

151 1948846

**RECORDING COVER SHEET**  
**Pursuant to ORS 205.234**

**2013-001813**  
**Klamath County, Oregon**  
**02/19/2013 12:21:37 PM**  
**Fee: \$137.00**

After recording return to:  
 Jesús Miguel Palomares  
 Successor Trustee and Attorney  
 111 S.W. Fifth Avenue, #3400  
 Portland, Oregon 97204-3699

Document(s) Being Recorded:	1. Affidavit of Mailing Trustee's Notice of Sale (with original Trustee's Notice of Sale attached)
Indirect/Grantee(s):	Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603
Director/Grantor(s):	Jesús Miguel Palomares, successor trustee, Miller Nash LLP, 111 SW 5 <sup>th</sup> Ave, #3400, Portland, OR 97204
Document(s) Being Recorded:	2. Affidavit of Service (3135 Sunset Court, Klamath Falls, Oregon)
Indirect/Grantee(s):	Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603
Director/Grantor(s):	Nationwide Process Service, Inc., 300 Century Tower, 1201 S.W. 12 <sup>th</sup> Avenue, Portland, Oregon 97205
Document(s) Being Recorded:	3. Affidavit of Mailing (3135 Sunset Court, Klamath Falls, Oregon)
Indirect/Grantee(s):	Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603
Director/Grantor(s):	Nationwide Process Service, Inc., 300 Century Tower, 1201 S.W. 12 <sup>th</sup> Avenue, Portland, Oregon 97205
Document(s) Being Recorded:	4. Affidavit of Service (1431 Avalon Street, Klamath Falls, Oregon)
Indirect/Grantee(s):	Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603
Director/Grantor(s):	Nationwide Process Service, Inc., 300 Century Tower, 1201 S.W. 12 <sup>th</sup> Avenue, Portland, Oregon 97205
Document(s) Being Recorded:	5. Affidavit of Mailing (1431 Avalon Street, Klamath Falls, Oregon)
Indirect/Grantee(s):	Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603
Director/Grantor(s):	Nationwide Process Service, Inc., 300 Century Tower, 1201 S.W. 12 <sup>th</sup> Avenue, Portland, Oregon 97205
Document(s) Being Recorded:	6. Affidavit of Publication
Indirect/Grantee(s):	Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603
Director/Grantor(s):	Herald and News, 2701 Foothills Blvd., Klamath Falls, Oregon 97603

Trust Deed Recorded: 5/2/2003 in Volume M03 at page 29095  
 Grantor: Applegate Development Corporation, 7649 Booth Road, Klamath Falls, Oregon 97603  
 Beneficiary: Sterling Savings Bank, dba Sterling Bank, successor in interest to Klamath First Federal Savings and Loan Association, 111 N. Wall, Spokane, Washington 99201

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

211020-0029/PDXDOCS:1992427.1

F 131-

After Recording Return To:  
Jesús Miguel Palomares  
Successor Trustee and Attorney  
Miller Nash LLP  
111 S.W. Fifth Avenue, Ste. 3400  
Portland, Oregon 97204-3699

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE**

STATE OF OREGON                     )  
  ) SS  
COUNTY OF MULTNOMAH         )

I, Jesús Miguel Palomares, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned, I was and now am a competent person over the age of eighteen years and not the beneficiary or its successor in interest named in the attached original trustee's notice of sale given under the terms of that certain deed of trust described in the Notice (the "Trust Deed").

I gave notice of the sale of the real property described in the attached trustee's notice of sale by mailing true copies thereof by both first-class and certified mail with return receipt requested to each of the following persons, at their respective last-known addresses on October 22, 2012, as follows:

All Occupants  
3135 Sunset Court  
Klamath Falls, OR 97603

All Occupants  
1431 Avalon Street  
Klamath Falls, OR 97603

Applegate Development Corporation  
7649 Booth Road  
Klamath Falls, OR 97603

Applegate Development Corporation  
1431 Avalon Street  
Klamath Falls, OR 97603

Applegate Development Corporation  
c/o Donald Crane—Registered Agent  
635 Main Street  
Klamath Falls, OR 97601

Applegate Development Corporation  
c/o David S. MacIvor  
7649 Booth Road  
Klamath Falls, OR 97603

David S. MacIvor  
7649 Booth Road  
Klamath Falls, OR 97603

Terry Kawell  
7050 Adams  
Colton, CA 92324

Vincent Dutcher, Jr.  
4657 Sunset Drive  
Sacramento, CA 95822

Marvin Williams  
13113 Swan Lake Road  
Klamath Falls, OR 97603

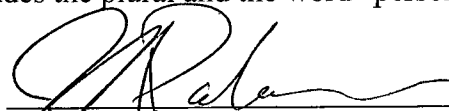
Monte Young  
5145 Lombardy Lane  
Klamath Falls, OR 97603

Klamath County Tax Assessor  
305 Main Street  
Klamath Falls, OR 97601

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; and (d) any person requesting notice as set forth in ORS 86.785.

