

WTC 92797

2012-010238

Klamath County, Oregon



00124328201200102380220224

09/17/2012 11:26:59 AM

Fee: \$152.00

**RECORDING COVER SHEET (Please Print or Type)**

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

COUNTY RECORDING  
OFFICE

**AFTER RECORDING RETURN TO:**

Cal-Western Reconveyance Corp  
525 East Main St  
El Cajon, CA 92020  
TS# 1355013

**TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a): AFFIDAVIT OF MAILING NOTICE OF SALE; AFFIDAVIT OF SERVICE; AFFIDAVIT OF MAILINGS; AND AFFIDAVIT OF PUBLICATION.**

**Trustor:** Robert Perla; 36850 Hwy 62, Chiloquin, OR 97624

**Original Beneficiary:**

Edgewater Lending Group Inc.;  
15350 S.W. Sequoia Parkway,  
Portland, OR 97224

**Original Trustee:** First American Title

**Current trustee:**

Cal-Western Reconveyance Corp  
525 East Main St  
El Cajon, CA 92020

**Current Beneficiary:**

PNC Bank, National Association, successor by merger to National City Bank, successor by merger to National City Bank of Indiana;  
3232 Newmark Dr.,  
Miamiburg, OH 45342

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

- 1.)DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160
- 2.)INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

**Affidavit of Mailing Notice of Sale:**

1. Joseph L. Collins Jr.; 4241 Ponderosa Ave, Suite G, San Diego CA 92123
2. Robert Perla; 36850 Hwy 62, Chiloquin, OR 97624

**Affidavit of Service:**

1. Robert W. Bolenbaugh; P.O. Box 80815, Portland OR 97280
2. Robert Perla; 36850 Hwy 62, Chiloquin, OR 97624

**Affidavit of Publication:**

1. Herald and News; 2701 Foothills Blvd., Klamath Falls, OR 97603
2. Robert Perla; 36850 Hwy 62, Chiloquin, OR 97624

167944

WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation  
P.O. Box 22004  
525 East Main Street  
El Cajon, CA 92022-9004

T.S. NO.: 1355013-09  
LOAN NO.: 0003903063

## AFFIDAVIT OF MAILING NOTICE OF SALE

STATE OF CALIFORNIA } SS  
COUNTY OF SAN DIEGO }

I, Joseph L Collins Jr being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of California, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached Notice of Sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached Notice of Sale by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit:

### SEE ATTACHED

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

Each of the notices so mailed was certified to be a true copy of the original notice of sale by Crystal Land, for CAL-WESTERN RECONVEYANCE CORPORATION, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in San Diego County, California, on July 13, 2012. Each of said notices was mailed after the Notice of Default and Election to Sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale. The additional notice required under HB3630 was mailed to grantors on or before the date the notice of sale was served or mailed via first class and certified mail with return receipt requested.

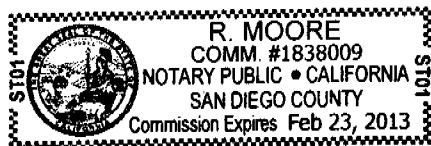
Joseph L Collins Jr  
Affiant

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

JUL 16 2012

SUBSCRIBED AND SWORN to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

[Signature]  
Notary Public



Pursuant to the requirements of the State of Oregon, we enclose a copy of a Notice of Trustee's Sale in an envelope certified, return receipt requested and with postage prepaid.

You will please observe that this copy of the Notice of Trustee's Sale is mailed within the statutory time period.

Thank you.

CAL-WESTERN RECONVEYANCE CORPORATION

Enclosure

ADROCCOR

Rev. 06/28/10

Cal-Western Reconveyance Corporation  
525 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-9004  
TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: [www.cwrc.com](http://www.cwrc.com)

Pursuant to the requirements of the State of Oregon, we enclose a copy of Notice of Trustee's Sale in an envelope certified, return receipt requested and with postage prepaid.

You will please observe that this copy of the Notice of Trustee's Sale is mailed within the statutory time limit. The amount due as to the loan for the property described in the Notice of Trustee's Sale is \$47,087.59 as of June 20, 2012.

This letter is an attempt to collect a debt and any information obtained from you will be used for that purpose.

Unless you notify us at the address on the attached notice within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, we will assume this debt is valid. If you notice that you dispute this debt, we will obtain a verification of the debt from the lender and mail you a copy.

If you make a request to us in writing within 30 days after receiving this notice, we will provide you with the name and address of the original creditor.

If you are in any branch of the U.S. Reserve Armed Forces and have been called to active duty, please forward a copy of your orders to our office.

