

BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED

AMENDED TRUSTEE'S NOTICE OF SALE

The original proceedings for the trustee's sale were stayed pursuant to the Grantor filing for bankruptcy protection under Case No. 13-61751-fra13 on May 9, 2013. By order filed June 15, 2016, the stay was terminated to allow beneficiary to complete the foreclosure, provided that the foreclosure sale does not take place prior to November 30, 2016.

The Trustee executed and recorded the Trustee's Notice of Default and Election to Sell. This Amended Trustee's Notice of Default and Election to Sell amends the date of the Marshall Joint Trust as correctly set forth below.

The Trustee, under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in said Trust Deed to satisfy the obligations secured thereby.

A. PARTIES TO THE TRUST DEED:

GRANTOR:	Charles E. Marshall, Co-Trustee and Jeanette L. Marshall, Co-Trustee of the Charles and Jeanette Marshall 1982 Joint Trust
TRUSTEE:	Fidelity National Title
SUCCESSOR TRUSTEE:	Steven L. Adkins, Esquire
MAILING ADDRESS OF TRUSTEE:	PO Box 781 Corvallis OR 97339
BENEFICIARY:	Charles M. Springer, Trustee of the Revocable Living Trust of Charles M. Springer Dated August 16, 1999

B. DESCRIPTION OF PROPERTY:

PARCEL 1:

Beginning at a point which is South 0°21' West 43 feet and North 75°02' West 64.13 feet from the Northeast corner of said Section 30 being in the center of Bear Creek and the Northwesterly corner of that tract sold to John R. Sowles and wife by deed recorded November 9, 1953, in Volume 228, Page 96, Deed Records; thence along the center line of said creek North 75°02' West 60.05 feet, South 73° 00'30" West 173.12 feet and South 62°03'30" West 201.67 feet to the Southwest corner of that tract sold to Eldon Thompson by deed recorded in Volume 158, Page 431, Deed records; thence North 8°40'15" East along the West line of said Thompson tract to the South line of Bear Creek Road; thence West along the South line of said road to the Easterly line of the Oregon and California Railroad right of way, (now Southern Pacific Railroad); thence Southerly along the Easterly line of said Railroad right of way to the South line of that tract conveyed to Forrest Veneer Co., an Oregon corporation, by deed recorded January 16, 1951, in Volume 188, Page 383, Deed Records; thence East along the said line of said tract to the East line of said Section 30; thence North along said section line to the Southeast corner of said Sowles tract; thence North 63°45' West along the South line of said Sowles tract 159.91

feet to the Southwest corner of said Sowles tract; thence North 18°38' East along the West line of said Sowles tract 260.29 feet to the place of beginning, in Section 30, Township 21 South, Range 4 West, Willamette Meridian.

EXCEPTING THEREFROM that portion lying West of relocated U.S. Highway #99.

ALSO EXCEPTING from the above described parcel any portion lying within the right of way of U.S. Interstate No. 5

PARCEL 2:

BEGINNING at the Northeast corner of Section 30, Township 21 South, Range 4 West, Willamette Meridian; thence South 0°21' West 43 feet along the East line of said Section 30 to a point on the highway right of way line, the said point being the true point of beginning; thence South 0°20' West 300.81 feet along the East line of said Section 30 to a point; thence North 63°45' West 159.91 feet to a point; thence North 18°38' East 260.29 feet to a point on the highway right of way line; thence South 75°02' East 64.13 feet along the highway right of way line to the true point of beginning, all in Douglas County, Oregon.

