

2012-012477

Klamath County, Oregon

After recording return to:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls, OR 97601



00126971201200124770200207

11/09/2012 10:22:38 AM

Fee: \$132.00

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
AND DANGER NOTICE**

STATE OF OREGON, County of Klamath, ss:

I, Wendy Young, secretary to William M. Ganong, Attorney at Law, 514 Walnut Avenue, Klamath Falls, Oregon 97601, being first duly sworn, depose, say, and certify that:

I am an employee of William M. Ganong, Successor Trustee for the Trust Deed more particularly described in the Notice of Default and Election to Sell and Trustee's Notice of Sale recorded in Book 2012-007289 on July 3, 2012 in the records of the Clerk of Klamath County, Oregon.

On July 3, 2012, I deposited with the United States Postal Service at Klamath Falls, Oregon, sealed envelopes containing a Trustee's Notice of Sale executed by William M. Ganong containing the information shown on the Trustee's Notice of Sale attached hereto; the Danger Notice required by Section 20, Chapter 19, Oregon Laws 2008, as modified by 2009 SB628, a copy of which is attached hereto; a Loan Modification Request Form; a Making Home Affordable Program "Request for Modification and Affidavit" ("RMA"); and IRS Form 4506T-EX, copies of which are also attached hereto. I mailed one such envelope by First Class Mail and one such envelope by Certified Mail with Return Receipt Requested, postage prepaid, from Klamath Falls, Oregon to the following named parties at the following addresses:

Joshua James Ayers
15604 Stagecoach Road
Klamath Falls OR 97601

Danielle Rae Lucero
15604 Stagecoach Road
Klamath Falls OR 97601

Joshua James Ayers
Post Office Box 7808
Klamath Falls OR 97602

Danielle Rae Lucero
Post Office Box 7808
Klamath Falls OR 97602

Danielle Rae Lucero
2660 Shasta Way #24
Klamath Falls OR 97603

Danielle Rae Lucero
406 Market Street
Klamath Falls OR 97601

Said persons are the grantors in the trust deed. The addresses shown above are the last known addresses of said parties.

On July 3, 2012, I deposited with the United States Postal Service at Klamath Falls, Oregon, sealed envelopes containing a Trustee's Notice of Sale executed by William M. Ganong containing the information shown on the Trustee's Notice of Sale attached hereto. I mailed one

such envelope by First Class Mail and one such envelope by Certified Mail with Return Receipt Requested, postage prepaid, from Klamath Falls, Oregon to the following named parties at the following addresses:

Credit Bureau of Klamath County
Post Office Box 5107
Klamath Falls OR 97601

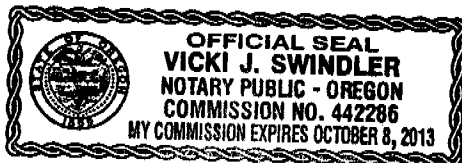
General Credit Service, Inc.
2724 West Main Street
Medford OR 97501

State of Oregon – Department of Justice
Department of Justice, Justice Building
1162 Court Street NE
Salem OR 97310

Dated this 1 day of November 2012.

Wendy Young
Wendy Young, Secretary to
William M. Ganong, Successor Trustee

This instrument was acknowledged before me on the 1st day of November 2012 by Wendy Young.



Vicki Swindler
Notary Public for Oregon
My commission expires: 10-8-13

AFTER RECORDING, RETURN TO:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

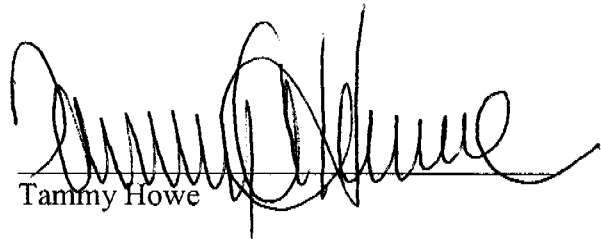
AFFIDAVIT OF SERVICE
OF TRUSTEE'S NOTICE OF SALE
ON OCCUPANT

STATE OF OREGON, County of Klamath) ss.

