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

BANK OF AMERICA, N.A.,
Plaintiff,

Case No. 17CV05968

v.

WRIT OF EXECUTION

ESTATE OF MARIAN L. GRAHAM; JACK
GRAHAM, CARL L. GRAHAM, AND
RHONDA K. FRAKES INDIVIDUALLY
AND AS SUCCESSOR CO-TRUSTEES OF
THE MARIAN L. GRAHAM, REVOCABLE
LIVING TRUST 2012; STATE OF OREGON
DEPARTMENT OF REVENUE; AND ALL
OTHER PERSONS OR PARTIES
UNKNOWN CLAIMING ANY RIGHT,
TITLE, LIEN, OR INTEREST IN THE REAL
PROPERTY COMMONLY KNOWN AS 561
N 13TH ST, INDEPENDENCE, OR 97351,
Defendant.

TO THE POLK COUNTY SHERIFF:

On April 5, 2018, a General Judgment of Foreclosure and Declaration of Amount Due by
Default was entered by the POLK 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 561 N 13TH ST,
INDEPENDENCE, OR 97351-9664 ("Subject Property"), and legally described as:

LOT 5, BLOCK 7, ASHBROOK ADDITION PHASE II, IN THE CITY OF
INDEPENDENCE, POLK COUNTY, OREGON.

Page 1 – WRIT OF EXECUTION

1 The total amount due and owing on the Judgment as of April 19, 2018;

2	Judgment:	Principal	\$68,589.76
3	Pre-Judgment:	Interest(6.000%, \$9.86/day)	\$1,922.70 (9/23/17 through 4/5/18)
4		Attorney Fees	\$3,290.00
5		Costs	\$1,831.50
6		Prevailing Party Fee	\$300.00
7	Post-Judgment:	Interest(6.000%, \$9.86/day)	\$138.04 (4/6/18 through 4/19/18)
8		Attorney Fees	\$610.00

9 **TOTAL: \$76,682.00**

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

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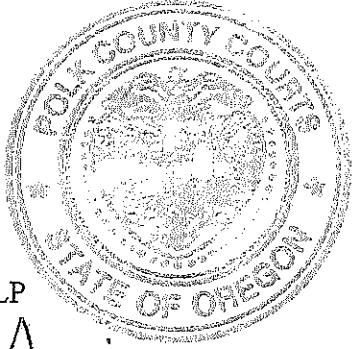
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1 By the signature of the attorney for the judgment creditor, the person that requested
2 issuance of the Writ hereby authorizes the sheriff to continue execution under the Writ and delay
3 making a return on the writ to a date up to 150 days after receipt.



COURT ADMINISTRATOR FOR
POLK COUNTY CIRCUIT COURT

Signed: 4/23/2018 11:47 AM

By: Debora M. Dupras

JSSII Debora M. Dupras

8 Presented by:
ALDRIDGE PITE, LLP

9
10 By: Christina Andreoni

- 11 { } Hunter Zook, OSB #095578
 - 12 { } Katie Riggs, OSB #095861
 - 13 { } Sarah Mathenia, OSB #120681
 - 14 { } Shannon K. Calt, OSB #121855
 - 15 { } Christina Andreoni, OSB #160875
- 16 *of Attorneys for Judgment Creditor*
17 (858) 750-7600
18 (503) 222-2260 (facsimile)
19 orecourtnotices@aldridgepite.com

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

BANK OF AMERICA, N.A.,

Plaintiff,

v.

ESTATE OF MARIAN L. GRAHAM; JACK GRAHAM, CARL L. GRAHAM, AND RHONDA K. FRAKES INDIVIDUALLY AND AS SUCCESSOR CO-TRUSTEES OF THE MARIAN L. GRAHAM, REVOCABLE LIVING TRUST 2012; STATE OF OREGON DEPARTMENT OF REVENUE; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 561 N 13TH ST, INDEPENDENCE, OR 97351,

Defendants.

