

MTC 92639

2012-009121

Klamath County, Oregon



00122934201200091210230232

08/17/2012 03:12:58 PM

Fee: \$167.00

**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.

**AFTER RECORDING RETURN TO:**

Shapiro & Sutherland, LLC

1499 SE Tech Center Place

Suite 255

Vancouver, WA 98683

S&S File No. 12-108748

**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**

Erlar, Michael C. and Shirley W.  
21723 Gray Wolf Lane, Sprague River, OR 97639

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

HSBC Bank USA N.A.  
2929 Walden Avenue  
Depew, New York 14043

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

**4) TRUE AND ACTUAL CONSIDERATION | 5) SEND TAX STATEMENTS TO:**

ORS 93.030(5) - Amount in dollars or other

\$ \_\_\_\_\_ Other \_\_\_\_\_

**6) SATISFACTION of ORDER or WARRANT | 7) The amount of the monetary**  
ORS 205.125(1)(e) | **obligation imposed by the order**  
CHECK ONE: FULL | **or warrant. ORS 205.125(1)(c)**  
(If applicable) PARTIAL |  
\_\_\_\_\_ | \$ \_\_\_\_\_

**8) 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 \_\_\_\_\_."**

SMK 147

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
1499 SE Tech Center Place, Suite 255  
Vancouver, WA 98683  
12-108748

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:

Klamath Falls Forest Estates  
Homeowners Association, Inc.  
31423 Sailfish Ln  
Bonanza, OR 97623

Klamath Falls Forest Estates  
Homeowners Association, Inc.  
R/A Cynthia Oclett  
31423 Sailfish Ln  
Bonanza, OR 97623

Klamath Falls Forest Estates  
Homeowners Association, Inc.  
P.O. Box 56  
Bonanza, OR 97623

Klamath Falls Forest Estates,  
Unit 4, Road Maintenance Association  
R/A Sherry Booth  
13047 Cardinal Drive  
Bonanza, OR 97623

Wells Fargo Bank, N.A.  
C/O Equity Loan Services, Inc.  
1100 Superior Avenue, Suite 200  
Cleveland, OH 44114

Klamath Falls Forest Estates,  
Unit 4, Road Maintenance Association  
P.O. Box 520  
Bonanza, OR 97623

Wells Fargo Bank, N.A.  
11601 N. Black Canyon Hwy  
Phoenix, AZ 85029

Wells Fargo Bank, N.A.  
101 North Phillips Avenue  
Sioux Falls, SD 57104

Wells Fargo Bank, N.A.  
MAC B6955-013  
P.O. Box 31557  
Billings, MT 59107

Michael Erler  
21723 Gray Wolf Lane  
Sprague River, OR 97639

Shirley Erler  
21723 Gray Wolf Lane  
Sprague River, OR 97639

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 27, 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.

  
Kelly D. Sutherland

State of Washington )

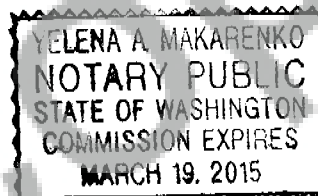
County of Clark )

On this 16<sup>th</sup> day of August, in the year 2012, before me the undersigned, a Notary Public 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

  
Notary Public

My Commission Expires: 3-19-15



## TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Michael C. Erler and Shirley W. Erler as tenants by the entirety, whose address is 21723 Gray Wolf Lane, Sprague River, OR 97639 as grantor to Tallman, Huder & Sorrentino, as Trustee, in favor of United General Mortgage Corporation, as Beneficiary, dated May 3, 2004, recorded May 4, 2004, in the mortgage records of Klamath County, Oregon, in Book Vol: M04, at Page 27333-42, beneficial interest having been assigned to HSBC Bank USA, N.A., as covering the following described real property:

Lot 9, Block 28, FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**COMMONLY KNOWN AS:** 21723 Gray Wolf Lane, Sprague River, OR 97639

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 \$694.74, from August 1, 2011, 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:

\$60,691.16, together with interest thereon at the rate of 6.25% per annum from July 1, 2011, 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 27, 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.

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#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for August 27, 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>

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 liable for the debt.

Dated: 4/24/2012

By:   
**KELLY D. SUTHERLAND**  
 Successor Trustee  
 SHAPIRO & SUTHERLAND, LLC  
 1499 SE Tech Center Place, Suite 255  
 Vancouver, WA 98683  
[www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa)  
 Telephone: (360) 260-2253  
 Toll-free: 1-800-970-5647  
 S&S 12-108748

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

**AFFIDAVIT OF POSTING**

STATE OF OREGON  
County of Klamath

ss.