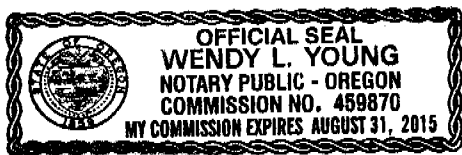
I hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made, and that I am not the beneficiary or trustee named in the original Trustee's Notice of Sale attached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

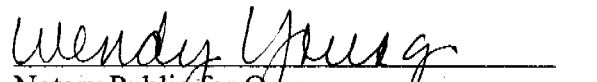
I made service of the attached original Trustee's Notice of Sale upon the individual named below by delivering an original Notice of Sale to the occupant, Crystal Walker, at her dwelling house, to-wit: 15604 Stagecoach Road, Klamath Falls, Oregon 97601, directly and personally on July 3, 2012 at 8:12 p.m.

Dated this 5th day of July 2012.


Tammy Howe

SIGNED AND SWORN to before me this 5th day of July 2012 by Tammy Howe.




Notary Public for Oregon
My Commission Expires: 8.31.2015

TRUSTEE'S NOTICE OF SALE

The Beneficiary has elected to foreclose the Trust Deed described below pursuant to the provisions of Oregon Revised Statutes 86.705 to 86.795.

1. The Trust Deed is described as follows:

A. Names of Grantors: Joshua James Ayers and Danielle Rae Lucero

B. Name of Trustee: AmeriTitle, an Oregon corporation

C. Name of Successor Trustee: William M. Ganong
Attorney at Law

D. Mailing Address of Successor Trustee: 514 Walnut Avenue
Klamath Falls OR 97601

E. Names of Beneficiaries: David Lee Bankston and Bobbie Johanna Bankston

2. The legal description of the property covered by the subject Trust Deed is described as follows:

Lot 23, Block 1, ORIGINAL PLAT, KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Assessor's Account No. R-3908-031B0-08100-000
and Key No. 499366

More commonly referred to as: 15604 Stagecoach Road
Klamath Falls, Oregon 97601

3. The volume, page number, and date of the mortgage records that record the Trust Deed are: April 16, 2009 in Book 2009, Page 005321 of the Mortgage Records of the County Clerk of Klamath County, Oregon.

4. The defaults for which the foreclosure is made are Grantors' failure to pay the monthly installment payments of \$764.52 each, due April 16, May 16, and June 16, 2012; the real property taxes assessed against the real property described above for the tax years 2009-2010, 2010-2011, and 2011-2012 before they became delinquent, and their failure to maintain insurance on the buildings erected on said real property against loss or damage by fire and such other hazards.

5. As of the date of this Notice, the sums owing on the obligation secured by the Trust Deed are:

The principal balance of the Promissory Note of \$69,332.18, plus interest thereon at the rate of 8.0 percent per annum from June 15, 2012 until paid; delinquent real property taxes in the amount of \$1270.49, plus interest; \$357 for the foreclosure guarantee; and attorney's fees, trustee's fees, together with any other sums due or that may become due under the Note or by reason of this foreclosure, and any further advances made by the Beneficiaries as allowed by the Note and Trust Deed.

6. The real property described above will be sold to satisfy the obligations.

7. The Successor Trustee will conduct the sale at 10 a.m. on the 19th day of November 2012 at the front entrance to the office of William M. Ganong, Attorney at Law, at 514 Walnut Avenue, Klamath Falls, Oregon.

8. The right exists under ORS 86.753 to have the proceeding dismissed and the Trust Deed reinstated by paying the entire amount then due, together with costs, trustee's fees, and attorney fees, and by curing any other default complained of in the Notice of Default, at any time that is not later than five days before the date last set for the sale.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 19, 2012. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent 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 residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement.

The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than October 18, 2012 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease.

If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. 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 business or individual who 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. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer 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 buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED.

AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

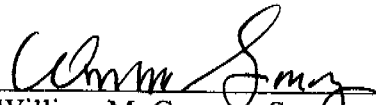
IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact 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.

Contact information for the Oregon State Bar: you may call the Oregon State Bar's Lawyer

Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: www.osbar.org.

