

# State suing financial institutions for PERS losses

Oregon is suing Countrywide Financial Corp. of Delaware and its underwriters for misleading investors into buying risky mortgage-backed securities, said state Treasurer Ted Wheeler and Attorney General John Kroger.

That alleged deceit ultimately cost Oregon: The Oregon Public Employee Retirement Fund was induced to invest \$200 million into home loans originated by Countrywide, and lost \$29 million as a result of misrepresentations by Countrywide and its financial underwriters, the lawsuit states.

"Oregon is taking a stand against predatory lenders and the financial wreckage they caused for families and for investors including Oregonians," said Wheeler. "With this lawsuit, we are attempting to recover losses from lenders that took advantage of innocent families, whose only fault was wanting to participate in the American

dream and own a home."

Said Kroger, "Oregon is currently No. 3 nationwide in foreclosures. This lawsuit will hold the responsible companies accountable."

With the action, Oregon is partnering with the Iowa Public Employees' Retirement System, which is the lead plaintiff in the case. Along with the Oregon Public Employee Retirement System, other plaintiffs are the General Board of Pension and Health Benefits of the United Methodist Church and the Orange County Employees' Retirement System.

The lawsuit, filed in federal court in California, accuses Countrywide of violating securities law by making statements to investors that were materially false and misleading because they misrepresented and/or failed to disclose information crucial to investors' ability to accurately assess the risks

of their investments.

According to the lawsuit, from 2005 through 2007, Countrywide was the nation's largest residential mortgage lender originating in excess of \$850 billion in home loans throughout the United States in 2005 and 2006 alone.

The lawsuit alleges that Countrywide's ability to originate residential mortgages on such a massive scale was facilitated, in large part, by its ability to rapidly package -- or "securitize" -- those loans and then, through the activities of the underwriter defendants, sell them to investors as purportedly investment grade mortgage-backed securities.

The suit says that Countrywide provided documents that falsely claimed that all the mortgage loans held in the investment fund met accepted underwriting standards for evaluating prospective buyers' credit history and ability to repay

the loan when in fact they did not.

Countrywide also falsely claimed that its appraisals met acceptable standards designed to insure that the value of the property was adequate collateral for the mortgage, the lawsuit says.

Countrywide Financial Corp. is incorporated in Delaware, but is based in California. The lawsuit also names underwriters Banc of American Securities LLC, Bear & Stearns Co. Inc., BNP Paribas Securities Corp., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., Goldman Sachs & Co., Greenwich Capital Markets Inc., J.P. Morgan Securities Inc., Merrill Lynch Pierce Fenner & Smith Inc., Morgan Stanley & Co. Inc. Barclays Capital Inc., Credit Suisse Securities (USA) LLC, UBS Securities LLC, Countrywide Securities Corp., HSBC Securities (USA) Inc., Edward D. Jones & Co. L.P., and Countrywide Capital Markets.

## LEGAL NOTICE

### IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF JOSEPHINE

In the Matter of the Estate of:  
NEALE EUGENE SHUMAKER,  
Deceased.

Case No. 10P0170  
NOTICE TO INTERESTED  
PERSONS

Notice is hereby given that the undersigned has been appointed and has qualified as the Personal Representative of the estate. All persons having claims against the estate are hereby required to present their claims, with proper vouchers, within four months after the date of first publication of this notice, as stated below, to the Personal Representative at P.O. Box 234, Cave Junction, OR 97523 or the claims may be barred.

All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the court, the Personal Representative, or the attorney for the Personal Representative. Dated and first published July 7, 2010.