Case No. 17CV05968

GENERAL JUDGMENT OF FORECLOSURE AND DECLARATION OF AMOUNT DUE BY STIPULATION AND DEFAULT

PURSUANT TO SB368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT

Based upon the stipulation of Defendant STATE OF OREGON DEPARTMENT OF REVENUE ("Stipulating Defendant"), the Court's Order of Default against Defendants ESTATE OF MARIAN L. GRAHAM; JACK GRAHAM, CARL L. GRAHAM, AND RHONDA K. FRAKES INDIVIDUALLY AND AS SUCCESSOR CO-TRUSTEES OF THE MARIAN L. GRAHAM, REVOCABLE LIVING TRUST 2012; and ALL OTHER PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE REAL PROPERTY COMMONLY KNOWN AS 561 N 13TH ST, INDEPENDENCE, OR 97351, the records on file herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by Default by Plaintiff BANK OF AMERICA, N.A. ("Plaintiff"),

///

Page 1 - GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY STIPULATION & DEFAULT

1 **IT IS HEREBY ADJUDGED:**

2 1. Plaintiff's security interest in the real property located at 561 N 13th St.,
3 Independence, OR 97351 ("Subject Property"), as evidenced by the Deed of Trust recorded in
4 the official records of County as Instrument Number 2007-019071 ("Deed of Trust"), is a viable
5 first priority lien, superior to the interests of all the Defendants, except as to Stipulating
6 Defendant's lien, as noted in Paragraph 2. All rights, claims, ownerships, liens, titles and
7 demands of all Defendants, except as to Stipulating Defendant's lien, as noted in Paragraph 2,
8 are subsequent to Plaintiff's lien, as created by the Note and Deed of Trust.

9 2. Stipulating Defendant has one valid and subsisting priority lien that is senior to
10 Plaintiff's Deed of Trust. The priority lien of Stipulating Defendant arose from Stipulating
11 Defendant's payment of real property taxes under the Senior Citizens Property Tax Deferral
12 Program. The Stipulating Defendant's priority lien was recorded on June 23, 1992, in the
13 County Clerk Lien Records for Polk County in Book 255, Page 380 ("DOR Lien 1"). The
14 amount of DOR Lien 1 is \$43,154.00. In addition, Stipulating Defendant holds two valid and
15 subsisting liens that are junior to Plaintiff's Deed of Trust. Stipulating Defendant's junior liens
16 also arose from Stipulating Defendant's payment of real property taxes under the Senior Citizens
17 Property Tax Deferral Program. The first junior lien was recorded on April 12, 2010 in the
18 County Clerk Lien Records for Polk County as Recording Number 2010-003463 ("DOR Lien
19 2"). The second junior lien was recorded on November 10, 2014 in the County Clerk Lien
20 Records for Polk County as Recording Number 2014-009368 ("DOR Lien 3"). The amount of
21 both DOR Lien 2 and DOR Lien 3 is \$33,349.04, as of September 19, 2017, with further interest
22 accruing at the rate of \$7.50 per day thereafter until paid.

23 3. The Subject Property is legally described as follows: LOT 5, BLOCK 7,
24 ASHBROOK ADDITION PHASE II, IN THE CITY OF INDEPENDENCE, POLK COUNTY,
25 OREGON.

26 4. The Deed of Trust is foreclosed, and upon entry of this Judgment, the court

1 administrator shall, upon request of the Plaintiff, issue a writ of execution for the sale by the
2 Sheriff in the manner provided by law.

3 5. Plaintiff has submitted a Declaration of Amount Due and is owed the total amount
4 due under the Note and Deed of Trust and any future advances and/or fees that may be made or
5 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.
6 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

7 6. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an
8 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule
9 68(C), which amount may be added to the outstanding obligation due and owing under the Note
10 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of
11 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied
12 by sale of the Subject Property as directed under this Judgment;

13 7. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule
14 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing
15 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant
16 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This
17 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

18 8. Plaintiff is owed the prevailing party fee of \$300.00, this amount to be satisfied by
19 sale of the Subject Property as directed under this Judgment.

20 9. No money award of any kind shall be granted against Stipulating Defendant or
21 Plaintiff as a result of the entry of this Judgment.

