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**IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF HARNEY**

BANK OF AMERICA, N.A.,
Plaintiff,

Case No. 1509328CV

v.

WRIT OF EXECUTION

CODY S. HODGES; KIMBERLY L.
HODGES; and ALL OTHER PERSONS OR
PARTIES UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN
THE REAL PROPERTY COMMONLY
KNOWN AS 426 RIVERSIDE DRIVE,
BURNS, OR 97720,
Defendants.

TO THE HARNEY COUNTY SHERIFF:

On September 1, 2016, a General Judgment of Foreclosure and Declaration of Amount Due by Default was entered by the Harney County Circuit Court, foreclosing Plaintiff's Deed of Trust and directing that the property subject to the Deed of Trust be sold to satisfy the unpaid debt due to Plaintiff.

The mailing address for the judgment creditor is: BANK OF AMERICA, N.A. c/o Aldridge Pite, LLP, 111 SW Columbia St., Ste. 950, Portland, OR 97201.

The real property to be sold at public auction is commonly known as 426 Riverside Drive, Burns, OR 97720 ("Subject Property"), and legally described as:

LAND IN THE CITY OF BURNS, HARNEY COUNTY, OREGON, AS FOLLOWS:

IN TWP. 23 S., R. 31. E., W.M.: SEC. 7: A PARCEL OF LAND IN THE NW1/4SE1/4, WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF BLOCK "B" IN THE SECOND ADDITION IN THE CITY OF BURNS, HARNEY COUNTY,

1 OREGON; THENCE SOUTH, ALONG THE EAST BOUNDARY OF SAID BLOCK "B", 280
2 FEET; THENCE EAST 80 FEET; THENCE NORTH 280 FEET; THENCE WEST 80 FEET TO
3 THE POINT OF BEGINNING.

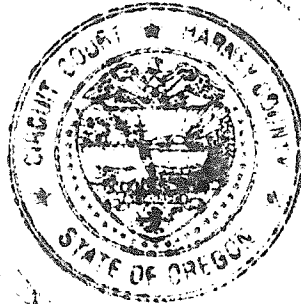
4 ALSO, BEGINNING AT THE SOUTHEAST CORNER OF BLOCK "A" IN THE
5 SECOND ADDITION IN THE CITY OF BURNS, HARNEY COUNTY, OREGON; THENCE
6 SOUTH 80 FEET TO THE NORTHEAST CORNER OF BLOCK "B" OF SAID SECOND
7 ADDITION; THENCE EAST 80 FEET; THENCE NORTH 80 FEET; THENCE WEST 80
8 FEET TO THE POINT OF BEGINNING.

9 The total amount due and owing on the Judgment as of July 7, 2017;

10 Judgment:	Principal	\$123,371.99
	Attorney Fees	\$1,990.00
	Costs	\$1,241.00
	Prevailing Party Fee	\$300.00
13 Post-Judgment:	Interest(5.500%,\$16.0114/day)	\$7,909.63 (3/1/16 through 7/7/17)
14	Attorney Fees	\$410.00

15 **TOTAL: \$135,222.62**

16 In the name of the State of Oregon, you are hereby directed to proceed to notice for sale
17 and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the
18 purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court.
19 Further, you are directed to execute, after the time for redemption has elapsed, a deed to the
20 holder of the certificate of sale.



Jammy L. Wheeler
7/17/17

24 Presented by:
25 ALDRIDGE PITE, LLP
Kate Riggs
26 Katie L. Riggs, OSB # 095861
Of Attorneys for Plaintiff

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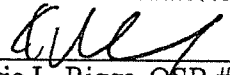
IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF HARNEY

BANK OF AMERICA, N.A.,
Plaintiff,
v.
CODY S. HODGES; KIMBERLY L.
HODGES; and ALL OTHER PERSONS OR
PARTIES UNKNOWN CLAIMING ANY
RIGHT, TITLE, LIEN, OR INTEREST IN
THE REAL PROPERTY COMMONLY
KNOWN AS 426 RIVERSIDE DRIVE,
BURNS, OR 97720,
Defendants,

Case No. 1509328CV
**MOTION FOR GENERAL JUDGMENT
AND DECLARATION OF AMOUNT DUE
BY DEFAULT**
ORCP Rule 69
EX PARTE

Plaintiff BANK OF AMERICA, N.A. moves the Court for a General Judgment and Declaration of Amount Due by Default, pursuant to ORCP Rule 69. This motion is based on the Order of Default, the declaration of Plaintiff in support, and the Statement of Attorney Fees, Costs and Disbursements.