Thank you.

CAL-WESTERN RECONVEYANCE CORPORATION

Enclosure

nosmtor

Rev. 06/28/10

Cal-Western Reconveyance Corporation  
525 East Main Street, El Cajon, California 92020 • P.O. Box 22004, El Cajon, California 92022-9004  
TEL: (619) 590-9200 • FAX: (619) 590-9299 • Website: [www.cwrc.com](http://www.cwrc.com)

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You will please observe that this copy of the Notice of Trustee's Sale is mailed within the statutory time period.

Thank you.

CAL-WESTERN RECONVEYANCE CORPORATION

Enclosure

**Financial Information Summary**

<b>Borrower</b>		<b>NCM Loan #</b>		
Mailing Address		Property For Sale?	Yes	No
City, State Zip		Listing Date / Price		
Home Phone		Realtor Name		
Work Phone		Realtor Phone		
# in Household _____	Rent   Own   How Long? _____	<b>Assets</b>	<b>Amount Owed</b>	<b>Value</b>
<b>Co-Borrower</b>		Home	\$	\$
Mailing Address		Other Real Estate	\$	\$
City, State Zip		Retirement Funds	\$	
Home Phone		Investments	\$	
Work Phone		Checking/Savings	\$	
# in Household _____	Rent   Own   How Long? _____	Automobile #1 Model _____ Year _____	\$	
		Automobile #2 Model _____ Year _____	\$	

**Monthly Income**

Name of Employer	Gross Monthly Wage	Borrower Pay Days							Co-Borrower Pay Days						
	\$	1	2	3	4	5	6	7	1	2	3	4	5	6	7
	\$	8	9	10	11	12	13	14	8	9	10	11	12	13	14
	\$	15	16	17	18	19	20	21	15	16	17	18	19	20	21
	\$	22	23	24	25	26	27	28	22	23	24	25	26	27	28
	\$	29	30	31	29	30	31								
<b>Additional Income- Description (Not Wages)</b>	<b>Monthly \$ Amount</b>	Notice: Alimony, child support or separate maintenance income need not be revealed if the Borrower or Co-Borrower does not choose to have it considered for approval of a loan workout.													
	\$	<b>Monthly Expenses</b>							<b>Monthly \$ Amount</b>						
	\$	Mortgage													
	\$	Second Mortgage													
	\$	Auto Payment(s) #													
<b>Description of Hardship</b>		Auto Insurance													
Please attach a letter or use the space provided on the back of this form.**		Auto Fuel/Repairs													
		Credit Card Payments													
		Installment Loan Payments													
		Child Support/Alimony													
I agree that the financial information provided is an accurate statement of my financial status. I understand and acknowledge that any action taken by the lender is in strict reliance on the financial information provided. My signature below grants the holder of my mortgage the authority to confirm the information that I have disclosed in this financial statement, to verify it is accurate by ordering a credit report, and to contact my realtor and/or credit counseling service representative (if applicable).		Day Care / Child Care / Tuition													
		Food													
		Utilities													
		Condominium Association Fee													
		Medical (not covered by insurance)													
		Other Property Payments													
		Telephone													
		Cable TV													
		Spending Money													
		Other Expenses													
Borrower's Signature (required)	Date	Other Expenses													
Co-Borrower's Signature	Date														

Please send a recent pay stub for each employer and bank statements for all checking and savings accounts.

If self employed, please send most recent tax return with schedules.

**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:**

36850 HWY 62

CHILOQUIN OR 97624

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 June 20, 2012 to bring your mortgage loan current was \$47,087.59. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call (877)626-2873 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

LOSS MITIGATION

ATTN: CENTRAL RECEIPTS- LOSS MIT-BLDG 7

3232 NEWMARK DRIVE

MIAMISBURG OH 45342

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

Date and time: November 13, 2012 1:00pm

Place: AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY  
COURTHOUSE 316 MAIN STREET

KLAMATH FALLS, Oregon

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call PNC MORTGAGE, A DIVISION OF PNC BANK at (877)626-2873 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **800-SAFENET (800-723-3638)**. You may also wish to talk to a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at

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

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://www.oregonlawhelp.org>**.