22 10. The Sheriff shall make a return on the writ of execution to the court administrator
23 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first
24 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure
25 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or
26 parties as may establish their right thereto. The Defendants and all persons claiming through or

Page 3 - GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY STIPULATION & DEFAULT

1 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior
2 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and
3 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and
4 every part of the Subject Property when the time for redemption has elapsed;

5 11. Plaintiff or any other party to this action may become a purchaser at the
6 foreclosure sale, and such purchaser shall be immediately let into possession of the subject
7 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any
8 successor in interest may apply to this Court for a writ of assistance to gain possession of the
9 subject property if Defendants or any other party or person refuses to surrender possession;

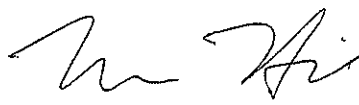
10 DECLARATION OF AMOUNT DUE BY DEFAULT

11 (PURSUANT TO SB 368, THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT
12 CONSTITUTE A MONEY AWARD AGAINST ANY DEFENDANT)

- 13 1. The amount of the judgment is \$68,589.76.
14 2. Simple interest at the variable rate currently at 6.000% (\$9.8605 *per diem*) after
15 September 22, 2017, through the date of sale.
16 3. Attorney fees of \$3,290.00, plus \$610.00, through the date of sale.
17 4. Costs of \$1,831.50, plus costs accrued through the date of sale.
18 5. Prevailing party fee: \$300.00.

19 **IT IS SO ADJUDGED**

20
21 Signed: 2/27/2018 02:35 PM

22 

23
24 Circuit Court Judge Norm R. Hill

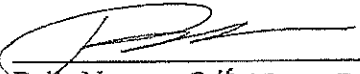
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26 <Stipulations on next page>

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IT IS SO STIPULATED.

Presented By:
ALDRIDGE PITE, LLP

/s/ Christina Andreoni Date: 2/20/18
Christina M. Andreoni, OSB# 160875
111 SW Columbia Street, Suite 950
Portland, OR 97201
Telephone: (858) 750-7600
Of Attorneys for Plaintiff Bank of America, N.A.

 Date 2/20/18
Belle Na, OSB # 176107
Senior Assistant Attorney General
Oregon Department of Justice
1162 Court Street NE
Salem, OR 97301-4096
Telephone: (503) 934-4400
Of Attorney for Defendant State of Oregon, Department of Revenue

By signing above the Parties hereby acknowledge the following: (1) that they were provided a reasonable period of time to review and consider this Stipulated Judgment; (2) that they were advised to and have sought and received the advice of their attorney prior to signing this Stipulated Judgment, or had the opportunity to consult with an attorney and chose not to do so; (3) that they understand that they are waiving legal rights by signing this Stipulated Judgment; (4) that they have reviewed this Stipulated Judgment, that this Stipulated Judgment is written in a manner that is understandable to them, and that they indeed understand the entirety of this Stipulated Judgment and the effect(s) of signing this Stipulated Judgment; and (5) that they sign this Stipulated Judgment of their own free act and deed, without any coercion or duress, and that they hereby release the rights and claims set forth above in exchange for the consideration set forth in this Stipulated Judgment

CERTIFICATE OF READINESS

This proposed Order or Judgment is ready for judicial signature because:

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- 1. Each opposing party affected by this Order or Judgment has stipulated to the Order or Judgment, as shown by each opposing party's signature on the document being submitted.
- 2. Each opposing party affected by this Order or Judgment has approved the Order or Judgment, as shown by signature on the document being submitted or by written confirmation of approval sent to me.
- 3. I have served a copy of this Order or Judgment on all parties entitled to service and:
 - a. No objections have been served on me within that time frame;
 - b. I received objections that I could not resolve with the opposing party despite reasonable efforts to do so. I have filed with the Court a copy of the objections I 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

/s/ Christina Andreoni
Christina M. Andreoni, OSB#160875
111 SW Columbia Street, Suite 950
Portland, OR 97201
Of Attorneys for Plaintiff Bank of America, N.A.

Date: 2/20/18

NATIONAL TITLE INSURANCE

of New York, Inc.

GUARANTEE

GUARANTEE NO.: 160230223

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

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, NATIONAL TITLE INSURANCE OF NEW YORK, INC., hereincalled 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 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 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 93.905 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

NATIONAL TITLE INSURANCE OF NEW YORK, INC.

ISSUED BY: SERVICELINK TITLE COMPANY OF OREGON, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
714-247-7000 • 800-323-0165



By:

President

ATTEST

Secretary

Countersigned:

Authorized Signature

GUARANTEE - COMBINATION FORM

OREGON

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 action 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 National Title Insurance of New York, Inc., P.O. Box 45023, Jacksonville, Florida 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.

