WC89444

RECORDING COVER SHEET

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.

Mainath County, Olegon				

0012185720	120008251	0250256	

07/27/2012 03:16:47 PM

Fee: \$177.00

AFTER	RECORDING	RETURN TO):
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Shapiro & Sutherland, LLC 1499 SE Tech Center Place Suite 255 Vancouver, WA 98683 S&S File No. 10-105458

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Affidavit of Mailing/Trustee's Notice of Sale Affidavit of Service Affidavit of Publication Certificate of Non-Military Service & DOD Certificate Trustee's Affidavit of Compliance with ORS 86.737

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Harper, Michel & Rishanne 153363 Hackamore Lane, La Pine, OR 97739

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

JPMorgan Chase Bank, N.A. 7255 Baymeadows Way Jacksonville, Florida 32256

Kelly D. Sutherland, Successor Trustee 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683

ORS 93.030(5) – Amount		
\$	Other	
	**	
6) SATISFACTION of C	RDER or WARRA	NT 7) The amount of the monetary
ÓRS 205.125(1)(e)		obligation imposed by the order
CHECK ONE: FULL		or warrant. ORS 205.125(1)(c)
(If applicable) PARTIAL		
		\$
	n n n n n n n n n n n n n n n n n n n	namelate the following statement in accordance with
8) If this instrument is	peing Re-Recorded,	, complete the following statement, in accordance with
ORS 205.244: "RERE	COKDED AT THE	PREVIOUSLY RECORDED IN BOOK ANI
CORRECTORAGE		PREVIOUSLY RECORDED IN BOOKAN
PAGE , OR AS F	EE NUMBER	•

AFTER RECORDING RETURN TO: Shapiro & Sutherland, LLC 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 10-105458

OREGON AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, Kelly D. Sutherland, say and certify that:

I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or the successor in interest named in the Trust Deed described in the attached Notice of Sale.

I have given notice of sale of the real property described in the attached Notice of Sale by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

The Wagon Trail Ranch Property Owners Association 152900 Hackamore Lane La Pine, OR 97739

The Wagon Trail Ranch Property Owners Association R/A Mike Porter 152900 Hackamore Lane La Pine, OR 97739

Rishanne A. Harper P.O. Box 246 La Pine, OR 97739 Michel A. Harper 153363 Hackamore Lane La Pine, OR 97739

Michel A. Harper P.O. Box 246 La Pine, OR 97739

Rishanne A. Harper 153363 Hackamore Lane La Pine, OR 97739

The persons mailed to include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or whose interest the trustee or the beneficiary has actual notice and any person 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 Kelly D. Sutherland, Shapiro & Sutherland, LLC, the trustee named in said notice; each copy was mailed in a sealed envelope, with postage prepaid, and was deposited in the United States post office at Vancouver, Washington, on April 12, 2012. Each notice was mailed after the date that the Notice of Default and Election to Sell described in said Notice of Sale was recorded which was at least 120 days before the day of the trustee sale.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

	Me	
		Kelly D. Sutherland
tate of Washington)	

St County of Clark

___, in the year 2012, before me the undersigned, a Notary Public On this day of _ in and for said County and State, personally appeared Kelly D. Sutherland personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal

My Commission Expires: 319-2018

COMMISSION EXPIRES MARCH 19, 2015

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Michel A. Harper and, Rishanne A. Harper, as tenants by the entirety, whose address is 153363 Hackamore Lane, La Pine, OR 97739 as grantor to First American Title Ins. Co., as Trustee, in favor of Washington Mutual Bank, FA, as Beneficiary, dated March 29, 2006, recorded April 4, 2006, in the mortgage records of Klamath County, Oergopn, as Recorder's Fee No. M06-06479, beneficial interest now held by JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA as covering the following described real property:

Lot 5 Block 3, Wagon Trail Acreages Number One, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

COMMONLY KNOWN AS: 153363 Hackamore Lane, La Pine, OR 97739

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:

Monthly payments in the sum of \$1,402.97, from September 1, 2010, and monthly payments in the sum of \$1,429.14, from January 1, 2012, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

\$196,627.18, together with interest thereon at the rate of 6.25% per annum from August 1, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on August 15, 2012, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, 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 said described real property which the grantor has or had power to convey at the time of the execution of 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 expenses of sale, including a reasonable charge by the trustee. Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the 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.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

NOTICE TO RESIDENTIAL TENANTS

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

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

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

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

THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR

AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE the Oregon State Bar and ask for the lawyer referral service 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 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 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: http://www.osbar.org

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

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally lightle for the debt.