Contact information for an organization that provides legal help to individuals at no charge to the individual: Legal Aid Service of Oregon (LASO) 403 Pine Street, Suite 250, Klamath Falls, Oregon 97601, telephone: 541.273-0533 or 1.800.480.9160, website: www.oregonlawhelp.org.

Dated this 3 day of July 2012.



William M. Ganong, Successor Trustee
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601
541-882-7228

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT
15 U.S.C. § 1692

1. The amount of the debt is as set forth in the attached documentation or correspondence.
2. The name of the creditor to whom the debt is owed is as stated in the attached documentation or correspondence.
3. Unless you, the consumer, within 30 days after receipt of this Notice, dispute the validity of the debt or any portion thereof, the debt will be assumed to be valid by the undersigned. The undersigned, however, reserves the right to file suit, if none has yet been filed, or to take any other appropriate action to collect the debt within this 30-day period.
4. If you, the consumer, notify the undersigned, in writing, within the 30-day period that the debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt and a copy of such verification will be mailed to you by the undersigned.
5. Upon your written request within the 30-day period, the undersigned will provide you with the name and address of the original creditor, if such original creditor is different from the current creditor.
6. Written requests should be addressed to William M. Ganong, Attorney at Law, 514 Walnut Avenue, Klamath Falls, Oregon 97601.
7. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

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**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:

Street address:

15604 Stagecoach Road, Klamath Falls, Oregon 97601

**Lot 23, Block 1, ORIGINAL PLAT, KLAMATH RIVER ACRES,
according to the official plat thereof on file in the office of the County
Clerk of Klamath County, Oregon.**

**Klamath County Assessor's Account No. R-3908-031B0-08100-000
and Key No. 499366**

**More commonly referred to as: 15604 Stagecoach Road
Klamath Falls, Oregon 97601**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of June 16, 2012 to bring your mortgage loan current was \$3,564.05. 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 510-785-5468 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: William M. Ganong, Attorney at Law, 514 Walnut Avenue, Klamath Falls, Oregon 97601.

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

Date and Time: Monday, November 19, 2012 at 10 a.m.

NOTICE - YOU ARE IN DANGER OF LOSING YOUR PROPERTY ...

Place: Front entrance to the office of William M. Ganong, 514 Walnut Avenue, Klamath Falls, Oregon 97601

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 request that your lender give you more time or change the terms of your loan.**
- 4. You can sell your real property provided the sales 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 or 800-723-3638. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information about an organization that provides legal help to individuals at no charge to the individual: Legal Aid Service of Oregon (LASO) 403 Pine Street, Suite 250, Klamath Falls, Oregon 97601, telephone: 541.273-0533 or 1.800.480.9160, website: www.oregonlawhelp.org.

Your lender may be willing to modify your loan to reduce the interest rate, reduce the monthly payments, or both. You can get information about possible loan modification programs by contacting your lender, David Lee Bankston and Bobbie Johanna Bankston, at 510-785-5468. If you cannot reach your lender, you may contact the trustee at the telephone number at the bottom of this notice. If you have already entered into a loan modification with your lender, it is possible that you will not be able to modify your loan

again unless your circumstances have changed. Your lender is not obligated to modify your loan.

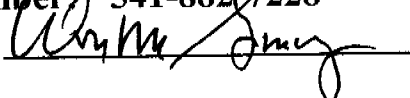
You may request to meet with your lender to discuss options for modifying your loan. During discussions with your lender, you may have the assistance of a lawyer, a housing counselor, or another person of your choosing. To receive a referral to a housing counselor or other assistance available in your community, call this toll-free consumer mortgage foreclosure information number: 1-800-SAFENET (723-3638) or visit the Oregon Foreclosure Help Web site at <http://www.cbs.state.or.us/dfcs/ml/foreclosure/counselors.html>. Many lenders participate in new federal loan modification programs. You can obtain more information about these programs at: 1-888-995-HOPE (4673) or by visiting <http://www.makinghomeaffordable.gov/>.

IF YOU WANT TO APPLY TO MODIFY YOUR LOAN, YOU MUST FILL OUT AND MAIL BACK THE ENCLOSED 'LOAN MODIFICATION REQUEST FORM.' YOUR LENDER MUST RECEIVE THE FORM BY AUGUST 2, 2012, WHICH IS 30 DAYS AFTER THE DATE SHOWN BELOW.