**NATIONAL
TITLE
INSURANCE
OF
NEW YORK**

 **NATIONAL TITLE INSURANCE**
of New York, Inc.

National Title Insurance Of New York
P.O. Box 45023
Jacksonville, Florida 32232-5023

SERVICELINK TITLE COMPANY OF OREGON, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
(714) 247-7000 • (800) 323-0165

TRUSTEE'S SALE GUARANTEE (WITH AN OPTION FOR JUDICIAL FORECLOSURE)

(EXHIBIT 1)

YOUR NO.: 000400-000859
ORDER NO.: 160230223
PREMIUM: \$330.00
LIABILITY: \$60,000.00
DATED: NOVEMBER 2, 2016 @ 8:00 A.M.

A. ASSURED:
DITECH FINANCIAL LLC

(EXHIBIT 1)

B. THE ENCUMBRANCE TO BE FORECLOSED IS:

A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW,
AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT : \$60,000.00
DATED : DECEMBER 17, 2007
TRUSTOR : MARIAN L GRAHAM
TRUSTEE : FIDELITY NATIONAL TITLE INSURANCE
COMPANY
BENEFICIARY : MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS, INC., A SEPARATE CORPORATION
THAT IS ACTING SOLELY AS A NOMINEE FOR
LENDER AND LENDER'S SUCCESSORS AND
ASSIGNS
LENDER : COUNTRYWIDE BANK, FSB, A FED SVGS BANK
RECORDED : DECEMBER 26, 2007, AS INSTRUMENT NO. 2007-
019071, OF OFFICIAL RECORDS

C. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED
TO COVERED BY THIS GUARANTEE IS:

A FEE

D. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

MARIAN L. GRAHAM, TRUSTEE OF THE REVOCABLE LIVING TRUST, 2012, AS PROVIDED BY INSTRUMENT RECORDED APRIL 11, 2012, AS INSTRUMENT NO. 2012-003495, OF OFFICIAL RECORDS, SUBJECT TO ITEM NO(S). 4,5,13,14,15.

E. THE LAND REFERRED TO IN THIS GUARANTEE IS SITUATED IN THE CITY OF INDEPENDENCE, COUNTY OF POLK, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

LOT 5, BLOCK 7, ASHBROOK ADDITION PHASE II, IN THE CITY OF INDEPENDENCE, POLK COUNTY, OREGON.

F. EXCEPTIONS:

- 1. PROPERTY TAXES, AND ANY ASSESSMENTS COLLECTED WITH TAXES, FOR THE FISCAL YEAR 2016-2017.

TAX AMOUNT BILLED	:	\$2,536.92
BALANCE DUE	:	\$2,536.92
SERIAL NO./PROPERTY ID#	:	305103
ACCOUNT NO./ALTERNATE #	:	(NOT SET OUT)
MAP NO/MAP TAX LOT#	:	08420-DC-04700
LEVY CODE AREA	:	1303

- 2. CITY LIENS IN FAVOR OF THE CITY OF INDEPENDENCE, IF ANY.
- 3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, OF THE REVENUE AND TAXATION CODE OF THE STATE OF OREGON.
- 4. PROPERTY TAXES HAVE BEEN DEFERRED UNDER THE PROVISIONS OF THE SENIOR CITIZEN'S DEFERRAL PURSUANT TO STATE LAW AND ARE SUBJECT TO FUTURE COLLECTION BY THE STATE OF OREGON DEPARTMENT OF REVENUE

DOR ACCOUNT NO.	:	305103
TAX ACCOUNT NO.	:	14282-47941
LIEN AMOUNT	:	\$20,000.00
RECORDED	:	APRIL 12, 2010, AS INSTRUMENT NO. 2010-003463

PURSUANT TO ORS 311.666 THROUGH 311.701, OR ORS 311.679, THE OREGON DEPARTMENT OF REVENUE HEREBY FILES ITS NOTICE OF TAX DEFERRED PROPERTIES. THE OREGON DEPARTMENT OF REVENUE HAS A LIEN AS OF JULY 1 OF THE TAX YEAR OF INITIAL DEFERRAL OR ON JULY 1, 1990 WHICHEVER IS APPLICABLE.