Dated: 6/17/16

ALDRIDGE PITE, LLP
By: 
Katie L. Riggs, OSB #095861
(858) 750-7600
(503) 222-2260 (Facsimile)
kriggs@aldridgepite.com
111 SW Columbia Street, Suite 950
Portland, OR 97201
Of Attorneys for Plaintiff

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF HARNEY

BANK OF AMERICA, N.A.,

Plaintiff,

v.

CODY S. HODGES; KIMBERLY L. HODGES; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 426 RIVERSIDE DRIVE, BURNS, OR 97720,

Defendants.

Case No. 1509328CV

DECLARATION OF PLAINTIFF IN SUPPORT OF GENERAL JUDGMENT OF FORECLOSURE

Brittany Marie Dockey, on behalf of Plaintiff, I declare:

1. I am authorized to sign this declaration on behalf of plaintiff, BANK OF AMERICA, N.A., as an officer of Bank of America, N.A. ("BANA").
2. BANA maintains records for the subject loan ("the Loan"). As part of my job responsibilities for BANA, I am familiar with the type of records maintained by BANA in connection with the Loan.
3. The information in this declaration is taken from BANA's business records. I have personal knowledge of BANA's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by a person with personal knowledge; (b) kept in the course of BANA's regularly conducted business activities; and (c) created by BANA as a regular practice. I personally confirmed that the loan information in this

1 declaration is accurate by reading the declaration and attachments, and checking that the loan
2 information in this declaration matches BANA's on-line records available to me.

3 4. On or about June 29, 2009, Cody S. Hodges and Kimberly L. Hodges executed a
4 written promissory note in the amount of \$115,862.00. On or about June 26, 2009, Cody S.
5 Hodges and Kimberly L. Hodges executed a Deed of Trust as security for the promissory note.

6 5. BANA, directly or through an agent, has possession of the promissory note and
7 held the note at the time of filing the foreclosure complaint. The promissory note has been duly
8 indorsed.

9 6. The business record attached, which I have reviewed, is a true and correct
10 business record from BANA. It shows that Cody S. Hodges and Kimberly L. Hodges defaulted,
11 the default has not been cured, and the amounts stated on the attached business record are owed
12 on the Loan.

13	Principal Balance	\$106,549.15
14	Interest Amount	\$9,278.65
	Interest Due	
	From 8/1/14 to 2/29/16 @ 5.500%	
15	Pre-acceleration Late Charges	\$39.94
	Tax Disbursements	\$2,030.34
16	MIP/PMI Insurance	\$856.31
	Hazard Insurance Disbursements	\$4,127.89
17	Title Fees	\$490.00
	Bankruptcy Fees/Costs	\$0.00
18	Property Inspections/Preservation	\$0.00
	Prior Foreclosure Fees	\$0.00
19	BPO/Appraisal Fees	\$0.00
	Credits	(\$0.29)
20	Other	\$0.00
	Payment Advance –	\$0.00
21	Principal/Interest/Escrow	
22	TOTAL	\$123,371.99

23 7. Per diem interest in the amount of \$16.0114 will accrue on the principal unless
24 there is an interest rate change as set forth in the promissory note. The aforementioned per diem
25 interest will then accrue on the principal until the next interest rate change date and accrue
26 thereafter in accordance with the variable rate as set forth in the promissory note.