EXCEPTING from the above described parcel any portion lying within the right of way of U.S. Interstate No. 5

PARCEL 3:

Beginning at a point on the Easterly right of way line of Pacific Highway Number 99 and the Southerly right of way line of the Bear Creek County Road Number 62, said point being 313.73 feet North and 1361.10 feet West of the Southeast corner of Section 19, Township 21 South, Range 4 West of the Willamette Meridian; thence South 53°35'45" 307.80 feet along the Easterly right of way line of said highway to a point; thence around a 1790.5 foot radius curve to the left the long chord of which bears South 42°34'15" West 673.44 feet to a point on the Easterly right of way line of said highway; thence South 45°59'30" East 155.05 feet to a point in the center of Pass Creek; thence following the center of Pass Creek the following courses and distances: North 74°56'30" East 328.37 feet; thence North 19°33'30" East 218.06 feet; thence South 76°30'15" East 155.71 feet; thence North 80°35'15" East 130.35 feet; thence North 44°26' East 71.59 feet; thence North 19°53'30" East 74.98 feet; thence North 32°09'45" West 65.24 feet; thence North 65°19'30" West 162.30 feet; thence North 37°52'15" East 140.42 feet; thence North 44°51' East 107.27 feet to a point on the Southerly right of way line of the Bear Creek County Road; thence North 59°23'15" West 155.17 feet along the Southerly right of way line of the Bear Creek County Road to the true point of beginning, all in Douglas County, Oregon.

PARCEL 4:

All that portion of the Northwest quarter of the Northeast quarter of Section 30, Township 21 South, Range 4 West, Willamette Meridian, Douglas County, Oregon, lying Northwesterly of Pass Creek and Southeasterly of Curtin County Road No. 212, and lying Northeasterly of that parcel of land described in Book 279, Page 206, described as follows: The following described real property in the Northwest quarter of the Northeast quarter of Section 30, Township 21 South, Range 4 West, Willamette Meridian, Douglas County, Oregon:

Beginning at a point which bears North 0°30' West 562.40 feet and North 89° 34'15" East 280.7 feet from the Southwest corner of the Northwest quarter of the Northeast quarter of Section 30, Township 21 South, Range 4 West, Willamette Meridian, said corner being an iron pipe 2 inches in diameter and 36 inches long in the Southeast boundary right of way line of Old U.S. Highway #99; thence running along the said Southeast right of way of Old U.S. Highway #99 North 40°38' East a distance of 215.65 feet to the North line of that tract conveyed to Merle F. Clark and wife by deed recorded December 9, 1948, in Volume 162, Page 372, Deed Records; thence South 52°07' East along the North Creek; thence South 21°20' West along Pass Creek a distance of 138.00 feet; thence South 49°01' West a distance of 85.80 feet; thence North

5°23' West a distance of 85.10 feet to the point of beginning, and lying Southwesterly of that parcel of land described in Book 198, Page 224, described as follows: Beginning at a point on the Easterly right of way line of Pacific Highway Number 99 and the Southerly right of way line of the Bear Creek County Road Number 62, said point being 313.73 feet North and 1361.10 feet West of the Southeast corner of Section 19, Township 21 South, Range 4 West of the Willamette Meridian; thence South 53°35'45" West 307.80 feet along the Easterly right of way line of said highway to a point; thence around a 1790.5 foot radius curve to the left the long chord of which bears South 42°34'15" West 673.44 feet to a point on the Easterly right of way line of said highway; thence South 45°59'30" East 155.05 feet to a point in the center of Pass Creek; thence following the center of Pass Creek the following courses and distances: North 74°56'30" East 328.37 feet; thence North 19°33'30" East 218.06 feet; thence South 76°30'15" East 155.71 feet; thence North 80°35'15" East 130.35 feet; thence North 44°26' East 71.59 feet; thence North 19° 53'30" East 74.98 feet; thence North 32°09'45" West 65.24 feet; thence North 65°19'30" West 162.30 feet; thence North 37°52'15" East 140.42 feet; thence North 44°51' East 107.27 feet to a point on the Southerly right of way line of the Bear Creek County Road; thence North 59°23'15" West 155.17 feet along the Southerly right of way line of the Bear Creek County Road to the true point of beginning, all in Douglas County, Oregon.

Property commonly known as: 1435 and 1529 Curtin Road, and 383 Bear Creek Road, Cottage Grove, OR 97424.