Dated: 4/10/20/2

KELLY D. SUTHERLAND

Successor Trustee

SAPIRO & SUTHERLAND, LLC 1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

www.shapiroattorneys.com/wa Telephone: (360) 260-2253

Toll-free: 1-800-970-5647

S&S 10-105458

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

10105458 / HARPER ASAP# 4229029

SHAPOR

AFFIDAVIT OF POSTING

STATE OF OREGON County of Deschutes

SS.

I, Robert Donahou, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale and Notice to Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

153363 Hackamore Lane La Pine, OR 97739

As follows:

On 04/15/2012 at 10:46 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 04/18/2012 at 6:16 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

On 04/21/2012 at 1:15 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME this 27 day of 2017

by Robert Donahou.

Notary Public for Oregon

Robert Donahou
Nationwide Process Service, Inc.
300 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636

OFFICIAL SEAL
JENNIFER MAXINE HELIKSON
NOTARY PUBLIC-OREGON
COMMISSION NO. 460939
MY COMMISSION EXPIRES AUGUST 14, 2015



SHAPOR

AFFIDAVIT OF MAILING

STATE OF OREGON County of Multnomah

SS.

I, Lisa Paolo, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On April 25, 2012,I mailed a copy of the Trustee's Notice of Sale and Notice to Tenants, by First Class Mail, postage pre—paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT 153363 Hackamore Lane La Pine, OR 97739

This mailing completes service upon an occupant at the above address with an effective date of **04/15/2012** as calculated pursuant to ORS 86.750 (1)(c).

I declare under the penalty of perjury that the above statement is thue and correct.

20 12

SUBSCRIBED AND SWORN BEFORE ME

OFFICIAL SEAL
PATRICK N HUGHES
NOTARY PUBLIC-OREGON
COMMISSION NO. 462063
MY COMMISSION EXPIRES SEPTEMBER 21, 2015

this 3 day of May

by Lisa Paolo.

Notary Public for Oregon

Lisa Paolo

Nationwide Process Service, Inc.

300 Century Tower

1201 SW 12th Avenue

Portland, OR 97205

(503) 241–0636

Marcon (1970)

288899

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Michel A. Harper and, Rishanne A. Harper, as tenants by the entirety, whose address is 153363 Hackamore Lane, La Pine, OR 97739 as grantor to First American Title Ins. Co., as Trustee, in favor of Washington Mutual Bank, FA, as Beneficiary, dated March 29, 2006, recorded April 4, 2006, in the mortgage records of Klamath County, Oergopn, as Recorder's Fee No. M06-06479, beneficial interest now held by JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA as covering the following described real property:

Lot 5 Block 3, Wagon Trail Acreages Number One, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

COMMONLY KNOWN AS: 153363 Hackamore Lane, La Pine, OR 97739

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:

Monthly payments in the sum of \$1,402.97, from September 1, 2010, and monthly payments in the sum of \$1,429.14, from January 1, 2012, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

\$196,627.18, together with interest thereon at the rate of 6.25% per annum from August 1, 2010, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on August 15, 2012, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, 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 said described real property which the grantor has or had power to convey at the time of the execution of 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 expenses of sale, including a reasonable charge by the trustee. Notice is further given to any person named in ORS 86.753 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations 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 fees and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the 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.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property.

NOTICE TO RESIDENTIAL TENANTS

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

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

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

THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR

AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

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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 the Oregon State Bar and ask for the lawyer referral service 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 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 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: http://www.osbar.org

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

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally ligible for the debt.

Dated: 4/10/26/2

KELLY D. SUTHERLAND

Successor Trustee

SAAPIRO & SUTHERLAND, LLC 1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683 www.shapiroattorneys.com/wa

Telephone: (360) 260-2253 Toll-free: 1-800-970-5647

S&S 10-105458

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale

Affidavit of Publication

STATE OF OREGON, COUNTY OF KLAMATH

I, Heidi Wright, Publisher, being first duly sworn, depose and say that I am 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 # 14182
Trustee's Notice of Sale
Harper
a printed copy of which is hereto annexed,
was published in the entire issue of said
newspaper for: (4)
Four
Insertion(s) in the following issues:
May 03, 10, 17, 24, 2012
Total Cost: \$1,090.94
7/12/1
S. L. Silver L.
Subscribed and sworn by Heidi Wright
before me on: May 24, 2012

TRUSTEE'S NOTICE OF SALE

default has occurred under the terms of a trust deed made by Michel A. Harper and, Rishanne A. Harper, as tenants by the entirety, as grantor to First American Title Ins. Co., as Justee, in favor of Washington Mutual Bank, FA, as Beneficiary, dated March 29, 2696, recorded April 4, 2006, in the fight gage records of Klamath County, Oregon, as Recorder's 19. No. M06-06479, beneficial interest now held by JPMorgan Chase Bank, National Association, successor in interest purchase from the Federal Deposit Insurance Corporation, as Recorder for Washington Mutual Bank, formenty flowing described real property. Lot 5 Block 3, Wagon Trail Acreages Number One, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, 19. Let Pine, OR 97735.

the Ln Pine, OR 97733.