- 5. PROPERTY TAXES HAVE BEEN DEFERRED UNDER THE PROVISIONS OF THE SENIOR CITIZEN'S DEFERRAL PURSUANT TO STATE LAW AND ARE SUBJECT TO FUTURE COLLECTION BY THE STATE OF OREGON DEPARTMENT OF REVENUE

DOR ACCOUNT NO. : 305103
 TAX ACCOUNT NO. : 14282-47941
 LIEN AMOUNT : \$20,000.00
 RECORDED : NOVEMBER 10, 2014, AS INSTRUMENT NO. 2014-009368

PURSUANT TO ORS 311.666 THROUGH 311.701, OR ORS 311.679, THE OREGON DEPARTMENT OF REVENUE HEREBY FILES ITS NOTICE OF TAX DEFERRED PROPERTIES. THE OREGON DEPARTMENT OF REVENUE HAS A LIEN AS OF JULY 1 OF THE TAX YEAR OF INITIAL DEFERRAL OR ON JULY 1, 1990 WHICHEVER IS APPLICABLE.

- 6. THE PREMISES HEREIN DESCRIBED ARE WITHIN AND SUBJECT TO THE STATUTORY POWERS INCLUDING THE POWER OF ASSESSMENT OF THE ASH BROOK WATER CONTROL DISTRICT.
- 7. SPECIAL ASSESSMENTS, IF ANY, WHICH ARE NOT BILLED AND COLLECTED BY THE COUNTY TAX ASSESSOR.
- 8. THE SUBJECT PROPERTY LIES WITHIN THE INDEPENDENCE URBAN RENEWAL AREA AND IS SUBJECT TO THE TERMS AND PROVISIONS THEREOF.
- 9. A BUILDING SET-BACK LINE, AFFECTING THE EASTERLY 20 FEET, AS DISCLOSED BY THE MAP OF SAID TRACT.
- 10. EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS DELINEATED OR AS OFFERED FOR DEDICATION, ON THE MAP OF SAID TRACT.

PURPOSE : UTILITIES
 AFFECTS : SEE PLAT FOR EXACT LOCATIONS

- 11. COVENANTS, CONDITIONS AND RESTRICTIONS (BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, CITIZENSHIP, IMMIGRATION STATUS, PRIMARY LANGUAGE, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW) AS SET FORTH IN THE DECLARATION OF RESTRICTIONS

RECORDED : OCTOBER 19, 1976, IN BOOK 96, PAGE 582, OF OFFICIAL RECORDS

12. A DEED OF TRUST TO SECURE AN INDEBTEDNESS IN THE AMOUNT SHOWN BELOW, AND ANY OTHER OBLIGATIONS SECURED THEREBY

AMOUNT : \$60,000.00
DATED : DECEMBER 17, 2007
TRUSTOR : MARIAN L GRAHAM
TRUSTEE : FIDELITY NATIONAL TITLE INSURANCE COMPANY
BENEFICIARY : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., A SEPARATE CORPORATION THAT IS ACTING SOLELY AS A NOMINEE FOR LENDER AND LENDER'S SUCCESSORS AND ASSIGNS
LENDER : COUNTRYWIDE BANK, FSB, A FED SVGS BANK
RECORDED : DECEMBER 26, 2007, AS INSTRUMENT NO. 2007-019071, OF OFFICIAL RECORDS

THE BENEFICIAL INTEREST UNDER SAID DEED OF TRUST HAS BEEN ASSIGNED OF RECORD:

ASSIGNOR : MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR COUNTRYWIDE BANK, FSB, A FED SVGS BANK ITS SUCCESSORS AND ASSIGNS
ASSIGNEE : BANK OF AMERICA, N.A.
DATED : AUGUST 15, 2016
RECORDED : AUGUST 22, 2016, AS INSTRUMENT NO. 2016-009225, OF OFFICIAL RECORDS

13. THE EFFECT OF GUARDIANSHIP FILED SEPT 25, 2015 IN CIRCUIT COURT STATE OF WASHINGTON COUNTY OF MARION CASE NO. 15PR01070 WHEREIN JACK GRAHAM WAS APPOINTED GUARDIAN OF MARIAN LA VISA GRAHAM AKA MARIAN L GRAHAM A PROTECTED PERSON
14. INFORMATION ABOVE HAS INFORMED AS OF THE INCAPACITY OF THE RECORD TRUSTEE BUT NO SUCCESSOR TRUSTEE APPEARS OF RECORD
15. ANY ADVISE CLAIM BASED UPON THE ASSERTION THAT A SUCCESSOR TO THE INCAPACITATED TRUSTEE WAS NOT APPOINTED OR IF APPOINTED WAS NOT GIVEN PROPER NOTICE OF THE FORECLOSURE.
16. 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 SAID LAND IS SITUATED.
17. THIS GUARANTEE PROVIDES NO ASSURANCES WITH RESPECT TO ANY FACTS, RIGHTS, TITLE, INTERESTS OR CLAIMS WHICH ARE NOT SHOWN BY THE PUBLIC RECORD AS DEFINED IN THIS GUARANTEE, AND IS NOT INTENDED TO SHOW THE NAMES OF PERSONS WHOSE RIGHTS, TITLE, INTERESTS OR CLAIMS ARE NOT SHOWN BY THE 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 A PERSON IN POSSESSION OF THE LAND.

