

MTTC 88529

2011-004644

Klamath County, Oregon



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04/11/2011 03:08:30 PM

Fee: \$57.00

**SECOND AFFIDAVIT OF MAILING OF NOTICE OF SALE**

STATE OF OREGON            )  
  ) ss.  
COUNTY OF LANE         )

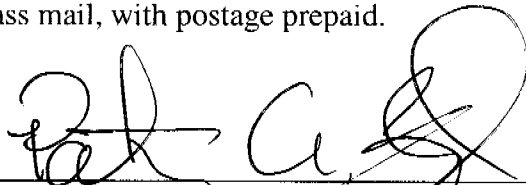
I, PATRICK A. LYND, attorney for NANCY K. CARY, being first duly sworn, depose and say:

1. I am the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.

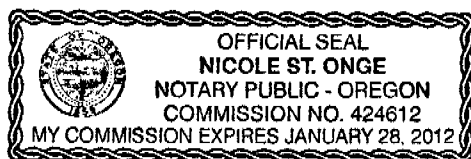
2. I served the attached Trustee's Notice of Sale upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on April 8, 2011:

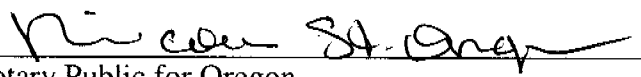
Kent Pederson  
Carter-Jones Collection Service, Inc.  
1143 Pine Street  
Klamath Falls, OR 97601

3. The above copies were enclosed in sealed envelopes addressed to the parties named above at the addresses set forth below their names which, to the best of my knowledge, were their last known addresses as of the date of mailing. The copies were mailed by certified mail, return receipt requested, and by first class mail, with postage prepaid.

  
\_\_\_\_\_  
Patrick A. Lynd, attorney for Nancy K. Cary,  
Trustee

Signed and sworn to before me on April 8, 2011, by PATRICK A. LYND, attorney for NANCY K. CARY.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 01/28/12

5/11/11  
SECOND AFFIDAVIT OF MAILING

The following Trustee's Notice of Sale is served on you by certified mail, return receipt requested pursuant to ORS Chapter 86, requiring notice of the foreclosure to be given to the grantor of the trust deed, to certain successors in interest of the grantor and junior lien holders, and to the occupants of the property.

TO:

**AMENDED TRUSTEE'S NOTICE OF SALE AFTER RELIEF FROM STAY**

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

1. **PARTIES:**  
Grantor: LEONARD P. SILVA AND ROBYN L. SILVA  
Trustee: ASPEN TITLE & ESCROW, INC.  
Successor Trustee: Nancy K. Cary  
Beneficiary: OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT,  
STATE OF OREGON, as assignee of, SIUSLAW BANK
2. **RECORDING.** The Trust Deed was recorded as follows:  
Date Recorded: February 28, 2008  
Recording No.: 2008-002491  
Official Records of Klamath County, Oregon
3. **DESCRIPTION OF PROPERTY:** The real property is described as follows:  
  
As described on the attached Exhibit A.
4. **DEFAULT.** The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A payment of \$1,210.00 for the month of June 2010, plus regular monthly payments of \$1,210.00 each, due the first of each month, for the months of July 2010 through February 2011; plus late charges and advances; plus any unpaid real property taxes, plus interest.
5. **AMOUNT DUE.** The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$180,011.47; plus interest at the rate of the rate of 5.1250% per annum from May 1, 2010; plus late charges of \$454.39; plus advances and foreclosure attorney fees and costs.
6. **SALE OF PROPERTY.** The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.
7. The Notice of Default and original Notice of Sale stated that the sale would be held on March 3, 2011 at 11:00 a.m., at Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon. The original sale proceedings were stayed by order of the Bankruptcy Court and the stay was terminated on February 8, 2011.
8. **TIME OF SALE.**  
Date: April 28, 2011  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon
9. **RIGHT TO REINSTATE.** Any person named in ORS 86.753 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due, other than such portion of the principal as would not then be due had no default occurred, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in

enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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#### NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 28, 2011. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant.

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

#### FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

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

#### STATE LAW NOTIFICATION REQUIREMENTS

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

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

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

The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than March 29, 2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

#### ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

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You may reach the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344

DATED: February 9, 2011.

*/s/ Nancy K. Cary*

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Nancy K. Cary, Successor Trustee  
HERSHNER HUNTER, LLP  
P.O. Box 1475  
Eugene, OR 97440

(TS #07754.30322)

FAIR DEBT COLLECTION PRACTICES ACT NOTICE  
This communication is from a debt collector.

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

The following described real property in the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning at a point 1500 feet East and 786 feet North of an iron pin driven into the ground near the Southwest corner of the said Northwest quarter, on the property of Otis V. Saylor, which pin is 30 feet East of the center of a road intersecting the Klamath Falls - Lakeview Highway from the North and 30 feet North of the center of said Highway; thence East 150 feet to a point; thence North 100 feet to a point; thence West 150 feet to a point; thence South 100 feet to the place of beginning.

**PARCEL 2**

A parcel of land lying in the NW 1/4 of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point 1,320 feet East and 786 feet North of an iron pin driven into the ground near the Southwest corner of the said NW 1/4 on the property of Otis V. Saylor, which pin is 30 feet East of the center of a road intersecting the Klamath Falls - Lakeview Highway from the North and 30 feet North of the center of said Highway; thence East 180 feet; thence North 100 feet; thence West 180 feet; thence South 100 feet to the point of beginning.

TOGETHER WITH a non-exclusive roadway easement over a strip of land commencing at the Northwest corner of the above tract; thence West 180 feet; thence North 15 feet; thence East 200 feet; thence South 15 feet; thence West 20 feet to said Northwest corner.

TOGETHER WITH the following described non-exclusive roadway easement:

Beginning at an iron pin driven into the ground near the Southwest corner of the Northwest quarter of of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor, which pin is 30 feet East of the center of a road intersecting the Klamath Falls - Lakeview Highway from the North and 30 feet North of the center of said highway; thence East 1510 feet and North 886 feet to the true point of beginning; said true point of beginning being the Southeast corner of 15 foot easement conveyed to Saylor; thence North 15 feet; thence East 130 feet; thence South 15 feet; thence West 130 feet to the true point of beginning.