I, Robert Bolenbaugh, 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 Residential 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**":

**21723 Gray Wolf Lane  
Sprague River, OR 97639**

As follows:

On 04/27/2012 at 8:41 AM, I attempted personal service at the Property Address. A locked gate exists at the entrance to the Property Address effectively preventing lawful access to the Property. At that time, I POSTED such true copy conspicuously and securely on the locked gate, pursuant to ORS 86.750 (1)(b)(A).

On 05/07/2012 at 4:43 PM, I returned to the Property Address. A locked gate continues to exist at the entrance to the Property Address effectively preventing lawful access to the Property. At that time, I POSTED such true copy conspicuously and securely on the locked gate, pursuant to ORS 86.750 (1)(b)(B).

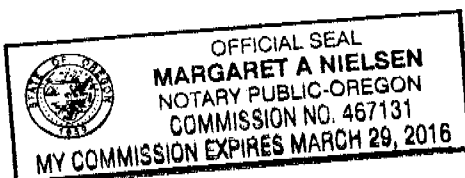
On 05/09/2012 at 4:32 PM, I returned to the Property Address. A locked gate continues to exist at the entrance to the Property Address effectively preventing lawful access to the Property. This attempt in person at the Property Address satisfies the third attempt requirement pursuant to ORS 86.750 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 15 day of May, 20 12  
by Robert Bolenbaugh.

*Margaret A. Nielsen*  
Notary Public for Oregon

X *[Signature]*  
Robert Bolenbaugh  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*287268\*



12108748 / ERLER  
ASAP# 4237725

SHAPOR

**AFFIDAVIT OF MAILING**

STATE OF OREGON

County of Multnomah

ss.

I, Tracy Bevilacqua, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On May 10, 2012, I mailed a copy of the Trustee's Notice of Sale and Notice to Residential 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**  
**21723 Gray Wolf Lane**  
**Sprague River, OR 97639**

This mailing completes service upon an occupant at the above address with an effective date of 04/27/2012 as calculated pursuant to ORS 86.750 (1)(c).

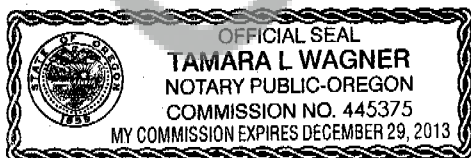
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 18<sup>th</sup> day of May, 20 12  
by Tracy Bevilacqua.

*Tamara Louise Wagner*  
Notary Public for Oregon

X

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



\*287268\*

## TRUSTEE'S NOTICE OF SALE

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**COMMONLY KNOWN AS:** 21723 Gray Wolf Lane, Sprague River, OR 97639

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 \$694.74, from August 1, 2011, 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:

\$60,691.16, together with interest thereon at the rate of 6.25% per annum from July 1, 2011, 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 27, 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

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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.

\*\*\*\*\*

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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.

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- 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.

KDB  
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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- You do not owe rent;

- KOB
- 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>

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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 liable for the debt.

Dated: 4/24/2012

By: [Signature]

**KELLY D. SUTHERLAND**

Successor Trustee

SHAPIRO & SUTHERLAND, LLC

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

[www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa)

Telephone: (360) 260-2253

Toll-free: 1-800-970-5647

S&S 12-108748

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, 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#14274 SALE ERLER

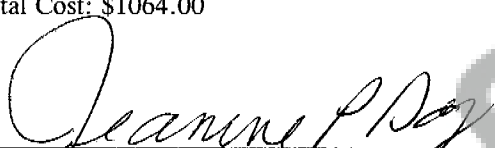
#12-108748

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

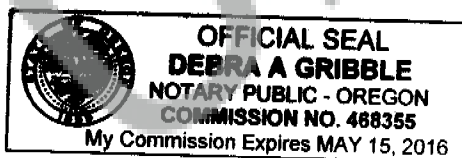
Insertion(s) in the following issues:

06/06/2012 06/13/2012 06/20/2012 06/27/2012

Total Cost: \$1064.00

  
Subscribed and sworn by Jeanine P Day before me on:  
27th day of June in the year of 2012

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



**TRUSTEE'S NOTICE OF SALE**

A default has occurred under the terms of a trust deed made by Michael C. Erler and Shirley W. Erler as tenants by the entirety, as grantor to Tallman, Huder & Sorrentino, as Trustee, in favor of United General Mortgage Corporation, as Beneficiary, dated May 3, 2004, recorded May 4, 2004, in the mortgage records of Klamath County, Oregon, in Book Vol: M04, at Page 27333-42, beneficial interest having been assigned to HSBC Bank USA, N.A., as covering the following described real property: Lot 9, Block 28, FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, COMMONLY KNOWN AS: 21723 Gray Wolf Lane, Sprague River, OR 97639.

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 \$694.74, from August 1, 2011, 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: \$60,691.16, together with interest thereon at the rate of 6.25% per annum from August 1, 2011, 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 27, 2012, at the hour of 10:00 AM PT, in accordance 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. 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 liable for the debt.

