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2012-008379
Klamath County, Oregon

After recording, return to:
ROBERT A. SMEJKAL, P.C.
PO Box 1758
Eugene, OR 97440



07/31/2012 03:25:41 PM Fee: \$72.00

Grantor:
STACIE L. ALBERTS
875 Fairway View Drive
Eugene, OR 97401

Trustee:
ROBERT A. SMEJKAL
PO Box 1758
Eugene, OR 97440

Beneficiaries:
RICHARD T. HAUN
ROGENE C. MANAS
PO Box 182
Walterville, OR 97489

RECORDING COVER SHEET

Robert A. Smejkal, the Trustee herein, hereby requests that First American Title Insurance Company record, in the Records of Klamath County, Oregon, as one complete document, the following documents:

1. Affidavit of Mailing Notice of Postponement and Amended Trustee's Notice of Sale; and
2. Amended Trustee's Notice of Sale.

DATED this 26th day of July, 2012.

Requested by:
Robert A. Smejkal, Trustee
PO Box 1758
Eugene, OR 97440
Telephone: (541) 345-3330

F.
77.00

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**AFFIDAVIT OF MAILING NOTICE OF POSTPONEMENT AND
AMENDED TRUSTEE'S NOTICE OF SALE**

STATE OF OREGON, County of Lane) ss.

I, ROBERT A. SMEJKAL, being first duly sworn, depose and say that:

At all times hereinafter mentioned, I was and am a resident of the State of Oregon, a competent person over the age of eighteen years, and not one of the Beneficiaries nor the Beneficiaries' successor in interest named in the attached original Amended Trustee's Notice of Sale given under the terms of that certain Trust Deed described in the Amended Trustee's Notice of Sale.

I gave notice of postponement of the sale of the real property described in the attached Amended Trustee's Notice of Sale by mailing copies of a letter and the Amended Trustee's Notice of Sale by both first class and certified mail, with return receipt requested, to each of the following persons at their respective last known addresses, to-wit:

Name	Address	Date
Stacie L. Alberts	17750 Highway 58 Crescent Lake, OR 97733	July 25, 2012

Stacie L. Alberts

875 Fairway View Drive
Eugene, OR 97401

July 25, 2012

Todd M. Alberts

17750 Highway 58
Crescent Lake, OR 97733

July 25, 2012

Todd M. Alberts

PO Box 10545
Eugene, OR 97440

July 25, 2012

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 Beneficiaries 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 Beneficiaries has actual notice of the lien or interest; and (d) any person requesting notice as set forth in ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original Amended Trustee's Notice of Sale by ROBERT A. SMEJKAL, 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 Eugene, Oregon, on the date or dates indicated herein. 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 was recorded.

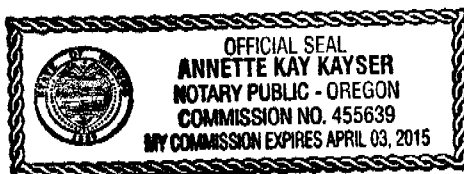
As used herein, the singular includes the plural, "Trustee" includes a successor trustee, and "person" includes a corporation and any other legal or commercial entity.

Robert A. Smejkal

ROBERT A. SMEJKAL

STATE OF OREGON, County of Lane) ss.

SUBSCRIBED AND SWORN to before me this 25th day of July, 2012, by ROBERT A. SMEJKAL.



Annette Kay Kayser
NOTARY PUBLIC FOR OREGON

AMENDED TRUSTEE'S NOTICE OF SALE

The Trustee, under the terms of the Trust Deed described herein, at the direction of the Beneficiaries, hereby elects to sell the property described in said Trust Deed to satisfy the obligations secured thereby.