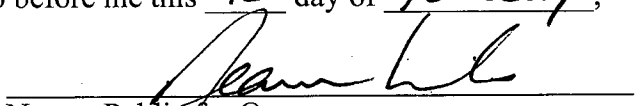
Each notice so mailed was certified to be a true copy of the original trustee's notice of sale. Each true copy of said trustee's notice of sale was mailed in a sealed envelope with postage thereon fully prepaid and deposited in the United States Post Office at Portland, Oregon. Each true copy of said trustee's notice of sale was mailed after the notice of default and election to sell was recorded.

As used herein, the singular includes the plural and the word "person" includes a corporation and any other legal entity.

  
\_\_\_\_\_  
Jesús Miguel Palomares

SUBSCRIBED AND SWORN to before me this 15 day of February,  
2013, by Jesús Miguel Palomares.



  
\_\_\_\_\_  
Notary Public for Oregon

## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain deed of trust (the "Trust Deed") dated **May 1, 2003**, executed by **Applegate Development Corporation, an Oregon corporation** located at 7649 Booth Road, Klamath Falls, Oregon 97603 (the "Grantor") to **Pacific Cascades Financial Inc.**, located at 540 Main Street, Klamath Falls, Oregon 97601 (the "Trustee"), to secure payment and performance of certain obligations of Grantor to **Klamath First Federal Savings & Loan Association** located at 540 Main Street, Klamath Falls, Oregon 97601 (the "Beneficiary"), including repayment of a promissory note dated **May 1, 2003**, in the principal amount of \$250,000 (the "Note"). The Trust Deed was recorded on **May 2, 2003**, in Volume M03 at Page 29095 in the official real property records of Klamath County, Oregon. Sterling Savings Bank, dba Sterling Bank, is the successor in interest to Klamath First Federal Savings & Loan Association.

The legal description of the real property covered by the Trust Deed is as follows:

Real property in the County of Klamath, State of Oregon, described as follows:

All of ENTERPRISE TRACT NO. 26, EXCEPT the South 697 feet and EXCEPT the East 260 feet;

All of ENTERPRISE TRACT NO. 31, EXCEPT that portion which is included in the plat of SUNNYLAND.

ALSO EXCEPTING THEREFROM the following 5 parcels of property:

Beginning at the Northeast corner of Lot 9, ELM PARK in Klamath County, Oregon; thence North 0° 53' West 246.95 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 55° 55' West 93.57 feet) a distance of 93.63 feet; thence South 0° 05' East 300.63 feet to a point on the North line of said Lot; thence North 89° 06' East 80.87 feet to the place of beginning, being situated in the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning on the North line of Lot 9, ELM PARK, in Klamath County, Oregon, at a point which is 80.87 feet South 89° 06' West from the Northeast corner of said Lot; thence North 0° 05' West 300.63 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 65° 25' West 143.05 feet) a distance of 143.29 feet; thence South 0° 05' East 362.19 feet to a point on the North line of said Elm Park; thence North 89° 06' East 130.01 feet to the place of beginning, being situated in the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning on the North line of ELM PARK in Klamath County, Oregon, at a point which is 210.88 feet South 89° 06' West from the Northeast corner of Lot 9, ELM PARK; thence South 89° 06' West 170.52 feet to a point; thence North 0° 05' West 400.59 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left to a point which is North 0° 05' West 362.19 feet from the point of beginning; thence South 0° 05' East 362.19 feet to the place of beginning, being situated in the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Commencing at the Northeast corner of Lot 37, ENTERPRISE TRACTS, Klamath County, Oregon; thence South 0° 15' 30" East, along the centerline of Avalon Street, 355.75 feet; thence South 56° 38' 10" East, 36.03 feet to a point on the East Boundary of said street for the true point of beginning; thence South 56° 38' 10" East, 108.05 feet; thence South 73° 31' 10" East, 41.51 feet; thence North 79° 52' East, 103.20 feet; thence North 70° 29' 20" East, 154.58 feet; thence North 89° 25' 40" East, 82.78 feet; thence North 1° 24' 20" West, 31.01 feet; thence North 89° 25' 40" East, 50.00 feet; thence North 134.58 feet, to the Southwesterly boundary of the U.S.R.S. "A" Canal; thence along said canal boundary North 81° 17' West, 23.93 feet; thence 299.22 feet along the arc of a curve right (which arc has a radius of 433.10 feet and a long chord of North 61° 29' 30" West 293.30 feet); thence North 41° 42' West, 183.35 feet to the Southeasterly boundary of Eberlein Avenue; thence along said boundary South 47° 52' 54" 30" West, 144.93 feet to the East boundary of Avalon Street; thence along said boundary South 0° 15' 30" East, 348.87 feet to the true point of beginning.