The Ln Pine, OR 97733.

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by reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to \$1.50 per annum from August 1, 2010, together with all sosts, disbursements, and/or fees incurred or paid by the setons.

WHEREFORE, notice hereby is given that the undersigned freatee will on August 15, 2012, at the hour of 10:00 AM PT, 47 accord with the standard time established by ORS NT 110, at the main entrance of the Klamath County Court-Tours, located at 316 Main Street, 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 said described real property which the grantor has or had power to convey at the time of the execution of said trust deed, to gether with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfie the foregoing obligations thereby secured and the costs with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfie to satisfie the foregoing obligations of said trust deed, to satisfie the foregoing obligations and the costs of the said trust deed, including a resonable charge by the fluster. Nestoe is turner given to any person name in ORS that the right exists, at any time that is not later than the days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reindigated by paying to the beneficiary of the entire amount 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 hensin that is capable of being cured by tenting the performance required under the obligations or tendering the performance required under the obligations or tendering the performance required under the obligations or tendering the performance accusing incurred in enforcing the obligation and trust deed, together with trustee's fees and attorneys fees not exceeding the amounts provided by said ORS 5.753.

My commission expires on May 15, 2016

Notary Public of Oregon

In construing this notice, the mesculine gender includes the Deminine and the neuter, the singular includes the plural, the nions "grantor" includes any successor in interest to the Definition as well as any other person owing an obligation, the Definition as well as any other person owing an obligation, the Definition of the Interest of the Definition of the Property and "beneficiary" include their respective successors in interest, if any. Also, please be advised that himsuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections with property is in default. This shall serve as notice that the beneficiary shall be conducting property inspections on the said referenced property. The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be construed to the debt, and any information obtained by the party through bankruptery proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness of held you personally fiable for the debt.

Deted: 04-10-2012

By: /s/: Kelly D. Sutherland

KELLY B. SUTHERLAND, LLC

3439 SE Tech Center Place, Suite 255,

Vanouver, WA 9833, www.shapiroattomevs.com/wa 1slephone: (360) 269-2253, Tol-free: 1-809-970-5647

38.5 10-105458

\$\$14182 May 03, 10, 17, 24, 2012.

#14182 May 03, 10, 17, 24, 2012.



AFTER RECORDING RETURN TO: Shapiro & Sutherland, LLC

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

Telephone: (360) 260-2253

10-105458

CERTIFICATE OF NON-MILITARY SERVICE

STATE OF	WASHING	GTON_)	
)	SS
County of _	CLARK)	

THIS IS TO CERTIFY THAT I, Kelly D. Sutherland, am the Successor Trustee of that certain trust deed serviced by JPMorgan Chase Bank, National Association, successor in interest by purchase from the Federal Deposit Insurance Corporation, as Receiver for Washington Mutual Bank, formerly known as Washington Mutual Bank, FA, the current beneficiary, in which Michel A. Harper and, Rishanne A. Harper, as tenants by the entirety, as grantor, conveyed to First American Title Ins. Co., as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated March 29, 2006, and recorded April 4, 2006, in the mortgage records of said county, as M06-06479; thereafter a Notice of Default with respect to said trust deed was recorded April 6, 2012, as Recorder's Fee No. 2012-003614, of said mortgage records; thereafter the said trust deed was duly foreclosed by advertisement and sale and the real property covered by said trust deed is scheduled to be sold at the trustee's sale on August 15, 2012. I reasonably believe at no time during the period of three months and one day immediately preceding the day of said sale and including the day thereof, was the real property described in and covered by said trust deed, or any interest therein, owned by a person in the military service as defined in Article I of the "Soldiers' and Sailor's Civil Relief Act of 1940," as amended, as evidenced by the attached Department of Defense certificate(s), or legally incompetent under the laws of the State of Oregon.

In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary named in said trust deed.