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.

Trustee name (print): William M. Ganong, Attorney at Law

Trustee phone number: 541-882-7228

Trustee signature:  Date: July 2, 2012

LOAN MODIFICATION REQUEST FORM

July 2, 2012

William M. Ganong, Trustee
514 Walnut Avenue
Klamath Falls OR 97601

Return by: August 2, 2012

Dear Mr. Ayers and Ms. Lucero:

If you want to apply to modify your loan, you must fill out and mail this form, the **attached** Making Home Affordable Program "Request for Modification and Affidavit" ("RMA"), and **IRS** Form 4506T-EZ back. Lender must receive the forms by August 2, 2012, which is not less than 30 days after the date that Lender signed the Residential Foreclosure Notice. Please indicate by checking the applicable line below whether you would like to have your loan modified, whether you would like to meet with Lender, or both:

☐ I would like to have my loan modified.

☐ I would like to meet with Lender.

You must send back this form with the completed and signed RMA and IRS Form 4506T-EZ. If you return these forms to the Lender by the date specified above, the Lender or an agent of Lender will review the information you provide and, in good faith, process your request. The Lender or the Lender's agent, as soon as reasonably practicable but not later than 45 days after receiving the forms, will notify you whether the Lender approves or denies the request or requires additional information. During this period, Lender may require additional information to determine whether the loan can be modified.

Borrower's Signature

Borrower's Printed Name

Borrower's Address

City, State, and Zip Code

Borrower's Email Address

Borrower's Phone Number

Making Home Affordable Program Request For Modification and Affidavit (RMA)


MAKING HOME AFFORDABLE.gov

REQUEST FOR MODIFICATION AND AFFIDAVIT (RMA) page 1

COMPLETE ALL THREE PAGES OF THIS FORM

Loan I.D. Number _____ Servicer _____

BORROWER		CO-BORROWER	
Borrower's name		Co-borrower's name	
Social Security number	Date of birth	Social Security number	Date of birth
Home phone number with area code		Home phone number with area code	
Cell or work number with area code		Cell or work number with area code	

I want to:	<input type="checkbox"/> Keep the Property	<input type="checkbox"/> Sell the Property
The property is my:	<input type="checkbox"/> Primary Residence	<input type="checkbox"/> Second Home <input type="checkbox"/> Investment
The property is:	<input type="checkbox"/> Owner Occupied	<input type="checkbox"/> Renter Occupied <input type="checkbox"/> Vacant

Mailing address	
Property address (if same as mailing address, just write same)	E-mail address
Is the property listed for sale? <input type="checkbox"/> Yes <input type="checkbox"/> No Have you received an offer on the property? <input type="checkbox"/> Yes <input type="checkbox"/> No Date of offer _____ Amount of offer \$ _____ Agent's Name: _____ Agent's Phone Number: _____ For Sale by Owner? <input type="checkbox"/> Yes <input type="checkbox"/> No	Have you contacted a credit-counseling agency for help <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please complete the following: Counselor's Name: _____ Agency Name: _____ Counselor's Phone Number: _____ Counselor's E-mail: _____
Who pays the real estate tax bill on your property? <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by condo or HOA Are the taxes current? <input type="checkbox"/> Yes <input type="checkbox"/> No Condominium or HOA Fees <input type="checkbox"/> Yes <input type="checkbox"/> No \$ _____ Paid to: _____	Who pays the hazard insurance premium for your property? <input type="checkbox"/> I do <input type="checkbox"/> Lender does <input type="checkbox"/> Paid by Condo or HOA Is the policy current? <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Insurance Co.: _____ Insurance Co. Tel #: _____
Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 13 Filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case number _____	
Additional Liens/Mortgages or Judgments on this property:	
Lien Holder's Name/Servicer	Balance
Contact Number	Loan Number

HARDSHIP AFFIDAVIT

I (We) am/are requesting review under the Making Home Affordable program.
 I am having difficulty making my monthly payment because of financial difficulties created by (check all that apply):