A Parcel of land, situated in Tract 31 Enterprise Tracts, in Klamath County, Oregon; being more particularly described as follows:

Beginning at a 1/2" rebar marking the Northwest corner of Block 1, SUNNYLAND SUBDIVISION, said point also being on the Easterly right of way line of Avalon Street; thence North 00° 15' 30" West 237.85 feet, along the Easterly right of way line of Avalon Street, to a 1/2" rebar; thence South 56° 38' 10" East 99.79 feet to a 1/2" rebar; thence South 73 degrees 31' 10" East 47.66 feet to a 1/2" rebar; thence North 79° 52' 00" East, 108.29 feet to a 1/2" rebar; thence North 70° 29' 20" East, 50.00 feet to a 1/2" rebar; thence South 89° 24' 00" East 54.07 feet to a 1/2" rebar; thence South 00° 11' 48" East, 183.24 feet to a 1/2" rebar; thence South 89° 45' 30" West, 20.00 feet to a 1/2" rebar; thence South 00° 11' 48" East, 20.00 feet to a 1/2" rebar on the Northerly boundary of Sunnyland Subdivision; thence South 89° 45' 30" West, 316.48 feet, along the Northerly boundary of Sunnyland Subdivision to the place of beginning.

## PARCEL 2

Beginning at a point on the Northerly boundary of SUNNYLAND SUBDIVISION being North 89° 45' 30" East 316.48 feet from the Northwest corner of Block 1 of said Subdivision and being the Southeast corner of that tract of land described in Deed Volume M80, page 18,566 of the Klamath County Deed Records; thence South 89° 45' 30" West, along said Northerly boundary, 15.00 feet; thence along the arc of a curve to the right (radius point bears North 89° 45' 30" East 35.00 feet and central angle equals 90° 02' 42") 55.01 feet to a point on the East line of said Deed Volume; thence along the boundaries of said Deed Volume South 00° 11' 48" East 15.00 feet, South 89° 45' 30" West 20.00 feet and South 00° 11' 48" East 20.00 feet to the point of beginning with bearings based on recorded Survey No. 2954.

## PARCEL 3

Lot 6, Block 2, of SUNNYLAND, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

The default for which the foreclosure is made is Grantor's failure to pay when due the following sums: monthly payments in full of \$1,707.48 owed under the Note beginning May 15, 2012, and on the 15th day of each month thereafter; late charges in the amount of \$1,792.77 as of August 21, 2012, plus any late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees.

By reason of said default, Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$202,090.35 as of August 21, 2012, (b) accrued interest of \$6,902.46 as of August 21, 2012, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$1,792.77 as of August 21, 2012, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that Beneficiary has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by Beneficiary in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

By reason of said default, Beneficiary and the Successor Trustee have elected to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.795 and to sell the real property identified above to satisfy the obligation that is secured by the Trust Deed.

**NOTICE IS HEREBY GIVEN** that the undersigned Successor Trustee or Successor Trustee's agent will, on **February 27, 2013, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the**

**Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell for cash at public auction to the highest bidder the interest in said real property, which Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale.

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 reinstated by payment to 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 performance required under the obligation or Trust Deed and, in addition to paying said 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, and the word "grantor" includes any successor in interest of 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.

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### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **February 27, 2013**. 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 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 MAY.

#### **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.

IF 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.