Kelly D. Sutherland Successor Trustee

STATE OF WASHINGTON)) SS.	
COUNTY OF CLARK)	
SUBSCRIBED AND SWORN to by Kelly D. Sutherland, Successor Notary Public for Washington My commission expires		day of My, 20/2, KARREY L. KOMP NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES MARCH 19, 2015



Last Name: <u>HARPER</u> First Name: <u>MICHEL</u> Active Duty Status As Of: <u>Jul-24-2012</u>

Active Duty Start Date	Active Duty End Date	Status	Service Component		
	On Active Duty On	Active Duty Status Date	Market and a second second		
NA NO NA					
This response reflects the individuals' active duty status based on the Active Duty Status Date					

	Left Active Duty Within 367 Da	ys of Active Duty Status Date	in a subject to	
Active Duty Start Date	Active Duty End Date	Status	Service Component	
NA	NA NA	No	NA	
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date				

Walter Andrews	The Member or His/Her Unit Was Notified	of a Future Call-Up to Active	Duty on Active Duty Status Date	Section of the sectio
Order Notification Start Date	Order Notification End Date		Status	Service Component
NA	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. Snevely-Krifon

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

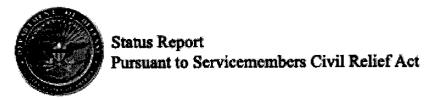
Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. 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: 2S9I0MCOHP



Last Name: HARPER First Name: RISHANNE

Active Duty Status As Of: Jul-24-2012

Active Duty Start Date	Active Duty End Date	Status	Service Component	
	On Active	Duty On Active Duty Status Date	2200	
NA	NA NA	No	NA NA	
This response reflects the individuals' active duty status based on the Active Duty Status Date				

	Left Active Duty Within 36	7 Days of Active Duty Status Date	Sept.	California de la companya de la comp	
Active Duty Start Date	Active Duty End Date	Status		Service Companen	t
NA	NA NA	No	71. 15.	NA 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 Futu	ure Call-Up to Active Duty on Active Duty Status Date		
Order Notification Start D	ate Order Notification End Date	Status	Service Component	
NA NA	NA NA	No	NA 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. Lowely-Delo

4800 Mark Center Drive, Suite 04E25

Arlington, VA 22350

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Report ID: EOVBQRJARP

AFTER RECORDING RETURN TO: Shapiro & Sutherland, LLC 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 10-105458

TRUSTEE'S AFFIDAVIT AS TO COMPLIANCE TO ORS 86.737

State of Washington)
)
County of Clark)

I, Kelly D. Sutherland, being first duly sworn, depose, say and certify that:

I am the Successor trustee in that certain trust deed executed and delivered by Michel A. Harper and, Rishanne A. Harper, as tenants by the entirety as grantor, to First American Title Ins. Co. as trustee, in which Washington Mutual Bank, FA is beneficiary, recorded on April 4, 2006, in the mortgage records of Klamath County, Oregon, as M06-06479, covering the following described real property situated in said county:

Lot 5 Block 3, Wagon Trail Acreages Number One, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

Commonly known as: 153363 Hackamore Lane, La Pine, OR 97739

I hereby certify that on April 9, 2012, the attached notice of risk of loss was furnished by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons:

Michel A. Harper 153363 Hackamore Lane La Pine, OR 97739

Michel A, Harper P.O. Box 246 La Pine, OR 97739

Occupant(s) 153363 Hackamore Lane La Pine, OR 97739 Rishanne A. Harper 153363 Hackamore Lane La Pine, OR 97739

Rishanne A. Harper P.O. Box 246 La Pine, OR 97739

The word "trustee' as used in this affidavit means any successor-trustee to the trustee named in the trust deed first mentioned above.

Kelly D. Sutherland

State of Washington) County of Clark) On this day of day of day, in the year 2012, before me the und said County and State, personally appeared Kelly D. Sutherland per whose name is subscribed to this instrument and acknowledged that	sonally known to me to be the person
My Commission Expires 319-2015 NOTA STATE COMM	REY L. KOMP ARY PUBLIC OF WASHINGTON SSION EXPIRES RCH 19, 2015

• . •

NOTICE:

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

This notice is about your mortgage loan on your property at 153363 Hackamore Lane, La Pine, OR 97739

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 April 9, 2012 was \$32,627.30. 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 this office at (360) 260-2253, or toll-free 1-800-970-5647, extension 7278, 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:

Shapiro & Sutherland, LLC 1499 SE Tech Center Place, Suite 255 Vancouver, WA 98683 Our File #: 10-105458

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

August 15, 2012, at the hour of 10:00 AM PT, at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of 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 the Loss Mitigation department of JPMorgan Chase Bank, N.A. at 866-550-5705 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 1-800-SAFENET (1-800-723-3638). 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 1-800-452-7636 or you may visit its website at: 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: April 9, 2012

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature////

Trustee telephone number: (360) 260-2253 or 1-800-970-5647