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

Dated: July 05, 2012

Trustee name: CAL-WESTERN RECONVEYANCE CORPORATION

Trustee signature: \_\_\_\_\_

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

Trustee Sale No.: 1355013-09



T.S. No: 1355013-09

## NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 13, 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 AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

OREGON STATE BAR  
16037 SW Upper Boones Ferry Road  
Tigard, Oregon 97224  
(503) 620-0222  
(800) 452-8260  
<http://www.osbar.org>

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

**TRUSTEE'S NOTICE OF SALE**I CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

T.S. No: 1355013-09

Reference is made to that certain deed made by  
ROBERT M PERLA as Grantor to  
FIRST AMERICAN TITLE, as Trustee, in favor of

BY

  
Crystal Land

EDGEWATER LENDING GROUP INC as Beneficiary,

dated March 07, 2005, recorded March 11, 2005, in official records of KLAMATH County, OREGON in  
book/reel/volume No. M05 at  
page No. 16490, fee/file/instrument/microfilm/reception No. XX covering the following described real  
property situated in the said County and State, to-wit:

GOVERNMENT LOT 5 IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE  
WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

Commonly known as:

36850 HWY 62 CHILOQUIN OR 97624

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations  
secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised  
Statutes: the default for which the foreclosure is made is the grantor's:

Failure to pay the monthly payment due August 1, 2011 of principal, interest and impounds and  
subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by  
beneficiary pursuant to the terms and conditions of said deed of trust.

Monthly payment \$3,779.65    Monthly Late Charge \$150.08

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust  
immediately due and payable, said sums being following, to-wit; The sum of \$445,188.88 together with  
interest thereon at the rate of 6.250% per annum, from July 01, 2011 until paid; plus all accrued late  
charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary  
pursuant to the terms and conditions of the said deed of trust.

**TRUSTEE'S NOTICE OF SALE**

T.S. No: 1355013-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on November 13, 2012 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at  
AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY COURTHOUSE  
316 MAIN STREET

City of KLAMATH FALLS, County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with the costs, trustee's fees and attorney's fees and by curing any other default complained of in the Notice of Default, at any time not later than five days before the date last set for sale.

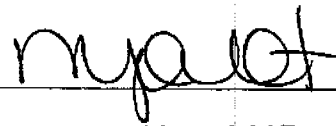
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" includes their respective successors in interest, if any.

Dated: July 05, 2012

CAL-WESTERN RECONVEYANCE CORPORATION  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: \_\_\_\_\_



Nicole Yost, A.V.P.

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: First Class

Type of Mailing: NOS MAILING

Affidavit Attachment: 1893129-01 000 07134984 CWR

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

11969002484019410687  
1

ROBERT M PERLA

2

36850 HWY 62

CHILOQUIN OR 97624

11969002484019410700  
2

ROBERT PERLA

2

36850 HWY 62

CHILOQUIN OR 97624

11969002484019410717  
3

ROBERT PERLA

2

1232 MEADOWBROOK ROAD

ALTADENA CA 91001

11969002484019410731  
4

Occupant(s) / Tenant(s)

1

36850 HWY 62

CHILOQUIN OR 97624

11969002484019410748  
5

PERLA DEVELOPMENT CO., INC.

3

36850 HWY 62

CHILOQUIN OR 97624

11969002484019410755  
6

PERLA DEVELOPMENT CO., INC.

3

1922 STRADELLA ROAD

LOS ANGELES CA 90077-2321

11969002484019410762  
7

ROBERT M. PERLA

2

1922 STRADELLA ROAD

LOS ANGELES CA 90077-2321

Sender: CalWestern Reconveyance  
525 E Main  
El Cajon CA 92020

Postal Class: Certified - Ret

Type of Mailing: NOS MAILING

Affidavit Attachment: 1893129-01 000 07134984 CWR

Postal Number Sequence Recipient Name

	Address Line 1/3	Address Line 2/4
71969002484017911638 1 ROBERT M PERLA	2 36850 HWY 62	CHILOQUIN OR 97624
71969002484017911645 2 ROBERT PERLA	2 36850 HWY 62	CHILOQUIN OR 97624
71969002484017911652 3 ROBERT PERLA	2 1232 MEADOWBROOK ROAD	ALTADENA CA 91001
71969002484017911669 4 Occupant(s) / Tenant(s)	1 36850 HWY 62	CHILOQUIN OR 97624
71969002484017911676 5 PERLA DEVELOPMENT CO., INC.	3 36850 HWY 62	CHILOQUIN OR 97624
71969002484017911683 6 PERLA DEVELOPMENT CO., INC.	3 1922 STRADELLA ROAD	LOS ANGELES CA 90077-2321
71969002484017911690 7 ROBERT M. PERLA	2 1922 STRADELLA ROAD	LOS ANGELES CA 90077-2321



Military Status Report  
Pursuant to the Service Members Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency
PERLA	ROBERT	Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.			