<input type="checkbox"/> My household income has been reduced. For example: unemployment, underemployment, reduced pay or hours, decline in business earnings, death, disability or divorce of a borrower or co-borrower.	<input type="checkbox"/> My monthly debt payments are excessive and I am overextended with my creditors. Debt includes credit cards, home equity or other debt.
<input type="checkbox"/> My expenses have increased. For example: monthly mortgage payment reset, high medical or health care costs, uninsured losses, increased utilities or property taxes.	<input type="checkbox"/> My cash reserves, including all liquid assets, are insufficient to maintain my current mortgage payment and cover basic living expenses at the same time.
<input type="checkbox"/> Other:	
Explanation (continue on back of page 3 if necessary): _____	

INCOME/EXPENSES FOR HOUSEHOLD¹

Number of People in Household:

Monthly Household Income		Monthly Household Expenses/Debt		Household Assets	
Monthly Gross Wages	\$	First Mortgage Payment	\$	Checking Account(s)	\$
Overtime	\$	Second Mortgage Payment	\$	Checking Account(s)	\$
Child Support / Alimony / Separation ²	\$	Insurance	\$	Savings/ Money Market	\$
Social Security/SSDI	\$	Property Taxes	\$	CDs	\$
Other monthly income from pensions, annuities or retirement plans	\$	Credit Cards / Installment Loan(s) (total minimum payment per month)	\$	Stocks / Bonds	\$
Tips, commissions, bonus and self-employed income	\$	Alimony, child support payments	\$	Other Cash on Hand	\$
Rents Received	\$	Net Rental Expenses	\$	Other Real Estate (estimated value)	\$
Unemployment Income	\$	HOA/Condo Fees/Property Maintenance	\$	Other _____	\$
Food Stamps/Welfare	\$	Car Payments	\$	Other _____	\$
Other (investment income, royalties, interest, dividends etc.)	\$	Other _____	\$	Do not include the value of life insurance or retirement plans when calculating assets (401k, pension funds, annuities, IRAs, Keogh plans, etc.)	
Total (Gross Income)	\$	Total Debt/Expenses	\$	Total Assets	\$

INCOME MUST BE DOCUMENTED

¹Include combined income and expenses from the borrower and co-borrower (if any). If you include income and expenses from a household member who is not a borrower, please specify using the back of this form if necessary.

²You are not required to disclose Child Support, Alimony or Separation Maintenance income, unless you choose to have it considered by your servicer.

INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the federal government in order to monitor compliance with federal statutes that prohibit discrimination in housing. **You are not required to furnish this information, but are encouraged to do so. The law provides that a lender or servicer may not discriminate either on the basis of this information, or on whether you choose to furnish it.** If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, the lender or servicer is required to note the information on the basis of visual observation or surname if you have made this request for a loan modification in person. **If you do not wish to furnish the information, please check the box below.**

BORROWER <input type="checkbox"/> I do not wish to furnish this information	CO-BORROWER <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male

To be completed by interviewer

This request was taken by: <input type="checkbox"/> Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet	Interviewer's Name (print or type) & ID Number	Name/Address of Interviewer's Employer
	Interviewer's Signature Date	
	Interviewer's Phone Number (include area code)	

ACKNOWLEDGEMENT AND AGREEMENT

In making this request for consideration under the Making Home Affordable Program, I certify under penalty of perjury:

1. That all of the information in this document is truthful and the event(s) identified on page 1 is/are the reason that I need to request a modification of the terms of my mortgage loan, short sale or deed-in-lieu of foreclosure.
2. I understand that the Servicer, the U.S. Department of the Treasury, or their agents may investigate the accuracy of my statements and may require me to provide supporting documentation. I also understand that knowingly submitting false information may violate Federal law.
3. I understand the Servicer will pull a current credit report on all borrowers obligated on the Note.
4. I understand that if I have intentionally defaulted on my existing mortgage, engaged in fraud or misrepresented any fact(s) in connection with this document, the Servicer may cancel any Agreement under Making Home Affordable and may pursue foreclosure on my home.
5. That: my property is owner-occupied; I intend to reside in this property for the next twelve months; I have not received a condemnation notice; and there has been no change in the ownership of the Property since I signed the documents for the mortgage that I want to modify.
6. I am willing to provide all requested documents and to respond to all Servicer questions in a timely manner.
7. I understand that the Servicer will use the information in this document to evaluate my eligibility for a loan modification or short sale or deed-in-lieu of foreclosure, but the Servicer is not obligated to offer me assistance based solely on the statements in this document.
8. I am willing to commit to credit counseling if it is determined that my financial hardship is related to excessive debt.
9. I understand that the Servicer will collect and record personal information, including, but not limited to, my name, address, telephone number, social security number, credit score, income, payment history, government monitoring information, and information about account balances and activity. I understand and consent to the disclosure of my personal information and the terms of any Making Home Affordable Agreement by Servicer to (a) the U.S. Department of the Treasury, (b) Fannie Mae and Freddie Mac in connection with their responsibilities under the Homeowner Affordability and Stability Plan; (c) any investor, insurer, guarantor or servicer that owns, insures, guarantees or services my first lien or subordinate lien (if applicable) mortgage loan(s); (d) companies that perform support services in conjunction with Making Home Affordable; and (e) any HUD-certified housing counselor.

Borrower Signature

Date

Co-Borrower Signature

Date

HOMEOWNER'S HOTLINE

If you have questions about this document or the modification process, please call your servicer.

If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673). The Hotline can help with questions about the program and offers free HUD-certified counseling services in English and Spanish.

888-995-HOPE
Homeowner's HOPE™ Hotline

NOTICE TO BORROWERS

Be advised that by signing this document you understand that any documents and information you submit to your servicer in connection with the Making Home Affordable Program are under penalty of perjury. Any misstatement of material fact made in the completion of these documents including but not limited to misstatement regarding your occupancy in your home, hardship circumstances, and/or income, expenses, or assets will subject you to potential criminal investigation and prosecution for the following crimes: perjury, false statements, mail fraud, and wire fraud. The information contained in these documents is subject to examination and verification. Any potential misrepresentation will be referred to the appropriate law enforcement authority for investigation and prosecution. By signing this document you certify, represent and agree that:

"Under penalty of perjury, all documents and information I have provided to Lender in connection with the Making Home Affordable Program, including the documents and information regarding my eligibility for the program, are true and correct."

If you are aware of fraud, waste, abuse, mismanagement or misrepresentations affiliated with the Troubled Asset Relief Program, please contact the SIGTARP Hotline by calling 1-877-SIG-2009 (toll-free), 202-622-4559 (fax), or www.sigtar.gov. Mail can be sent to Hotline Office of the Special Inspector General for Troubled Asset Relief Program, 1801 L St. NW, Washington, DC 20220.



Short Form Request for Individual Tax Return Transcript

OMB No. 1545-2154

► Request may not be processed if the form is incomplete or illegible.

Tip. Use Form 4506T-EZ to order a 1040 series tax return transcript free of charge.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code	
4 Previous address shown on the last return filed if different from line 3	
5 If the transcript is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. The IRS has no control over what the third party does with the tax information.	
Third party name	Telephone number
Address (including apt., room, or suite no.), city, state, and ZIP code	
6 Year(s) requested. Enter the year(s) of the return transcript you are requesting (for example, "2008"). Most requests will be processed within 10 business days.	

Caution. If the transcript is being mailed to a third party, ensure that you have filled in line 6 before signing. Sign and date the form once you have filled in line 6. Completing these steps helps to protect your privacy.

Note. If the IRS is unable to locate a return that matches the taxpayer identity information provided above, or if IRS records indicate that the return has not been filed, the IRS may notify you or the third party that it was unable to locate a return, or that a return was not filed, whichever is applicable.

Signature of taxpayer(s). I declare that I am the taxpayer whose name is shown on either line 1a or 2a. If the request applies to a joint return, either husband or wife must sign. **Note.** For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Sign Here	Signature (see instructions)	Date	Telephone number of taxpayer on line 1a or 2a
	Spouse's signature	Date	

Purpose of form. Individuals can use Form 4506T-EZ to request a tax return transcript that includes most lines of the original tax return. The tax return transcript will not show payments, penalty assessments, or adjustments made to the originally filed return. You can also designate a third party (such as a mortgage company) to receive a transcript on line 5. Form 4506T-EZ cannot be used by taxpayers who file Form 1040 based on a fiscal tax year (that is, a tax year beginning in one calendar year and ending in the following year). Taxpayers using a fiscal tax year must file Form 4506-T, Request for Transcript of Tax Return, to request a return transcript.

