, INC., as Beneficiary, dated 05/11/2010, recorded on 06/02/2010 AS DOCUMENT NO. 2010-006637, in the mortgage records of Klamath County, Oregon. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by RONALD E. WATKINS, TRUSTEE FOR THE WATKINS FAMILY TRUST, AS TO AN UNDIVIDED 46.66000000% INTEREST; RONALD E. WATKINS, TRUSTEE FOR THE MEGAN WATKINS TRUST, AS TO AN UNDIVIDED 26.67000000% INTEREST; AND GARY TALBERT AND CLAUDEAN TALBERT, HUSBAND AND WIFE, AS JOINT TENANTS, AS TO AN UNDIVIDED 26.67000000% INTEREST.

Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

LOT 839, TRACT NO. 1409, RUNNING Y RESORT PHASE 11, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

ACCOUNT NO.: R888957

The street address or other common designation, if any, of the real property described above is purported to be: 6439 COOPERS HAWK ROAD, KLAMATH FALLS, OR 97601

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said 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: Principal balance of \$750,000.00 with interest thereon at the rate of 13.000% per annum from 11/01/2011, together with any late charge(s), delinquent taxes, insurance premiums, impounds and advances; senior liens and encumbrances which are delinquent or become delinquent together with title expense, costs, trustee's fees and any attorney's' fees and court costs, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and Deed of Trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following:

Principal balance of \$750,000.00 with interest thereon at the rate of 13.000% per annum from 11/01/2011, together with any late charge(s), delinquent taxes, insurance premiums, impounds and advances; senior liens and encumbrances which are delinquent or become delinquent together with title expense, costs, trustee's fees and any attorney's' fees and court costs, and any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein.

THE NOTE ADDITIONALLY SECURES DEED OF TRUST RECORDED ON 06/01/2010 AS BOOK 20100601 AT PAGE 1324 IN THE OFFICIAL RECORDS OF SACRAMENTO COUNTY.

WHEREFORE, notice hereby is given that, First American Title Insurance Company c/o Mortgage Lender Services, Inc., 81 Blue Ravine Rd, Ste 100, Folsom CA 95630, the undersigned trustee will, on **07/30/2012, at the hour of 11:00AM** in accord with the standard of time established by O.R.S. 187.110 , ON THE FRONT STEPS OF THE CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR, sell at public auction to the highest bidder for cash, the interest in the said described real property which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including reasonable charge by the trustee.

Notice is further given that any person named in O.R.S. 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 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.

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 person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any. **For Trustee Sale Information please call (925) 603-7342.**

Dated: 7-16-12

First American Title Insurance Company, Trustee

By: Mortgage Lender Services, Inc., Agent

  
Lauren Meyer, Sr. Trustee Sale Officer



DIRECT INQUIRIES TO: Ronald E. Watkins, Trustee for the Watkins Family Trust;  
Ronald E. Watkins, Trustee for the Megan Watkins Trust and Gary Talbert & Claudean  
Talbert c/o The Money Brokers, Inc., 2371 El Camino Avenue, Sacramento, CA 95821  
(800) 479-4444

**MORTGAGE LENDER SERVICES, INC. MAY BE A DEBT COLLECTOR ATTEMPTING  
TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE.**