C. TRUST DEED INFORMATION:

DATE: February 15, 2011  
RECORDING DATE: February 18, 2011  
RECORDING NUMBER: Microfilm Record No. 2011-003590  
RECORDING PLACE: Official records of the County of Douglas,  
State of Oregon

The successor trustee was appointed by document recorded in the same county.

- D. DEFAULT: The Grantor is in default and the Beneficiary elects to foreclose the Trust Deed for failure to pay the balloon payment due and owing on April 1, 2016 in the amount of \$165,000.00 plus accrued interest, costs and fees.

TOTAL AMOUNT CURRENTLY IN ARREARS: \$ 179,302.30

Which includes principal, interest, costs, fees and late charges through March 16, 2016. Amount in arrears will increase after March 16, 2016.

- E. AMOUNT DUE: The Beneficiary has declared all sums owing on the obligation and Trust deed immediately due and payable, in the following sums:

\$165,000.00 principal plus interest thereon at the rate of 12% per annum from March 16, 2016, plus past due interest of \$7,652.00; plus late charges of \$990.00.

Plus interest, late charges, title fees, attorney fees, trustee's fees, escrow fees, recording fees and other recoverable costs and fees that shall continue to accrue.

- F. ELECTION TO SELL: NOTICE HEREBY IS GIVEN that the Beneficiary and Trustee, by reason of described default have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.750 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in

the described property which the Debtor had, or had the power to convey, at the time of the execution of the Trust Deed together with any interest the Debtor or successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed together with the expenses of the sale, including the compensation of the Trustee as provided by law, and the reasonable fees of Trustee's Attorney.

G. TIME AND PLACE OF SALE:

TIME: November 30, 2016; 11:00 am, PST  
PLACE: AT THE FRONT DOOR OF THE DOUGLAS COUNTY COURTHOUSE  
1036 SE DOUGLAS STREET, ROSEBURG, OR 97470

H. RIGHT TO REINSTATE: NOTICE IS FURTHER GIVEN that at any time prior to five days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying those sums or tendering the performance necessary to cure the default, by paying all costs and expenses to the Trustee actually incurred by Beneficiary and Trustee in enforcing the obligation and Trust Deed, together with Trustee's fees and Attorney's fees.

I. Without limiting the Trustee's disclaimer of representations or warranties, Oregon law requires the Trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamine, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for the property at the Trustee's sale.

J. **NOTICE TO RESIDENTIAL TENANTS**

**The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 30, 2016. 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 NOTIFICATIONS AND 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 31, 2016, (30 days before the date first set out 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.**

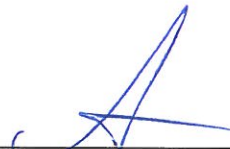
Oregon State Bar  
Lawyer Referral Service  
Mailing Address: PO Box 231935  
Tigard OR 97281  
Physical Address: 16037 SW Upper Boones Ferry Road  
Tigard OR 97224  
Telephone: 800-452-7636

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.

LASO Roseburg Regional Office  
700 SE Kane Street (PO Box 219)  
Roseburg, OR 97470  
(541) 673-1181 or 1-888-668-9406

Western Douglas County (Reedsport area) is also served by:  
OLC Coos Bay Office  
Compass Building, 455 S. 4th Street, Suite 5  
PO Box 1098  
Coos Bay, OR 97420  
(541) 269-1226 and 1-800-303-3638

Dated: July 6, 2016

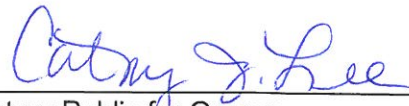
  
\_\_\_\_\_  
Steven L. Adkins, Attorney at Law,  
Successor Trustee

STATE OF OREGON            )  
  ) ss.  
County of Benton            )

Date: July 6, 2016

Personally appeared the above named Steven L. Adkins and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

  
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Notary Public for Oregon