Dated: 04-26-2012

By: /s/ Kelly D. Sutherland

KELLY D. SUTHERLAND, Successor Trustee

SHAPIRO & SUTHERLAND, LLC

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

[www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa)

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

S&S 12-108748

#14274 June 06, 13, 20, 27, 2012.




AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
1499 SE Tech Center Place, Suite 255  
Vancouver, WA 98683  
Telephone: (360) 260-2253  
12-108748

## CERTIFICATE OF NON-MILITARY SERVICE

STATE OF WASHINGTON                    )  
  ) SS.  
County of CLARK                                )

THIS IS TO CERTIFY THAT I, Kelly D. Sutherland, am the Successor Trustee of that certain trust deed serviced by HSBC Bank USA, N.A., the current beneficiary, in which Michael C. Erler and Shirley W. Erler as tenants by the entirety, as grantor, conveyed to Tallman, Huder & Sorrentino, as trustee, certain real property in Klamath County, Oregon; which said trust deed was dated May 3, 2004, and recorded May 4, 2004, in the mortgage records of said county, in Book No. Vol: M04, at Page 27333-42, thereafter a Notice of Default with respect to said trust deed was recorded April 24, 2012, in Book No. 2012, at Page No. 004242, 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 27, 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.

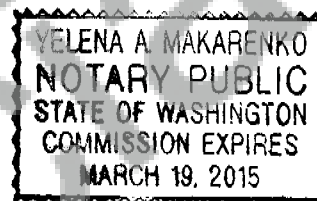
In construing this certificate, the masculine includes the feminine, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, the word "trustee" includes any successor trustee, and the word "beneficiary" includes any successor in interest to the beneficiary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

  
\_\_\_\_\_  
Kelly D. Sutherland  
Successor Trustee

STATE OF WASHINGTON       )  
  ) SS.  
COUNTY OF CLARK       )

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day of August, 2012,  
by Kelly D. Sutherland, Successor Trustee.

Yelena A. Makarenko  
Notary Public for Washington  
My commission expires 3-19-15



Unofficial Copy

**Status Report**  
**Pursuant to Servicemembers Civil Relief Act**Last Name: ERLERFirst Name: MICHAEL

Middle Name:

Active Duty Status As Of: Aug-16-2012

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

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

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

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

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

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenseink.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/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: GN2QEMJLTS

**Status Report  
Pursuant to Servicemembers Civil Relief Act**Last Name: ERLERFirst Name: SHIRLEY

Middle Name:

Active Duty Status As Of: Aug-16-2012

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

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

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

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

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

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

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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/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Certificate ID: J270NHSJ7R



AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
1499 SE Tech Center Place, Suite 255  
Vancouver, WA 98683  
12-108748

**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 Michael C. Erler and Shirley W. Erler as tenants by the entirety as grantor, to Tallman, Huder & Sorrentino as trustee, in which United General Mortgage Corporation is beneficiary, recorded on May 4, 2004, in the mortgage records of Klamath County, Oregon, in Vol: M04, at Page 27333-42, as , covering the following described real property situated in said county:

Lot 9, Block 28, FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Commonly known as: 21723 Gray Wolf Lane, Sprague River, OR 97639

I hereby certify that on April 24, 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:

Michael Erler  
21723 Gray Wolf Lane  
Sprague River, OR 97639

Shirley Erler  
21723 Gray Wolf Lane  
Sprague River, OR 97639

Occupant(s)  
21723 Gray Wolf Lane  
Sprague River, OR 97639

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

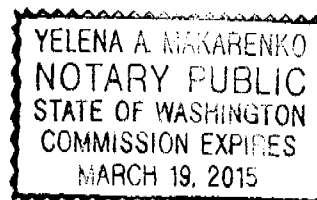
  
\_\_\_\_\_  
Kelly D. Sutherland

State of Washington           )  
  )  
County of Clark                )

On this 6<sup>th</sup> day of August, in the year 2012, before me the undersigned, a Notary Public 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

Yelena A. Makarenko  
Notary Public  
My Commission Expires 3-19-15



**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 21723 Gray Wolf Lane, Sprague River, OR 97639

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 24, 2012 was \$7,475.10. 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 #: 12-108748

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

August 27, 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:

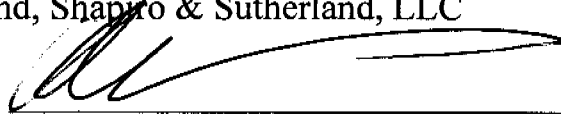
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call the Loss Mitigation department of HSBC Bank USA N.A. at 716-651-2742 to find out if your lender is willing 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](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

**WARNING:** You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: April 24, 2012

Kelly D. Sutherland, Shapiro & Sutherland, LLC

Trustee signature: 

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