Judith Ann Shumaker Adams  
c/o P.O. Box 234  
Cave Junction, OR 97523

Mansfield R. Cleary  
Attorney for the Estate  
P.O. Box 234  
Cave Junction, OR 97523

Publish & Affd.: July 7, July 14, July 21, July 28, 2010

## LEGAL NOTICE

### SUPERIOR COURT OF WASHINGTON FOR GRAYS HARBOR COUNTY JUVENILE DIVISION

In re the Welfare of )  
CAMELLIA J BAINTER ) No. 10-7-00297-3  
D.O.B. 03-17-2005 ) NOTICE AND SUMMONS  
Minor Child. ) BY PUBLICATION  
(Termination)

TO: THOMAS PAUL CARLSON or ANYONE CLAIMING TO BE THE FATHER A Petition to Terminate Parental Rights was filed on June 9, 2010: A Fact Finding hearing will be held on this matter on: WEDNESDAY, AUGUST 4, 2010 AT 10:00 a.m. at the Juvenile Court located at 103 Hagara Street, Aberdeen, WA 98520. **YOU SHOULD BE PRESENT AT THIS HEARING.**

**THE HEARING WILL DETERMINE IF YOUR PARENTAL RIGHTS TO YOUR CHILD ARE TERMINATED. IF YOU DO NOT APPEAR AT THE HEARING THE COURT MAY ENTER AN ORDER IN YOUR ABSENCE TERMINATING YOUR PARENTAL RIGHTS.**

To request a copy of the Notice, Summons, and Termination Petition, call DSHS at 360-537-4300. To view information about your rights in this proceeding, go to: [www.atg.wa.gov/TRM.aspx](http://www.atg.wa.gov/TRM.aspx).

Dated this 15th day of June, 2010 by, CHERYL BROWN, Grays Harbor County Clerk.

Publish & Affd.: July 7, July 14, July 21, 2010

Keep up with the *Illinois Valley News* all week on Facebook:

[www.facebook.com/ivnews](http://www.facebook.com/ivnews)

## PUBLIC NOTICE

**BARGAIN  
STORAGE**  
175 Finch Road  
Kerby, OR 97531  
**Richard Velasquez  
Unit #61**

### Notice

You are hereby notified that your storage unit #61 at Bargain Storage, 175 Finch Road, Kerby, OR will be emptied and its contents sold by sealed bid to the highest bidder. Sale will take place at Bargain Storage, 175 Finch Road, Kerby OR 97531 on Saturday, August 7, 2010 at 10 a.m. Publish: 7/21 & 7/28/2010

## MEETING NOTICE

### KERBY WATER DISTRICT

Monthly Business Meeting  
Wednesday  
July 21, 2010  
6 p.m.  
RCC Belt Building  
In Kerby  
OPEN TO THE PUBLIC

We encourage your participation in this community effort. Progress Reports Questions and Answers

Publish: 7/21/2010

## MISCELLANEOUS

NEW NORWOOD sawmills. Lumber-Mate-Pro handles logs 34" diameter, mill boards 28" wide. Automated quick-cycle-sawing increases efficiency up to 40%! 1-800-661-7746, ext. 300N. [www.NorwoodSawMills.com/300N](http://www.NorwoodSawMills.com/300N) OCAN - 19

Classified ads - only \$4 for first 15 words.

## PERSONAL

**A D O P T I O N - ADOPT.** A happily married couple in their 30's will provide love, laughter, grandma's cookies, financial security for 1st child. Expenses paid. David & Jessica. 1-888-776-6762.

OCAN - 19

### Lose Weight, Feel Great!

TOPS (Take Off Pounds Sensibly). Weight Loss for all sizes. 10:30 a.m. to Noon on Thursdays. United Methodist Church. 541-592-3167

TT-tfc

### DRINKING PROBLEM ?

AA CAN HELP  
Call 541-592-2901  
or 541-761-4115  
\*\*\*

### CJ Meetings:

**Immanuel  
Methodist Church**  
Mon 7-8 p.m.  
Wed 7-8 p.m.  
Thurs 7 p.m.  
Sat 7 p.m.  
Sun 7 p.m.  
**St. Matthias  
Church**  
Tues 7 p.m.  
Wed 7 p.m. Men  
Sat 10 a.m. Women