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

*Mary M. Snavelly-Dixon*

Mary M. Snavelly-Dixon, Director  
Department of Defense - Manpower Data Center  
1600 Wilson Blvd., Suite 400  
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense 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 Service Members 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 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 is on active duty, 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 "defense link.mil" URL: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>. If you have evidence the person is on active duty 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).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects **active duty status** including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days 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 TARs, Marine Corps ARs and Coast Guard 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) for a period of more than 30 consecutive days.

#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of person on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

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 SCRA extend beyond the last dates of active duty.

Those who would 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 name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided.

Report ID: 217FFLBDFQ

Klamath County, Oregon  
EDGEWATER LENDING GROUP INC, beneficiary  
ROBERT M PERLA, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1355013-09  
REF # 414442

AFFIDAVIT OF SERVICE

I hereby certify that I am a competent person 18 years of age or older and meet the requirements in the state of service, am not the beneficiary of the trustee named in the original trustee's Notice of Sale, nor the successor of either, nor an officer, director, employee of or attorney for the beneficiary or trustee, or successor of either, corporate or otherwise.

I made service with true copy(s) of the

**TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL TENANTS**

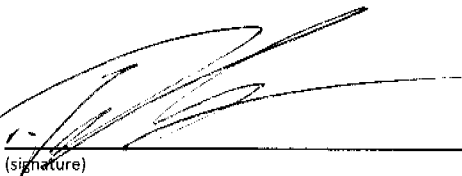
upon:

an OCCUPANT of  
36850 HWY 62  
Chiloquin, OR 97624

**SERVICE EFFECTED: July 10, 2012 at 5:50 PM.**

ORS 86.750(1)(C)(c) Service on an occupant is deemed effected on the earlier of the date that notice is served... or the first date on which notice is posted...

Date and Time	Attempts
07/10/2012 at 5:50 PM	1st Attempt: POSTED on front door
07/20/2012 at 12:02 PM	2nd Attempt: POSTED on front door
07/26/2012 at 3:26 PM	3rd Attempt: POSTED on front door

  
(signature)

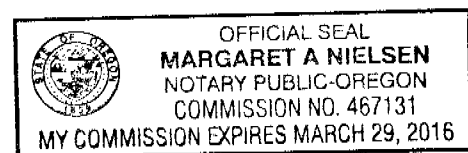
Robert W. Bolenbaugh

STATE OF OREGON, County of Klamath

Signed and affirmed before me on July 30, 2012

  
NOTARY PUBLIC - OREGON

CLIENT: RELIABLE POSTING & PUBLISHING REF # 414442  
IPS# 82012





Klamath County, Oregon  
EDGEWATER LENDING GROUP INC, beneficiary  
ROBERT M PERLA, grantor  
CAL-WESTERN RECONVEYANCE CORPORATION, trustee/successor trustee  
TS # 1355013-09  
REF # 414442

AFFIDAVIT OF MAILING

I certify that:

I mailed a true copy of the TRUSTEE'S NOTICE OF SALE; NOTICE TO RESIDENTIAL TENANTS,  
placed in a sealed envelope with first class postage thereon fully prepaid and deposited with  
the United States Post Office on **July 26, 2012**, addressed to:

OCCUPANT  
36850 HWY 62  
Chiloquin OR 97624

Gloria Carter

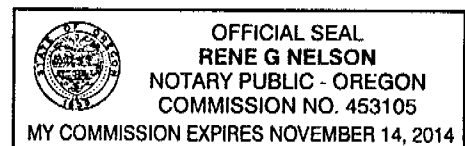
STATE OF OREGON, County of Multnomah.

Signed and attested before me on July 26, 2012 by Gloria Carter.

Rene G Nelson

(SEAL)

NOTARY PUBLIC - OREGON



CLIENT: RELIABLE POSTING & PUBLISHING REF # 414442  
IPS# 82012

INTERSTATE PROCESS SERVING INC \* P.O. Box 80815, Portland OR 97280 \* 503/452-7179

414442

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1355013-09

Reference is made to that certain deed made by  
ROBERT M PERLA as Grantor to  
FIRST AMERICAN TITLE, as Trustee, in favor of

I CERTIFY THIS TO BE A TRUE AND  
CORRECT COPY OF THE ORIGINAL

BY

  
Crystal Land

EDGEWATER LENDING GROUP INC as Beneficiary,

dated March 07, 2005, recorded March 11, 2005, in official records of KLAMATH County, OREGON in  
book/reel/volume No. M05 at  
page No. 16490, fee/file/instrument/microfilm/reception No. XX covering the following described real  
property situated in the said County and State, to-wit:

GOVERNMENT LOT 5 IN SECTION 8, TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE  
WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON.