Oregon State Bar – Lawyer Referral Service  
16037 Upper Boones Ferry Road  
Tigard, Oregon 97224  
503-684-3763 or toll-free in Oregon at 800-452-7636  
<http://www.osbar.org/public/ris/ris.html#referral>

Legal Aid: <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>

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For further information, please contact Jesús Miguel Palomares at his mailing address of Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone him at (503) 224-5858.

DATED this 22 day of October, 2012.

  
\_\_\_\_\_  
Jesús Miguel Palomares  
Successor Trustee

File No. 211020-0029

## AFFIDAVIT OF SERVICE

STATE OF OREGON

County of Klamath

ss.

I, Robert Bolenbaugh, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**3135 Sunset Court  
Klamath Falls, OR 97603**

By delivering such copy, personally and in person to **Rowanne Gamble**, at the above Property Address on October 23, 2012 at 10:24 AM.

Upon **Darrel Gamble**, by delivering such true copy at the dwelling house or usual place of abode of Darrel Gamble, to-wit: 3135 Sunset Court, Klamath Falls, OR 97603, to Rowanne Gamble, who is a person 14 years of age or older residing in the dwelling house or usual place of abode of the person to be served on October 23, 2012 at 10:24 AM.

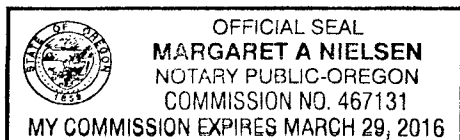
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 21<sup>st</sup> day of October, 2012  
by Robert Bolenbaugh.

*Margaret A. Nielsen*  
Notary Public for Oregon

X

*Robert Bolenbaugh*  
Robert Bolenbaugh  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*294416\*

211020-0029 / APPLGATE DEVELOPMENT  
CORPORATION

## AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath

ss.

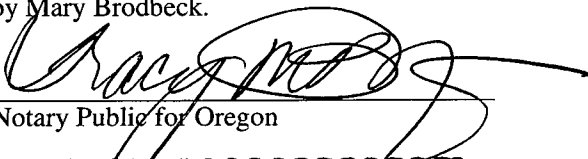
I, Mary Brodbeck, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On October 24, 2012, I mailed a true copy of the Trustee's Notice of Sale via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to Darrel Gamble, pursuant to ORCP 7D(2)(b).

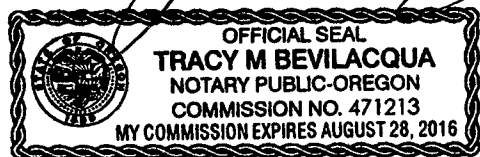
The envelope was addressed as follows:

Darrel Gamble  
3135 Sunset Court  
Klamath Falls, OR 97603

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 23<sup>rd</sup> day of October, 2012  
by Mary Brodbeck.

  
Notary Public for Oregon



X



Mary Brodbeck  
Nationwide Process Service, Inc.  
1201 S.W. 12th Avenue, Suite 300  
Portland, OR 97205  
503-241-0636



\*294416\*

## AFFIDAVIT OF SERVICE

STATE OF OREGON

County of Klamath

ss.

I, Gabriel Martinez, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**1431 Avalon Street  
Klamath Falls, OR 97603**

By delivering such copy, personally and in person to **Tammy Getty & Bart Lousignont**, at the above Property Address on October 26, 2012 at 11:19 AM.

On 10/23/2012 at 10:47 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

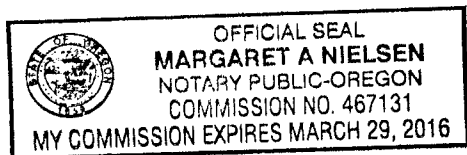
Upon **Aaron "Doe"**, by delivering such true copy at the dwelling house or usual place of abode of Aaron "Doe", to-wit: 1431 Avalon Street, Klamath Falls, OR 97603, to Tammy Getty & Bart Lousignont, who is a person 14 years of age or older residing in the dwelling house or usual place of abode of the person to be served on October 26, 2012 at 11:19 AM.


The effective date of service upon an occupant at the Property Address is **10/23/2012**, as calculated pursuant to ORS 86.750 (1)(c).

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 31<sup>st</sup> day of October, 2012  
by Gabriel Martinez.

  
Notary Public for Oregon



X   
Gabriel Martinez  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*294417\*

211020-0029 / APPLGATE DEVELOPMENT  
CORPORATION

## AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath ss.

I, Mary Brodbeck, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On October 29, 2012, I mailed a true copy of the Trustee's Notice of Sale via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to Aaron "Doe", pursuant to ORCP 7D(2)(b).

