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NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

2012-007272

Klamath County, Oregon



00120651201200072720050059

07/02/2012 03:25:27 PM

Fee: \$57.00

SPACE RESERVED
FOR
RECORDER'S USE

Big Springs Market, Inc.

31880 Hwy 70

Bonanza, OR 97623

Grantor's Name and Address*

James R. Uerlings*

803 Main Street, Ste 201

Klamath Falls, OR 97601

Trustee's Name and Address*

Lori M. Haury

PO Box 518

Bonanza, OR 97623

Beneficiary's Name and Address*

After recording, return to (Name and Address):

James R. Uerlings

803 Main Street, Ste 201

Klamath Falls, OR 97601

*ORS 205 requires the first page of a recorded document to show the names and addresses of all parties. Use Stevens-Ness Form No. 1256, Cover Sheet for Instrument to be Recorded, if you need additional space.

STATE OF OREGON, County of Klamath) ss.I, Julie A. Stenkamp, being first duly sworn, depose, and say:

At all times hereinafter mentioned, I was and now am a resident of the State of Oregon; a competent person over the age of eighteen years, and not the beneficiary named in the attached original notice of sale given under the terms of that certain deed described in the notice of sale.

I gave notice of the sale of the real property described in the attached trustee's Notice of Sale by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses:

Name

Address

See Exhibit A, attached hereto and incorporated by this reference.

Said Trustee's Notice of Sale was an Amended Trustee's Notice of Sale given after relief from the automatic stay under ORS 86.755(12) and (13).

*James R. Uerlings was appointed Successor Trustee on March 23, 2010, recorded on March 39, 2010, Records of Klamath County, Oregon, Instrument No. 2010-003810.

These persons include (a) the grantor in the trust deed; (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed, if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest; (d) any person requesting notice as set forth in ORS 86.785; and (e) if the owner of the subject real property dies and the property is also subject to a transfer on death deed, the beneficiary or beneficiaries designated under the transfer on death deed.*

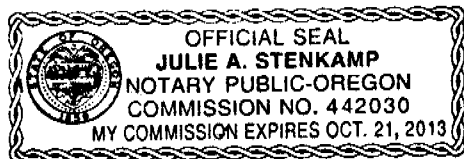
Each of the notices so mailed was certified to be a true copy of the original notice of sale by _____

James R. Uerlings

_____, attorney for the trustee named in the notice. Each such

copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on June 5, 2012. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt, with postage thereon in an amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in the notice of sale was recorded.

As used herein, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor, as well as any other person owing an obligation, the performance of which is secured by the trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any, "person" includes a business or other entity, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.



SIGNED AND SWORN TO before me on

June 2, 2012

by

James R. UerlingsJulie A. Stenkamp

Notary Public for Oregon - My commission expires

10/21/2013

* More than one form of affidavit may be used when the parties are numerous or when the mailing is done on more than one date. Pursuant to ORS 86.740(2), a notice served by mail in accordance with ORS 86.740(1) is effective when the notice is mailed.
PUBLISHER'S NOTE: An original notice of the sale, bearing the trustee's actual signature, should be attached to the foregoing affidavit.

EXHIBIT A
Service by 1st Class and Certified Mail

	<u>Name</u>	<u>Last Known Address</u>
1)	Mike Laidet	PO Box 301 Bonanza, OR 97623
2)	Kathy Laidet	PO Box 301 Bonanza, OR 97623
3)	Bonanza Big Springs Market, Inc.	PO Box 306 Bonanza, OR 97623
4)	Linda Amadec	c/o John R. Hanson Attorney at Law 800 West 8th Street Medford, OR 97501-2906
5)	Central Point Masonic Lodge #135	PO Box 3761 Central Point, OR 97502
6)	Central Point Masonic Lodge #135	c/o Leland Stickney, Reg. Agt. 2418 Thorn Oak Drive Medford, OR 97501
7)	Medford Lodge #103	Attn: Roland Kari 975 N Phoenix Road Medford, OR 97504
8)	City of Bonanza	PO Box 297 Bonanza, OR 97623
9)	USA, Internal Revenue Service	Small Business / Self Employed Area #6 IRS Advisory Group 915 2nd Avenue, M/S W245 Seattle, WA 98174
10)	IRS Collection Advisory Group	915 2nd Avenue, M/S W245 Seattle, WA 98174
11)	Vicki Beck	930 East Main Street Klamath Falls, OR 97601

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AMENDED* TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Big Springs Market, Inc.