Page 3 - DECLARATION OF PLAINTIFF IN SUPPORT OF GENERAL JUDGMENT OF FORECLOSURE

Aldridge Pite, LLP
621 SW Morrison Street, Suite 425
Portland, OR 97205
(858) 750-7600

1 8. BANA has retained Aldridge Pite, LLP to prosecute this foreclosure action and is
2 obligated to pay a reasonable fee and reimburse costs incurred in connection with the firm's
3 services. The attached record includes fees and costs that are subject to change. Those attorney's
4 fees and costs are not requested through this declaration. Rather, the law firm will submit its
5 own affidavit or documentation supporting and requesting the fees and costs from this action in
6 accordance with applicable law.

7 I hereby declare that the above statement is true to the best of my knowledge and
8 belief, and that I understand it is made for use as evidence in court and is subject to penalty
9 for perjury.

10 *Brittany Marie Dockery*
11 Signature

12 Brittany Marie Dockery
13 Print

14 Assistant Vice President
15 Title

16 March 15, 2016
17 Date
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received and indicated which objections remain unresolved;

c. After conferring about objections, [Opposing Party] agreed to independently file any remaining objection with the Court.

- 4. The relief sought is against an opposing party who has been found in default.
- 5. An order of default is being requested with this proposed judgment.
- 6. Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or otherwise.
- 7. This is a proposed judgment that includes an award of punitive damages and notice has been served on the Director of the Crime Victims' Assistance Section as required by subsection (4) of this rule.

Presented By:
ALDRIDGE PITE, LLP



Date: 6/21/17

Katie Riggs, OSB #095861
(858) 750-7600
(503) 222-2260 (facsimile)
kliggs@aldridgepite.com

Of Attorneys for Plaintiff
Carrington Mortgage Services, LLC



Chicago Title Insurance Company

GUARANTEE FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE, STATUTORY LAND SALE CONTRACT FORFEITURE, OR LITIGATION

Policy No. 73086-44369618

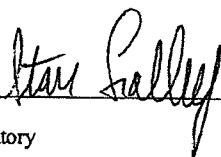
CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, CHICAGO TITLE INSURANCE COMPANY, an Nebraska corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,


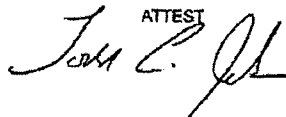
1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 1;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.785 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2 and the names of additional persons who, under Sections 86.705 et. seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of default, pursuant to Sections 93.950 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

AmeriTitle
111 W Washington
Burns, OR 97720
(541) 573-2039

CHICAGO TITLE INSURANCE COMPANY


Authorized Signatory



By: 
President
ATTEST

Secretary

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public Records": those records established under State statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "Mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
 - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known

to one or more of the Assured at Date of Guarantee;

- (3) resulting in no loss or damage to the Assured;
- (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
- (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS –LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless the action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such ac-

tion within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of a claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY – PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(c)

hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing, this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

CHICAGO TITLE INSURANCE COMPANY OF
OREGON
P.O. Box 45023
Jacksonville, FL 32232-5023

10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

ISSUED BY:

AmeriTitle
111 W Washington
Burns, OR 97720

MSInquiry
Servicelink - Default
3220 El Camino Real
Irvine, CA 92602
Your Reference:

Property Address:
426 Riverside Drive
Burns, OR 97720

EXHIBIT 1

Title No. : 63185AM

Title Examiner: Stan Falley

Guarantee No.: 73086-44369618

Effective Date : June 15, 2015 at 7:30 a.m.

Liability : \$115,862.00

Fee: \$490.00

A. The Assured is:

Aldridge Pite, LLP and Bank of America NA

B. The encumbrance to be enforced is:

Deed Type: Deed of Trust
Amount: \$115,862.00
Trustor/Grantor: Cody S. Hodges and Kimberly L. Hodges
Trustee: Chicago Title Ins. Co.
Beneficiary: Mortgage Electronic Registration Systems, inc.
Dated: June 26, 2009
Recorded Date: July 2, 2009
Instrument No.: 20091074