Use Form 4506-T to request the following.

- A transcript of a business return (including estate and trust returns).
- An account transcript (contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed).
- A record of account, which is a combination of line item information and later adjustments to the account.
- A verification of nonfiling, which is proof from the IRS that you did not file a return for the year.
- A Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.

Form 4506-T can also be used for requesting tax return transcripts.

Automated transcript request. You can call 1-800-829-1040 to order a tax return transcript through the automated self-help system. You cannot have a transcript sent to a third party through the automated system.

Where to file. Mail or fax Form 4506T-EZ to the address below for the state you lived in when that return was filed.

If you are requesting more than one transcript or other product and the chart below shows two different RAIVS teams, send your request to the team based on the address of your most recent return.

If you filed an individual return and lived in:

Florida, Georgia, North Carolina, South Carolina

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, or A.P.O. or F.P.O. address

Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Arkansas, Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, Ohio, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia

Mail or fax to the "Internal Revenue Service" at:

RAIVS Team
P.O. Box 47-421
Stop 91
Doraville, GA 30362
770-455-2335

RAIVS Team
Stop 6716 AUSC
Austin, TX 73301
512-460-2272

RAIVS Team
Stop 37106
Fresno, CA 93888
559-456-5876

RAIVS Team
Stop 6705 P-6
Kansas City, MO 64999
816-292-6102

Signature and date. Form 4506T-EZ must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506T-EZ within 120 days of the date signed by the taxpayer or it will be rejected.

Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506T-EZ exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. Sections 6103 and 6109 require you to provide this information, including your SSN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, and the District of Columbia for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506T-EZ will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form, 9 min.; Preparing the form, 18 min.; and Copying, assembling, and sending the form to the IRS, 20 min.**

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506T-EZ simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send the form to this address. Instead, see *Where to file* on this page.

AFTER RECORDING, RETURN TO:
William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

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

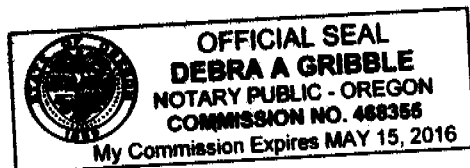
I, Paul M. Eves, Finance Director, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#14585 SALE AYERS/LUCERO TRUSTEE'S NOTICE OF SALE 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:
09/25/2012 10/02/2012 10/09/2012 10/16/2012

Total Cost: \$821.00

Paul M. Eves
Subscribed and sworn by Paul M. Eves before me on:
16th day of October in the year of 2012

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



TRUSTEE'S NOTICE OF SALE

The Beneficiary has elected to foreclose the Trust Deed described below pursuant to the provisions of Oregon Revised Statutes 86.705 to 86.795.

1. The Trust Deed is described as follows:

- A. Names of Grantors: Joshua James Ayers and Danielle Rae Lucero
- B. Name of Trustee: AmeriTitle, an Oregon corporation
- C. Name of Successor Trustee: William M. Ganong, Attorney at Law
- D. Mailing Address of Successor Trustee: 514 Walnut Avenue, Klamath Falls, OR 97601
- E. Names of Beneficiaries: David Lee Bankston and Bobbie Johanna Bankston

2. The legal description of the property covered by the subject Trust Deed is described as follows:

Lot 23, Block 1, ORIGINAL PLAT, KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Klamath County Assessor's Account No. R-3908-031B0-08100-000 and Key No. 499366 More commonly referred to as: 15604 Stagecoach Road, Klamath Falls, OR 97601

3: The volume, page number, and date of the mortgage records that record the Trust Deed are: April 16, 2009 in Book 2009, Page 005321 of the Mortgage Records of the County Clerk of Klamath County, Oregon.