_____ as grantor,
 to First American Title** _____ as trustee,
 in favor of Mark S. Gillispie (decd) and Lori M. Gillispie, nka, Lori M. Haury _____ as beneficiary,
 dated April 1, 2004 _____, recorded on April 13, 2004 _____, in the Records of
Klamath _____ County, Oregon, in ~~Book~~ ~~Tract~~ ☒ volume No. M04 _____ at page 21100 _____,
~~and/or as~~ ~~the~~ ~~instrument~~ ~~microfilm~~ ~~reception~~ ~~no~~ _____ (indicate which), covering the following
 described real property situated in that county and state, to-wit:

See Exhibit A, attached hereto and incorporated by this reference.

*Original sale date set for May 1, 2012 at 11:00 a.m. stayed by bankruptcy filing of
 Mike Laidet and Kathy Laidet on April 30, 2012. Automatic stay terminated June 5, 2012

**James R. Uerlings appointed as Successor Trustee on March 23, 2010; recorded on March 29,
 2010 in the Records of Klamath County, Oregon, Instrument No. 2010-003810.

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed
 and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is
 made in grantor's failure to pay when due the following sums:

See Exhibit B, attached hereto and incorporated by this reference.


By reason of the default just described, the beneficiary has declared all sums owing on the obligation secured by the trust
 deed immediately due and payable, those sums being the following, to-wit:

WHEREFORE, notice is hereby given that the undersigned trustee will on June 29, 2012 _____, at the hour
 of 10 _____ o'clock, A _____ M., in accord with the standard of time established by ORS 187.110, at
803 Main Street, Ste 201 _____

in the City of Klamath Falls _____, County of Klamath _____, State of Oregon, sell at public
 auction to the highest bidder for cash the interest in the real property described above which the grantor had or had power to convey
 at the time of the execution by grantor of the trust deed together with any interest which the grantor or grantor's successors in interest
 acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of
 the sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.753 has the right, at
 any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed rein-
 stated 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) and by curing any other default complained of herein that is capable of being cured by tendering the per-
 formance required under the obligation or trust deed, and in addition to paying those sums or tendering the performance necessary
 to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee
 and attorney fees not exceeding the amounts provided by ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor
 as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and
 "beneficiary" include their respective successors in interest, if any.

DATED JUNE 5, 2012 _____


 James R. Uerlings, Successor Trustee

_____, Trustee

803 Main Street, Ste 201 _____

ADDRESS

Klamath Falls, OR 97601 _____

CITY

STATE

541.884.8101 _____

ZIP

PHONE

I certify that I am the attorney or one of the attorneys for the above named trustee and that the foregoing is a complete and
 exact copy of the original trustee's notice of sale.

(CONTINUED)

Attorney for Trustee



NOTICE TO RESIDENTIAL TENANTS*

June 29, 2012

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for (date) _____.

The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting 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 bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. 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 new owner that 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 after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner 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 new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD 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.

SERVE** _____

*ORS 86.750(2)(b) states, in relevant part: "The copy of the notice of sale required to be published *** does not need to include the notice to tenants required under ORS 86.745(9)."

**If the foregoing is a copy to be served pursuant to ORS 86.740 or ORS 86.750(1), fill in the name and address of party to be served. Pursuant to ORS 86.740(2), a notice served by mail in accordance with ORS 86.740(1) is effective when the notice is mailed. The effective date of a notice served on an occupant of the premises in accordance with ORS 86.750 is the date of personal service pursuant to ORS 86.750(1)(a) or the date of first posting pursuant to ORS 86.750(1)(b)(A).

Exhibit A

The Easterly 100 feet of Lots 8, 9 and 10, and all of Lots 1 and 2 in Block 5 of the Town of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Exhibit B

- 1) Failure to pay full balance due of principal and interest on 04/01/09, plus monthly late fees of \$75.17 from 11/03/11 until paid.
- 2) Failure to pay property taxes as due, plus interest as charged by Klamath County.
- 3) Costs/fees incurred by beneficiary due to failure to make payments on first trust deed as due of \$2,880.00, plus \$90 per month thereafter, plus attorney fees, trustee fees, title fees, and other expenses of foreclosure and default.
- 4) Failure to pay insurance and provide proof to Grantor.

Exhibit C

- 1) \$223,001.08 plus interest at 7.5% per annum from 12/09/11 until paid.
- 2) Late fees of \$75.17, plus \$75.17 per month from 12/09/11 until paid.
- 3) Property taxes plus interest as charged by Klamath County.
- 4) Costs/fees incurred by beneficiary due to failure to make payments as due of \$2,880.00, plus \$90 per month thereafter, plus attorney fees and expenses incurred by beneficiary due to Grantor's failure to make payments on the first trust deed.
- 5) Beneficiary's attorney fees, collection costs and title fees; Trustee's fees, collection costs and title report fees.