18. NO COVERAGE IS PROVIDED IN THE EVENT OF AN ADVERSE CLAIM BASED UPON THE ASSERTION THAT THIS GUARANTEE WAS FURNISHED FOR ANY PURPOSE OTHER THAN TO FACILITATE NON-JUDICIAL FORECLOSURE OF THE ENCUMBRANCE SHOWN IN EXHIBIT 1.B., UNLESS THE GUARANTEE IS MODIFIED BY ENDORSEMENT TO REFLECT THE FILING OF A JUDICIAL FORECLOSURE ACTION BY THE ASSURED LENDER SHOWN IN SCHEDULE A.
19. THE ASSURANCES PROVIDED BY THIS GUARANTEE ARE SUBJECT TO ANY FAILURE TO COMPLY WITH BANKRUPTCY STATUTES OR REGULATIONS FOR ANY BANKRUPTCY PROCEEDING THAT MAY OR MAY NOT BE DISCLOSED BY ACTS THAT WOULD AFFORD NOTICE AS TO SAID LAND PURSUANT TO TITLE 11 U.S.C. 549(C) OF THE BANKRUPTCY REFORM ACT OF 1978, AS AMENDED.
20. IF ANY RECORDABLE FORECLOSURE DOCUMENTS ARE EXECUTED BY ATTORNEY-IN-FACT, THEN A POWER OF ATTORNEY MUST BE RECORDED IN OFFICIAL RECORDS THAT CONTAINS ADEQUATE POWERS FOR SUCH EXECUTION.
21. ATTENTION IS CALLED TO THE SERVICEMEMBERS CIVIL RELIEF ACT OF 2003 (108P.L. 189; 117 STAT. 2835; 2003 ENACTED H.R.100) AND AMENDMENTS THERETO AND THE MILITARY RESERVIST ACT OF 1991 (SEC. 800 TO 810, MILITARY VETERANS CODE) WHICH CONTAIN INHIBITIONS AGAINST THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACTS.
22. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE IN A SPECIFIED MANNER TO THE SECRETARY OF TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON JUDICIAL SALE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE.
23. ATTENTION IS CALLED TO THE FEDERAL DEBT COLLECTION PROCEDURES ACT (28 USC 3001-3308) AND THE PROVISIONS OF 28 USC 2410 (ACTIONS AFFECTING PROPERTY ON WHICH UNITED STATES HAS LIEN) WHICH, AMONG OTHER THINGS PROVIDES FOR WRITTEN NOTICE TO BE GIVEN TO THE UNITED STATES, AND PROVIDES FOR THE DISCHARGE OF THE PROPERTY FROM THE MORTGAGE OR OTHER LIEN HELD BY THE UNITED STATES, AND PROVIDES THAT THE UNITED STATES SHALL HAVE ONE YEAR FROM THE DATE OF SALE WITHIN WHICH TO REDEEM.
24. OREGON REVISED STATUTES 86.740(C) AND 94.709(2) CALL FOR NOTICE TO HOLDERS OF JUNIOR HOMEOWNERS ASSOCIATION LIENS AND SUCH HOLDERS MAY BE DISCLOSED IN THE DECLARATION OF CC&R'S OR THE CONDOMINIUM/P.U.D. RIDER ATTACHED TO THE SUBJECT DEED OF TRUST.
25. THE LATEST TAX BILL FROM THE COUNTY TAX ASSESSOR SHOWS THE SITUS ADDRESS ON SAID LAND AS 561 N 13TH ST INDEPENDENCE OR AND THE PARCEL NO./PROPERTY I.D. NO. AS 305103.