Commonly known as:

36850 HWY 62 CHILOQUIN OR 97624

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations  
secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised  
Statutes: the default for which the foreclosure is made is the grantor's:  
Failure to pay the monthly payment due August 1, 2011 of principal, interest and impounds and  
subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by  
beneficiary pursuant to the terms and conditions of said deed of trust.

Monthly payment \$3,779.65    Monthly Late Charge \$150.08

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust  
immediately due and payable, said sums being following, to-wit; The sum of \$445,188.88 together with  
interest thereon at the rate of 6.250% per annum, from July 01, 2011 until paid; plus all accrued late  
charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary  
pursuant to the terms and conditions of the said deed of trust.

## TRUSTEE'S NOTICE OF SALE

T.S. No: 1355013-09

Whereof, notice hereby is given that, CAL-WESTERN RECONVEYANCE CORPORATION the undersigned trustee will on November 13, 2012 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at  
AT THE MAIN STREET ENTRANCE TO KLAMATH COUNTY COURTHOUSE  
316 MAIN STREET

City of KLAMATH FALLS, County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with the costs, trustee's fees and attorney's fees and by curing any other default complained of in the Notice of Default, at any time not later than five days before the date last set for sale.

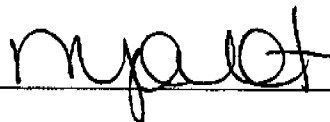
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" includes their respective successors in interest, if any.

Dated: July 05, 2012

CAL-WESTERN RECONVEYANCE CORPORATION  
525 EAST MAIN STREET  
P.O. BOX 22004  
EL CAJON CA 92022-9004

CAL-WESTERN RECONVEYANCE CORPORATION

Signature/By: \_\_\_\_\_



Nicole Yost, A.V.P.

## NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 13, 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 AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

OREGON STATE BAR  
16037 SW Upper Boones Ferry Road  
Tigard, Oregon 97224  
(503) 620-0222  
(800) 452-8260  
<http://www.osbar.org>

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

# Affidavit of Publication

## STATE OF OREGON, 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 # 14455

Sale Perla

#414442

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:


August 7, 2012

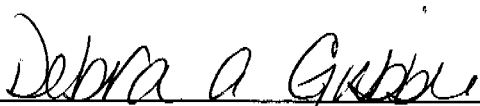
August 14, 2012

August 21, 2012

August 28, 2012

Total Cost: \$902.00

  
Subscribed and sworn by Heidi Wright  
before me on: August 27, 2012

  
Notary Public of Oregon

My commission expires on May 15, 2016



### TRUSTEE'S NOTICE OF SALE Loan No: xxxxxx3063 T.S. No.: 1355013-09.

Reference is made to that certain deed made by Robert M Perla, as Grantor to First American Title, as Trustee, in favor of Edgewater Lending Group Inc, as Beneficiary, dated March 07, 2005, recorded March 11, 2005, in official records of Klamath, Oregon in book/reel/volume No. m05 at page No. 16490, fee/file/Instrument/microfilm/reception No. xx covering the following described real property situated in said County and State, to-wit: Government lot 5 in section 8, township 35 south, range 7 east of the Willamette Meridian, in the County of Klamath, State of Oregon. Commonly known as: 36850 Hwy 62 Chiloquin Or 97624.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: Failure to pay the monthly payment due August 1, 2011 of principal, interest and impounds and subsequent installments due thereafter; plus late charges; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust. Monthly payment \$3,779.65 Monthly Late Charge \$150.08.

By this reason of said default the beneficiary has declared all obligations secured by said Deed of Trust immediately due and payable, said sums being the following, to-wit: The sum of \$445,188.88 together with interest thereon at 6.250% per annum from July 01, 2011 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advance by the beneficiary pursuant to the terms and conditions of the said deed of trust.

Whereof, notice hereby is given that, Cal-Western Reconveyance Corporation the undersigned trustee will on November 13, 2012 at the hour of 1:00pm, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, At the Main Street entrance to Klamath County Courthouse, 316 Main Street City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed at any time prior to five days before the date last set for sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" includes their respective successors in interest, if any. Dated: July 05, 2012. Cal-Western Reconveyance Corporation 525 East Main Street P.O. Box 22004 El Cajon Ca 92022-9004 Cal-Western Reconveyance Corporation Signature/By: Tammy Laird R. 414442 08/07/12, 08/14, 08/21, 08/28. #14455 August 07, 14, 21, 28, 2012.