### AL-ANON Family Group

I.V. Senior Center  
Wed 7-8 p.m.  
AA-tfc

## ILLINOIS VALLEY MINI STORAGE

6'x12' - \$30  
8'x12' - \$45  
10'x12' - \$55  
541-592-2878 or  
541-450-8777

102 S. CAVES AVE.

## LEGAL NOTICE

TRUSTEE'S NOTICE OF SALE T.S. No.: OR-09-268833-SH Reference is made to that certain deed made by Jeffrey A Lockyer Sherry R Lockyer, husband and wife as tenants by the entirety as Grantor to First American Title Insurance Company, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Homecomings Financial, LLC (F/K/A Homecomings Financial Network, Inc.), as Beneficiary, dated 8/22/2007, recorded 08/23/2007, in official records of Josephine County, Oregon, in book/reel/volume No. xxx, at page No. xxx fee/file/instrument/microfile/reception No. 2007-016617 covering the following described real property situated in said County and State, to wit: APN: R308997 Please See Attached Exhibit "A" Real property in the County of Josephine, State of Oregon, described as follows: A parcel of land in the Southwest Quarter of the Northwest Quarter of Section 15, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County Oregon, described as follows: Commencing at the Southeast Corner of said Southwest Quarter of the Northwest Quarter; thence along the South line of said Southwest Quarter of the Northwest Quarter South 89°27'03" West 20.00 feet to an iron rod on the West right of way line of Jones Creek Road; thence along said right of way line North 0°34'40" West 710.00 feet; thence around a 15.00 foot radius curve to the right, the long chord of which bears South 44°26'11" West 21.21 feet to an iron rod on the North right of way line of Richland Drive; thence along said North right of way line, South 89°27'03" West 185.00 feet to an iron rod being the true point of beginning; thence continue along said North right of way line South 89°27'03" West 170.00 feet; thence North 0°34'40" West 260.00 feet; thence North 89°27'03" East 170.00 feet; thence South 0°34'40" East 260.00 feet more or less, to the point of beginning. Note: This legal description was created prior to January 1, 2008. Tax Parcel Number: R308997 Commonly known as: 100 Richland Drive Grants Pass, OR 97526 Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735 (3) of Oregon Revised Statutes; the default for which the foreclosure is made is the grantor's: The installments of principal and interest which became due on 1/1/2009, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Monthly Payment \$1,774.29 Monthly Late Charge \$88.71 By this reason of said default the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: The sum of \$236,981.79 together with interest thereon at the rate of 7.2500 per annum from 12/1/2008 until paid; plus all accrued late charges thereon; and all

trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that, First American Title Insurance Company, the undersigned trustee will, on 10/28/2010, at the hour of 01:00 PM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at At the front door to the Josephine County Courthouse, 500 NW 6th Street Grants Pass, OR County of Josephine, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information Call: 714-573-1965 or Login to [www.priorityposting.com](http://www.priorityposting.com). In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by First American Title Insurance Company. If there are any irregularities discovered within 10 days of the date of this sale, that the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. NOTICE TO RESIDENTIAL TENANTS The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/28/2010. 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 A 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 a 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 9/28/2010 (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 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 OR RENT YOU PREPAID 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 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 or are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. Oregon State Bar (503) 684-3763; (800) 452-7636 Legal assistance: [www.lawhelp.org/or/index.cfm](http://www.lawhelp.org/or/index.cfm) Dated: 6/21/2010 First American Title Insurance Company, as Trustee 3 First American Way Santa Ana, CA 92707 Signature By: Brooke Frank, Assistant Secretary Quality Loan Service Corp. of Washington, as agent for First American Title Insurance Company 2141 5th Avenue San Diego, CA 92101 619-645-7711 For Non-Sale Information: Quality Loan Service Corp. of Washington 2141 5th Avenue San Diego, CA 92101 619-645-7711 Fax: 619-645-7716 If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. This Office is attempting to collect a debt and any information obtained will be used for that purpose. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. P716198

Publish & Affd.: 6/30, 7/7, 7/14, 7/21/10