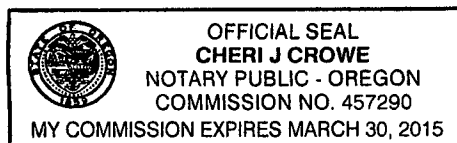
The envelope was addressed as follows:

Aaron "Doe"  
1431 Avalon Street  
Klamath Falls, OR 97603

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 29 day of October, 2012  
by Mary Brodbeck.

Cheri J Crowe  
Notary Public for Oregon



X

Mary Brodbeck  
Mary Brodbeck  
Nationwide Process Service, Inc.  
1201 S.W. 12th Avenue, Suite 300  
Portland, OR 97205  
503-241-0636



\*294417\*

AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH

I, Paul M. Eves, Finance Director, being duly sworn,  
depose and say that I am the principle clerk of 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#14626 SALE APPLGATE DEV  
NO. 211020-0029  
a printed copy of which is hereto annexed, was published  
in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:  
10/30/2012 11/06/2012 11/13/2012 11/20/2012

Total Cost: \$2522.00

*Paul M. Eves*  
Subscribed and sworn by Paul M. Eves before me on:  
20th day of November in the year of 2012

*Debra A Gribble*  
Notary Public of Oregon  
My commission expires on May 15, 2016



### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain deed of trust (the "Trust Deed") dated May 1, 2003, executed by **Applegate Development Corporation, an Oregon corporation** located at 7649 Booth Road, Klamath Falls, Oregon 97603 (the "Grantor") to **Pacific Cascades Financial Inc.,** located at 540 Main Street, Klamath Falls, Oregon 97601 (the "Trustee"), to secure payment and performance of certain obligations of Grantor to **Klamath First Federal Savings & Loan Association** located at 540 Main Street, Klamath Falls, Oregon 97601 (the "Beneficiary"), including repayment of a promissory note dated May 1, 2003, in the principal amount of \$250,000 (the "Note"). The Trust Deed was recorded on May 2, 2003, in Volume M03 at Page 29095 in the official real property records of Klamath County, Oregon. Sterling Savings Bank, dba Sterling Bank, is the successor in interest to Klamath First Federal Savings & Loan Association.

The legal description of the real property covered by the Trust Deed is as follows:  
Real property in the County of Klamath, State of Oregon, described as follows:

All of ENTERPRISE TRACT NO. 26, EXCEPT the South 697 feet and EXCEPT the East 260 feet;  
All of ENTERPRISE TRACT NO. 31, EXCEPT that portion which is included in the plat of SUNNYLAND.

ALSO EXCEPTING THEREFROM the following 5 parcels of property:

Beginning at the Northeast corner of Lot 9, ELM PARK in Klamath County, Oregon; thence North 0° 53' West 246.95 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 55° 55' West 93.57 feet) a distance of 93.63 feet; thence South 0° 05' East 300.63 feet to a point on the North line of said Lot; thence North 89° 06' East 80.87 feet to the place of beginning, being situated in the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning on the North line of Lot 9, ELM PARK, in Klamath County, Oregon, at a point which is 80.87 feet South 89° 06' West from the Northeast corner of said Lot; thence North 0° 05' West 300.63 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 65° 25' West 143.05 feet) a distance of 143.29 feet; thence South 0° 05' East 362.19 feet to a point on the North line of said Elm Park; thence North 89° 06' East 130.01 feet to the place of beginning, being situated in the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Beginning on the North line of ELM PARK in Klamath County, Oregon, at a point which is 210.88 feet South 89° 06' West from the Northeast corner of Lot 9, ELM PARK; thence South 89° 06' West 170.52 feet to a point; thence North 0° 05' West 400.59 feet to a point on the South line of a canal; thence along the South line of said canal and along the arc of a 714.22 foot radius curve to the left to a point which is North 0° 05' West 362.19 feet from the point of beginning; thence South 0° 05' East 362.19 feet to the place of beginning, being situated in the SW1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Commencing at the Northeast corner of Lot 37, ENTERPRISE TRACTS, Klamath County, Oregon; thence South 0° 15' 30" East, along the centerline of Avalon Street, 355.75 feet; thence South 56° 38' 10" East, 36.03 feet to a point on the East Boundary of said street for the true point of beginning; thence South 56° 38' 10" East, 108.05 feet; thence South 73° 31' 10" East, 41.51 feet; thence North 79° 52' East, 103.20 feet; thence North 70° 29' 20" East, 154.58 feet; thence North 89° 25' 40" East, 82.78 feet; thence North 1° 24' 20" West; 31.01 feet; thence North 89° 25' 40" East, 50.00 feet; thence North 134.58 feet, to the Southwesterly boundary of the U.S.R.S. "A" Canal; thence along said canal boundary North 81° 17' West, 23.93 feet; thence 299.22 feet along the arc of a curve right (which arc has a radius of 433.10 feet and a long chord of North 61° 29' 30" West 293.30 feet); thence North 41° 42' West, 183.35 feet to the Southeasterly boundary of Eberlein Avenue; thence along said boundary South 47° 52' 54" 30" West, 144.93 feet to the East boundary of Avalon Street; thence along said boundary South 0° 15' 30" East, 348.87 feet to the true point of beginning.

