

RECORDING COVER PAGE

PER ORS 205.234

PLEASE FILL OUT
COMPLETE AND LE

2012-010573

Klamath County, Oregon



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09/25/2012 11:08:06 AM

Fee: \$52.00

THIS COVER PAGE HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING.
ANY ERRORS IN THIS COVER PAGE DO NOT AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO:

NAME AND ADDRESS OF THE PERSON AUTHORIZED TO RECEIVE THE
INSTRUMENT AFTER RECORDING AS REQUIRED BY ORS 205.180(4)
AND ORS 205.238.

PATRICK KELLY, Atty
717 NW 5th St, Grants Pass, OR 97526

1. NAME OF THE TRANSACTION (S), DESCRIBED IN THE ATTACHED INSTRUMENT(S) AND REQUIRED BY ORS 205.234(A).

NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer encumbrance or release affecting title to or an interest in real property".

Affidavit of Publication

2. Grantor/Direct (s) as described in ORS 205.160.

DWH Development LLC
1125 AVE. "C", Suite A
White City, OR 97503

3. Grantee/indirect (s) as described in ORS 205.160.

ROBERT B & DORIS ALBUP
PO Box 2053
Harbor, OR 97415

4. TRUE AND ACTUAL CONSIDERATION PAID for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.

5. UNTIL A CHANGE IS REQUESTED, All Tax Statements shall be sent to the following name and address:

for instruments conveying or contracting to convey fee title to any real estate reference ORS 93.260

Same as Record

6. SATISFACTION OF ORDER OR WARRANT ORS 205.234 (1) (f).

FULL _____ PARTIAL _____

7. LIEN DOCUMENTS: ORS 205.234 (1) (f). Amount of Lien \$ _____

Affidavit of Publication

**STATE OF OREGON,
COUNTY OF KLAMATH**

I, Heidi Wright, Publisher,
being first duly sworn, depose and say
that I am the publisher of the Herald and News
a newspaper in general circulation, as
defined by Chapter 193 ORS, printed and
published at 2701 Foothills Blvd., Klamath
Falls, OR 97603 in the aforesaid county and
state; that I know from my personal
knowledge that the

Legal # 14497

Sale - DWH Development

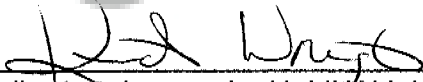
a printed copy of which is hereto annexed,
was published in the entire issue of said
newspaper for: (4)

Four

Insertion(s) in the following issues:

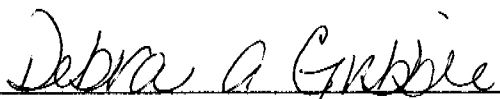
August 01, 08, 15, 22, 2012

Total Cost: \$2,630.00



Subscribed and sworn by Heidi Wright

before me on: August 22, 2012



Notary Public of Oregon

My commission expires on May 15, 2016



PUBLICATION NOTICE - ALLSUP/DWH DEVELOPMENT:

CONTINUED

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 30 or 60 days. 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 30 or 60 days. 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.

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

Trustee is a debt collector. This communication is an attempt to collect a debt and any information obtained will be used for that purpose

DATED: April 17, 2012

/s/PATRICK J. KELLY, OSB #752882

Attorney at Law

717 NW Fifth St., Grants Pass, OR 97126 (503) 474-1908

State of Oregon, County of Joseph

I, the undersigned, 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.

/s/PATRICK J. KELLY Attorney for Trustee

#14497 August 01, 08, 15, 22, 2012.

PUBLICATION NOTICE - ALLSUP/DWH DEVELOPMENT:

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by DWH Development, LLC, or assigns, as Grantors, to Curry County Title Inc., as Trustee, in favor of Robert B and Doris Allsup, husband and wife, as Beneficiary, dated August 9, 2007, recorded on August 17, 2007, in the Official Records of Klamath County, Oregon, in, as Document #2007-014562, covering the following described real property situated in that county and state, to-wit:

Lot 35, Block 1, LAKEWOODS SUBDIVISION UNIT NO. 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Said real property is commonly known as: 7900 Dead Indian Memorial Road, and 41734 Timber Circle, Klamath Falls, Oregon 97601.

PATRICK J. KELLY, Attorney at law, OSB #79-2882, is now the Successor Trustee. His office is located at 717 NW Fifth St., Grants Pass, OR 97526. His telephone number is (541) 474-1908.

The beneficiary's interest in said trust deed was assigned to: None

Both the beneficiary and/or 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:

The unpaid principal balance in the amount of \$400,000.00 with interest thereon at 7% per annum from August 9, 2007 until paid, plus late charges of \$80,000.00.

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

The unpaid principal balance in the amount of \$400,000.00 with interest thereon at 7% per annum from August 9, 2007 until paid, plus late charges of \$80,000.00.

WHEREFORE, notice is hereby given that on August 21, 2012, at the hour of 1:30 o'clock, pm, in accord with the standard of time established by ORS 187.110, at Front entrance of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, the interest in the real property described above which the grantor had or had power to convey at the time the grantor executed the trust deed together with any interest which the grantor or grantors successors in interest acquired after the execution of the trust deed will be sold by the undersigned trustee at public auction to the highest bidder for cash 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 that the right exists under ORS 86.753 to have the proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with costs, trustee's fees and attorney fees, and by curing any other default complained of in the notice of default, at any time that is not later than five days before the date last set for the sale.

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 owning 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.

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for AUGUST 21, 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 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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 30 days, even though you have a fixed term lease with more than 30 days left. You must be provided with at least 30 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.