4. The defaults for which the foreclosure is made are Grantors' failure to pay the monthly installment payments of \$764.52 each, due April 16, May 16, and June 16, 2012; the real property taxes assessed against the real property described above for the tax years 2009-2010, 2010-2011, and 2011-2012 before they became delinquent, and their failure to maintain insurance on the buildings erected on said real property against loss or damage by fire and such other hazards.

5. As of the date of this Notice, the sums owing on the obligation secured by the Trust Deed are:

The principal balance of the Promissory Note of \$69,332.18, plus interest thereon at the rate of 8.0 percent per annum from June 15, 2012 until paid; delinquent real property taxes in the amount of \$1270.49, plus interest; \$357 for the foreclosure guarantee; and attorney's fees, trustee's fees, together with any other sums due or that may become due under the Note or by reason of this foreclosure, and any further advances made by the Beneficiaries as allowed by the Note and Trust Deed.

6. The real property described above will be sold to satisfy the obligations.

7. The Successor Trustee will conduct the sale at 10 a.m. on the 19th day of November 2012 at the front entrance to the office of William M. Ganong, Attorney at Law, at 514 Walnut Avenue, Klamath Falls, Oregon.

8. The right exists under ORS 86.753 to have the proceeding dismissed and the Trust Deed reinstated by paying the entire amount then due, together with costs, trustee's fees, and attorney fees, and by curing any other default complained of in the Notice of Default, at any time that is not later than five days before the date last set for the sale.

Dated this 3rd day of July 2012.

William M. Ganong, Successor Trustee
Attorney at Law
514 Walnut Avenue, Klamath Falls, OR 97601
541-882-7228

#14585 September 25, October 02, 09, 16, 2012.

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

I, Paul M. Eves, 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#14585 SALE AYERS/LUCERO

TRUSTEE'S NOTICE OF SALE

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 1

Insertion(s) in the following issues:
10/10/2012

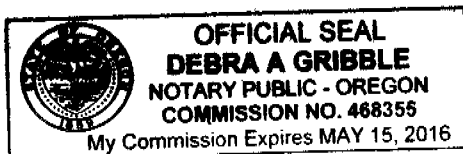
Total Cost: \$0.00

Paul M. Eves

Subscribed and sworn by Paul M. Eves before me on:
10th day of October in the year of 2012

Debra A Gribble

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



TRUSTEE'S NOTICE OF SALE

The Beneficiary has elected to foreclose the Trust Deed described below pursuant to the provisions of Oregon Revised Statutes 86.705 to 86.795.

1. The Trust Deed is described as follows:

- A. Names of Grantors: Joshua James Ayers and Danielle Rae Lucero
- B. Name of Trustee: AmeriTitle, an Oregon corporation
- C. Name of Successor Trustee: William M. Ganong, Attorney at Law
- D. Mailing Address of Successor Trustee: 514 Walnut Avenue, Klamath Falls, OR 97601
- E. Names of Beneficiaries: David Lee Bankston and Bobbie Johanna Bankston

2. The legal description of the property covered by the subject Trust Deed is described as follows:

Lot 23, Block 1, ORIGINAL PLAT, KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

~~Klamath County Assessor's Account No. R-3500-00000~~
08100-000 and Key No. 499366

More commonly referred to as: 15604 Stagecoach Road, Klamath Falls, OR 97601

3. The volume, page number, and date of the mortgage records that record the Trust Deed are: April 16, 2009 in Book 2009, Page 005321 of the Mortgage Records of the County Clerk of Klamath County, Oregon.

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5. As of the date of this Notice, the sums owing on the obligation secured by the Trust Deed are:

The principal balance of the Promissory Note of \$69,332.18, plus interest thereon at the rate of 8.0 percent per annum from June 15, 2012 until paid; delinquent real property taxes in the amount of \$1270.49, plus interest; \$357 for the foreclosure guarantee; and attorney's fees, trustee's fees, together with any other sums due or that may become due under the Note or by reason of this foreclosure, and any further advances made by the Beneficiaries as allowed by the Note and Trust Deed.

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Dated this 3rd day of July 2012.

William M. Ganong, Successor Trustee
Attorney at Law

514 Walnut Avenue, Klamath Falls, OR 97601
541-882-7228

#14585 September 25, October 02, 09, 10, 16, 2012.