(END OF EXHIBIT 1)

(EXHIBIT 2)

RELATIVE TO THE ENCUMBRANCE TO BE ENFORCED, SHOWN ON EXHIBIT 1:

(TRUSTEE'S SALE, PURSUANT TO ITEMS 1., 3., AND 4. OF THE ASSURANCES ON THE GUARANTEE FACE PAGE)

THE RETURN ADDRESS FOR MAILING AFTER RECORDING, IF A RETURN ADDRESS IS SHOWN, IS SET FORTH AS IT APPEARS ON EACH DOCUMENT REFERRED TO IN EXHIBIT 1, BY SPECIFIC RECORDING INFORMATION, AND AS SHOWN ON THE DOCUMENT OR DOCUMENTS VESTING TITLE AS SHOWN IN EXHIBIT 1, PARAGRAPH D., ARE SHOWN IN EXHIBIT 2. PART 1, HERE BELOW:

1. IF APPLICABLE, THE NAMES AND RETURN ADDRESS(ES) OF PERSONS, IF A RETURN ADDRESS IS SHOWN, ON THE DOCUMENT REFERRED TO IN EXHIBIT , PARAGRAPH B., OR BY OTHER RECORDING REFERENCES SHOWN, WHO HAVE RECORDED REQUESTS FOR A COPY OF A NOTICE OF SALE OR NOTICE OF DEFAULT, UNDER ORS 86.806 OF THE OREGON TRUST DEED STATUTES, ARE:

NONE

2. IF APPLICABLE, THE NAME AND RETURN ADDRESS(ES) , IF A RETURN ADDRESS IS SHOWN, ON THE DOCUMENT REFERRED TO IN EXHIBIT 1, PARAGRAPH B. , 'THE ENCUMBRANCE TO BE FORECLOSED', IS:

MARIAN L GRAHAM
561 N 13TH ST
INDEPENDENCE, OR 97351-9664
(TRUSTOR)

3. IF APPLICABLE, THE NAME AND RETURN ADDRESS(ES), IF A RETURN ADDRESS IS SHOWN, OF THE SUCCESSOR IN INTEREST TO THE GRANTOR, PURSUANT TO THE DOCUMENT(S) REFERENCED IN EXHIBIT 1, IS:

MARIAN L GRAHAM, TRUSTEE OF THE REVOCABLE LIVING TRUST, 2012
561 N 13TH ST
INDEPENDENCE, OR 97351-9664
(VESTEE)

MARIAN L GRAHAM, TRUSTEE OF THE REVOCABLE LIVING TRUST, 2012
PO BOX 4278
SALEM, OR 97302
(VESTEE)

4. IF APPLICABLE THE NAMES AND RETURN ADDRESS(ES), IF A RETURN ADDRESS IS SHOWN, OF ADDITIONAL PERSONS WHO ARE ENTITLED, UNDER THE OREGON TRUST DEED STATUTES, ORS 86.705 ET SEQ., TO RECEIVE NOTICE OF SALE; PURSUANT TO THE RECORDING REFERENCES OF THE DOCUMENTS SHOWN IN EXHIBIT 1, ARE:

PROPERTY TAX DIVISION, DEFERRAL UNIT
OREGON DEPARTMENT OF REVENUE
PO BOX 14380
SALEM, OR 97309-5075
(REFERS TO ITEM(S) 4,5)

ORDER NO: 160230223

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM
561 N 13TH ST
INDEPENDENCE, OR 97351-9664
(REFERS TO ITEM(S) 13)

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM
C/O GRAHAM LAW GROUP, P.C.
3265 LIBERTY ROAD S.
SALEM, OR 97302
(REFERS TO ITEM(S) 13)

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM
P.O. BOX 4278
SALEM, OR 97302
(REFERS TO ITEM(S) 13)

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.

(JUDICIAL FORECLOSURE, PURSUANT TO ITEMS 1, AND 2, OF THE ASSURANCES ON THE GUARANTEE FACE PAGE)

1. THE VESTEE NAMED IN EXHIBIT 1., PARAGRAPH D. AND PARTIES CLAIMING TO HAVE SOME RIGHT, TITLE OR INTEREST BY REASON OF THE MATTERS SHOWN IN THIS GUARANTEE MAY BE NECESSARY PARTIES DEFENDANT IN A JUDICIAL FORECLOSURE ACTION. THIS COMPANY CANNOT OFFER LEGAL ADVICE AS TO WHOM AMONG THESE PARTIES THE ASSURED MUST NAME AS DEFENDANT, BUT THE GUARANTEE IDENTIFIES THE NAMES AS SHOWN ON ANY EXHIBIT 1 DOCUMENT REFERRED TO HERE.