C. The estate or interest in the land which is covered by this Guarantee is:

A Fee

D. Title to the estate or interest in the land is vested, as of the effective date, in:

Cody S. Hodges and Kimberly L. Hodges, as tenants by the entirety

E. The land referred to in this Guarantee is described as follows:

Land in the City of Burns, Harney County, Oregon, as follows:

In Twp. 23 S., R. 31 E., W.M.:

Sec. 7: A parcel of land in the NW¹/₄SE¹/₄, which is described as follows:

Beginning at the Northeast corner of Block "B" in the Second Addition in the City of Burns, Harney County, Oregon; thence South, along the East boundary of said Block "B", 280 feet; thence East 80 feet; thence North 280 feet; thence West 80 feet to the point of beginning.

ALSO, beginning at the Southeast corner of Block "A" in the Second Addition in the City of Burns, Harney County, Oregon; thence South 80 feet to the Northeast corner of Block "B" of said Second Addition; thence East 80 feet; thence North 80 feet; thence West 80 feet to the point of beginning.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

Tax Information

Taxes: Map No. 23S 31E 07DB 1900 / Acct No. / Code No.
Status: Paid
Amount / Year \$1,371.12/2014

1. Taxes assessed under Code No. 1-1 Account No. 80 Map No. 23S 31E 07DB 1900
The 2015-2016 Taxes: A lien not yet due or payable.
2. Reservation of minerals, including the terms and provisions contained therein, in deed from Oregon & Western Colonization Company, a corporation, as to a full interest therein.
Recorded: February 7, 1912
Book: "N", Page 615

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

3. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$115,682.00
Trustor/Grantor: Cody S. Hodges and Kimberly L. Hodges
Trustee: Chicago Title Ins. Co.
Beneficiary: Mortgage Electronic Registration Systems Inc.
Dated: June 26, 2009
Recorded: July 2, 2009
Instrument No.: 20091074

The beneficial interest under said Deed of Trust was assigned of record to Bank of America N.A., by assignment
Recorded: July 13, 2012
Instrument No.: 20120900

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Attention is directed to the following matters for foreclosures of residential trust deeds as defined in ORS 86.705(7):

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 requires, among other provisions, that any written assignment of a trust deed and any appointment of successor trustee be recorded for a foreclosure by advertisement and sale. Oregon case law does not recognize Mortgage Electronic Registration Systems, Inc. (MERS) as a beneficiary of a trust deed. For any claim under this guarantee or for post-foreclosure title insurance, the beneficiary or trustee may be required to document for the insurer the ownership of the indebtedness secured by the trust deed and to document the authority of MERS to execute an appointment of successor trustee or other foreclosure-related instrument on behalf of the owner of the secured indebtedness.

Attention is directed to the provisions of Senate Bill 558 (Oregon Laws 2013, Chapter 304 and House Bill 3389 Oregon Laws 2013, Chapter 625).

EXHIBIT 2

Relative to the encumbrance to be enforced, if any, shown on Exhibit 1:

1. Attention is directed to The Service members Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940), which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his or her delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. Except as shown on Exhibit 1, no Notice of Pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the County in which the premises are situated.
4. This Guarantee provides no assurances with respect to any facts, rights, title, interest or claims which are not shown by the public records, and this Exhibit 2 is not intended to show the names of persons whose rights, title, interests or claims are not shown by public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 86.803 of the Oregon trust deed statutes are:

N/A

NOTE: Compliance with the provisions of ORS 86.786 is required.

6. If applicable, the name of the Grantor in the encumbrance whose lien is to be enforced is:

Cody S. Hodges and Kimberly L. Hodges

7. If applicable, the name of the successor in interest to the Grantor is:

N/A

8. If applicable, the names of additional necessary persons not shown above to be made defendants in a suit to enforce the subject encumbrance; or, if applicable, the names of additional persons who are entitled, under the Oregon trust deed statutes, ORS 86.705 et seq., to receive notice of sale; or, if applicable, the names of additional persons who are entitled, under the land sales contract forfeiture statutes, ORS 93.905, et seq., to receive notice of default, are:

NONE

SEE MAP 2