A. PARTIES TO THE TRUST DEED:

Grantor: STACIE L. ALBERTS
Trustee: ROBERT A. SMEJKAL, Attorney at Law
Beneficiaries: RICHARD T. HAUN and ROGENE C. MANAS,
husband and wife or the survivor

B. DESCRIPTION OF THE PROPERTY:

"A portion of the SW1/4 of Section 17, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, more particularly described as follows:

All of that portion of the SW1/4 of Section 17, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon situated on the Southwesterly side of the Southwesterly line of Highway right of way of Oregon State Highway 58, EXCEPT a rectangular portion commencing at a point where the North-South center line of said Section 17 intersects the Southwesterly line of the highway right of way of Oregon State Highway 58; thence along the Southwesterly line of said right of way in a generally Northwesterly direction a distance of 850 feet to a point which is the true point of beginning; thence at right angles to said highway right of way in a generally Southwesterly direction 250 feet to a point; thence at right angles to said last course in a generally Northwesterly direction a distance of 175 feet to a point; thence at right angles to said last course and in a generally Northwesterly direction a distance of 250 feet, more or less, to the said Southwesterly right of way line of said Oregon State Highway 58; thence along said Southwesterly line of said right of way in a generally Southeasterly direction a distance of 175 feet, more or less, to the point of beginning."

C. TRUST DEED INFORMATION:

Dated: July 2, 2008
Recording Date: July 2, 2008
Recording No.: 2008-9662
Recording Place: Records of Klamath County, Oregon.

D. DEFAULT: The Grantor is in default and the Beneficiaries elect to foreclose the Trust Deed by reason of the Grantor's failure to pay monthly payments in the amount of \$2,500.00 each, commencing with the payment due October 2, 2009, and continuing each month thereafter.

E. AMOUNT DUE: By reason of the default, the Beneficiaries have declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the principal amount of \$250,000.00, plus interest at the rate of 12% per

annum from September 2, 2009, until paid; plus late fees, foreclosure costs and attorney fees, and amounts, if any, advanced by the Beneficiaries pursuant to the terms of the Trust Deed and/or applicable law.

- F. ELECTION TO SELL:** NOTICE IS HEREBY GIVEN that the Beneficiaries and the Trustee, by reason of said default, have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes §86.705 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in said described property which Grantor had, or had the power to convey, at the time of the execution of the Trust Deed, together with any interest the Grantor or successor in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed together with the expenses of sale, including the compensation of the Trustee as provided by law, and the reasonable fees of the Trustee's attorney.
- G. DATE, TIME AND PLACE OF SALE:**
Date & Time: October 23, 2012, at 1:00 p.m.
Place: Inside the front entrance of the Klamath County Courthouse,
316 Main Street, Klamath Falls, Oregon
- H. RIGHT TO REINSTATE:** NOTICE IS FURTHER GIVEN that at any time prior to five (5) days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee of the entire amount then due (other than a 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 performance required under the obligation or Trust Deed, and in addition to paying said sums or by tendering the performance necessary to cure the default, by paying all costs and expenses to the Trustee actually incurred by the Beneficiaries and the Trustee in enforcing the obligation and Trust Deed, together with the Trustee's fees and attorney's fees.
- I. NOTICE:** The Federal Fair Debt Practices Act requires we state that this is an attempt to collect a debt and any information obtained will be used for that purpose.
- J. MISCELLANEOUS:** 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 "Beneficiaries" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for October 23, 2012. 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.

You may have additional rights under ORS 86.755(5) and under federal law.

Oregon State Bar
Lawyer Referral Service
16037 SW Upper Boones Ferry Road
Tigard, OR 97224

Legal Aid Services of Oregon
Klamath Falls Regional Office
403 Pine Street, Suite 250
Klamath Falls, OR 97601

Mailing address:
P.O. Box 231935
Tigard, OR 97281-1935


(541) 273-0533
Monday - Friday, 9:00 a.m. to 5:00 p.m.
Intake hours limited to Tuesday – Thursday,
10:00 a.m. to 12:00 p.m. & 1:00 p.m. to 4:00 p.m.

(503) 684-3763
(800) 452 7636 Toll-free
9:00 a.m. to 5:00 p.m. weekdays

<http://www.oregonlawhelp.org/Program/4773/index.cfm>
<http://www.oregonlawhelp.org>

<http://www.osbar.org/public/ris/ris.html>

DATED: July 25, 2012



Robert A. Smejkal, Trustee
800 Willamette Street, Suite 800
Eugene, OR 97401
Telephone: (541) 345-3330
Fax: (541) 484-0536

STATE OF OREGON, County of Lane) ss.

I, the undersigned, certify that I am the attorney for the above named Trustee, and that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.

Attorney for said Trustee