2. AS OF THE DATE OF THIS GUARANTEE, THE NAMES OF PERSONS APPEARING IN THE PUBLIC RECORD CLAIMING TO HAVE A RIGHT, TITLE, OR INTEREST IN THE LAND SHOWN IN EXHIBIT 1. PARAGRAPH E. ARE AS FOLLOWS:

MARIAN L GRAHAM

MARIAN L GRAHAM, TRUSTEE OF THE REVOCABLE LIVING TRUST, 2012

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM

PROPERTY TAX DIVISION, DEFERRAL UNIT OREGON DEPARTMENT OF REVENUE

3. THE RETURN ADDRESS FOR MAILING AFTER RECORDING, IF A RETURN ADDRESS IS SHOWN, IS SET FORTH AS IT APPEARS ON EACH DOCUMENT REFERRED TO IN EXHIBIT 1, BY SPECIFIC RECORDING INFORMATION, AND AS SHOWN ON THE DOCUMENT OR DOCUMENTS VESTING TITLE AS SHOWN IN EXHIBIT 1, PARAGRAPH D., ARE SHOWN HERE BELOW:

MARIAN L GRAHAM
561 N 13TH ST
INDEPENDENCE, OR 97351-9664
(TRUSTOR)

MARIAN L GRAHAM, TRUSTEE OF THE REVOCABLE LIVING TRUST, 2012
561 N 13TH ST
INDEPENDENCE, OR 97351-9664
(VESTEE)

MARIAN L GRAHAM, TRUSTEE OF THE REVOCABLE LIVING TRUST, 2012
PO BOX 4278
SALEM, OR 97302
(VESTEE)

PROPERTY TAX DIVISION, DEFERRAL UNIT
OREGON DEPARTMENT OF REVENUE
PO BOX 14380
SALEM, OR 97309-5075
(REFERS TO ITEM(S) 4,5)

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM
561 N 13TH ST
INDEPENDENCE, OR 97351-9664
(REFERS TO ITEM(S) 13)

ORDER NO: 160230223

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM
C/O GRAHAM LAW GROUP, P.C.
3265 LIBERTY ROAD S.
SALEM, OR 97302
(REFERS TO ITEM(S) 13)

JACK GRAHAM GUARDIAN FOR MARIAN LAVISA GRAHAM
P.O. BOX 4278
SALEM, OR 97302
(REFERS TO ITEM(S) 13)

(END OF EXHIBIT 2)

ORDER NO: 160230223

EXHIBIT "A"

REF. NO.: 000400-000859

LOT 5, BLOCK 7, ASHBROOK ADDITION PHASE II, IN THE CITY OF INDEPENDENCE, POLK COUNTY, OREGON.

National Title Insurance of New York, Inc.

GUARANTEE – COMBINATION FORM

OREGON

SERVICELINK TITLE COMPANY OF OREGON, LLC
400 CORPORATION DRIVE, ALIQUIPPA, PA 15001
(714) 247-7000 • (800) 323-0165

TRANSMITTAL

TO:

DATE: NOVEMBER 7, 2016

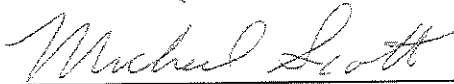
ALDRIDGE | PITE, LLP (FKA PITE DUNCAN) – CLEAR RECON
4375 JUTLAND DRIVE
SAN DIEGO, CA 92117

ATTN:

REF. NO.: 000400-000859
ORDER NO.: 160230223

PLEASE FIND ENCLOSED HEREWITH ITEMS CHECKED BELOW:

- CERTIFIED COPY
- OWNERS POLICY
- ALTA POLICY
- CORRECTED GUARANTEE, POLICY AND/OR ENDORSEMENT
- ENDORSEMENT
- PRELIMINARY REPORT
- SUPPLEMENTAL REPORT
- TRUSTEE'S SALE GUARANTEE (WITH OPTION FOR JUDICIAL FORECLOSURE)



MIKE SCOTT, TITLE OFFICER