A Parcel of land, situated in Tract 31 Enterprise Tracts, in Klamath County, Oregon; being more particularly described as follows:

Beginning at a 1/2" rebar marking the Northwest corner of Block 1, SUNNYLAND SUBDIVISION, said point also being on the Easterly right of way line of Avalon Street; thence North 00° 15' 30" West 237.85 feet, along the Easterly right of way line of Avalon Street, to a 1/2" rebar; thence South 56° 38' 10" East 99.79 feet to a 1/2" rebar; thence South 73 degrees 31' 10" East 47.66 feet to a 1/2" rebar; thence North 79° 52' 00" East, 108.29 feet to a 1/2" rebar; thence North 70° 29' 20" East, 50.00 feet to a 1/2" rebar; thence South 89° 24' 00" East 54.07 feet to a 1/2" rebar; thence South 00° 11' 48" East, 183.24 feet to a 1/2" rebar; thence South 89° 45' 30" West, 20.00 feet to a 1/2" rebar; thence South 00° 11' 48" East, 20.00 feet to a 1/2" rebar on the Northerly boundary of Sunnyland Subdivision; thence South 89° 45' 30" West, 316.48 feet, along the Northerly boundary of Sunnyland Subdivision to the place of beginning.

#### PARCEL 2

Beginning at a point on the Northerly boundary of SUNNYLAND SUBDIVISION being North 89° 45' 30" East 316.48 feet from the Northwest corner of Block 1 of said Subdivision and being the Southeast corner of that tract of land described in Deed Volume M80, page 18,566 of the Klamath County Deed Records; thence South 89° 45' 30" West, along said Northerly boundary, 15.00 feet; thence along the arc of a curve to the right (radius point bears North 89° 45' 30" East 35.00 feet and central angle equals 90° 02' 42") 55.01 feet to a point on the East line of said Deed Volume; thence along the boundaries of said Deed Volume South 00° 11' 48" East 15.00 feet, South 89° 45' 30" West 20.00 feet and South 00° 11' 48" East 20.00 feet to the point of beginning with bearings based on recorded Survey No. 2954.

#### PARCEL 3

Lot 6, Block 2, of SUNNYLAND, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).  
The default for which the foreclosure is made is Grantor's failure to pay when due the following sums: monthly payments in full of \$1,707.48 owed under the Note beginning May 15, 2012, and on the 15th day of each month thereafter; late charges in the amount of \$1,792.77 as of August 21, 2012, plus any late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees.

By reason of said default, Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$202,090.35 as of August 21, 2012, (b) accrued interest of \$6,902.46 as of August 21, 2012, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$1,792.77 as of August 21, 2012, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that Beneficiary has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by Beneficiary in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

By reason of said default, Beneficiary and the Successor Trustee have elected to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.795 and to sell the real property identified above to satisfy the obligation that is secured by the Trust Deed.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or Successor Trustee's agent will, on **February 27, 2013, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell for cash at public auction to the highest bidder the interest in said real property, which Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale.

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 reinstated by payment to 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 performance required under the obligation or Trust Deed and, in addition to paying said 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, and the word "grantor" includes any successor in interest of 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. For further information, please contact Jesús Miguel Palomares at his mailing address of Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone him at (503) 224-5858.

DATED this 22nd day of October, 2012.

/s/ Jesús Miguel Palomares, Successor Trustee, File No. 211020-0029

#14626 October 30, November 06, 13, 20, 2012.