After Recording Return to: Jeff Hill Hill Law PC 4800 Meadows Rd #300 Lake Oswego, OR 97035 2013-003683 Klamath County, Oregon 04/08/2013 10:47:08 AM Fee: \$187.00

Filing Cover Sheet for
Affidavit of Mailing – Trustee's Notice of Sale
Affidavit of Mailing – ORS 86.737 Foreclosure Notice
Affidavit of Service - Occupants
Affidavit of Publication
Affidavit of Mailing – Compliance with Foreclosure Avoidance Measure Notice

Parties:

GRANTOR: ALFRED ADAMS

BENEFICIARY: M. KEVIN MCRAE, TRUSTEE, M. KEVIN MCRAE CPA INC. PSP&T, ROBERT M. GREEN, TRUSTEE, ROBERT M. GREEN MD PROFIT SHARING 401K AND TRUST, AND JOHN M. WAHLAND, TRUSTEE, CUTTEN REALTY INC. DEFINED BENEFIT PLAN; BY ASSIGNMENT FROM REPROP FINANCIAL MORTGAGE INVESTORS, LLC TRUSTEE: AMERITITLE was the original trustee. JEFFREY A. HILL was appointed Successor Trustee. The mailing address of the successor trustee is Hill Law PC, 4800 Meadows, Suite 300, Lake Oswego, OR 97035 (telephone 541.848.4500).

Recorded Trust Deed:

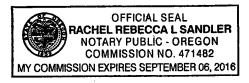
Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 15, 2007 recorded November 21, 2007 at Instrument Number 2007-019803 in the official records of Klamath County, Oregon.

Notice of **Default and Election to Sell**:

Recorded January 07, 2013 at Instrument Number 2013-000245, Official Records of Klamath County, Oregon

THIS FILING COVER SHEET HAS BEEN PREPARED BY THE SUCCESSOR TRUSTEE. ANY ERRORS CONTAINED IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENTS THEMSELVES.

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Notary Public - State of Oregon

NOTICE UNDER THE FAIR DEBT COLLECTION PRACTICES ACT, 15 USC SECTION 1692

- 1. The amount of the debt is stated in the Trustee's Notice of Sale attached hereto.
- 2. The beneficiary named in the attached Trustee's Notice of Sale is the creditor to whom the debt is owed.
- 3. The debt described in the Trustee's Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
- 4. If the debtor notifies the trustee in writing within thirty (30) days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
- 5. If the creditor named as beneficiary in the attached Trustee's Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
- 6. Written requests or objections should be addressed to:

Jeffrey A. Hill Hill Law PC 4800 Meadows Rd #300 Lake Oswego OR 97035

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

ATTACHMENT: Trustee's Notice of Sale

Legal Notice Trustee's Notice of Sale Pursuant to ORS 86.745

Reference is made to that certain Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 15, 2007 recorded November 21, 2007 at Instrument Number 2007-019803 in the official records of Klamath County, Oregon, wherein ALFRED ADAMS was the grantor, AMERITITLE was the trustee and REPROP FINANCIAL MORTGAGE INVESTORS, LLC was the beneficiary, covering certain real property described as:

See Exhibit A Attached

The street address, or other common designation of the real property described above is purported to be 25835 Petersteiner Rd, Bonanza, OR 97623. The trustee disclaims any liability for any incorrectness of the above street address or other common designation. JEFFREY A. HILL was appointed successor trustee by the beneficiaries under the trust deed. By assignments duly recorded in the real property records of Klamath County, M. KEVIN MCRAE, TRUSTEE, M. KEVIN MCRAE CPA INC. PSP&T; ROBERT M. GREEN, TRUSTEE, ROBERT M. GREEN MD PROFIT SHARING 401K AND TRUST; AND JOHN M. WAHLAND, TRUSTEE, CUTTEN REALTY INC. DEFINED BENEFIT PLAN are the current beneficiaries under the trust deed.

The beneficiaries have elected to sell the real property to satisfy the obligations secured by said trust deed and a notice of default and election to sell has been recorded pursuant to ORS 86.735(3). The default for which the foreclosure is made is the failure to pay monthly installments as required under loan modification #2; the failure to pay outstanding late fees; the failure to pay the default stipulation of \$500 and an inspection fee of \$250; the failure to pay accruing regular and default interest; the failure to pay the loan fee; the failure to maintain insurance on the collateral; the failure to pay collection costs and attorney fees accruing due to the default; as well as any other default under the terms of the loan documents.

The sum owing, secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as of December 17, 2012 is \$450,140.71; plus regular interest, default interest and other charges accruing under the note until paid; plus attorney fees and other collection costs; plus trustee fees and costs; plus costs of foreclosure. The beneficiary may require as a condition of reinstatement, in addition to the payment of the amounts indicated above and all other accruing interest, fees, costs and expenses, that grantor provide written reliable evidence of the payment of real property taxes and hazard insurance on any improvements located on the property.

NOTICE IS HEREBY GIVEN THAT THE TRUSTEE WILL, ON JUNE 10, 2013, AT THE HOUR OF 1:30 PM, IN ACCORD WITH THE STANDARD OF TIME ESTABLISHED BY ORS 187.110 AT THE FOLLOWING PLACE: AT THE

FRONT ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, KLAMATH COUNTY, OREGON, 97601, SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, THE INTEREST IN SAID DESCRIBED REAL PROPERTY WHICH THE GRANTOR HAS OR HAD POWER TO CONVEY AT THE TIME OF EXECUTION BY GRANTOR OF THE SAID TRUST DEED, TOGETHER WITH ANY INTEREST WHICH THE GRANTOR OR THE 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 SALE, INCLUDING REASONABLE CHARGES BY THE TRUSTEE.

Notice is also given that any person named pursuant to 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 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 performance required under the obligation or to cure the default by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

If the trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy will be the return of monies paid to the trustee, and the successful bidder will have no other or further recourse. This is an attempt to collect a debt and any information obtained will be used for that purpose. If a discharge has been obtained through bankruptcy proceedings, this notice will not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.755 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS TRUSTEES NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS, AS REQUIRED UNDER ORS 86.745, THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION.

NOTICE TO GRANTOR: THE SECURITY INSTRUMENTS COVER BOTH REAL AND PERSONAL PROPERTY AND THE BENEFICIARIES HAVE ELECTED TO

PROCEED WITH FORECLOSURE OF ALL PROPERTY UNDER ORS 86.705 TO 86.795 AS AUTHORIZED BY ORS 79.0604.

Dated this 14th day of January, 2013.

Mailing Address of Trustee: Jeffrey A. Hill, Hill Law PC, 4800 Meadows Rd, Suite 300, Lake Oswego, OR 97035. Phone 541.848.4500

Exhibit A Legal Description

The E1/2 SW1/4, Government Lots 3 and 4, Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and SE1/4 of Section 25, Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

ALSO a parcel of land situate in the S1/2 SE1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NW corner of the S1/2 SE1/4 of Section 30, thence South 00°11'15" East along the West line of said S1/2 SE1/4, 1221.23 feet; thence leaving said West line, North 45°32'28" East 39.08 feet to the point of curvature of a curve to the left; thence along the arc of a 170.00 feet radius curve concave to the North (delta = 44°28'07") a distance of 131.94 feet (long chord = North 23°18'35" East 128.65 feet), thence generally along a fence line, North 01°04'31" East 1076.01 feet to a point on the North line of the S1/2 SE1/4 of said Section 30; thence leaving said fence line South 89°56'16" West along said North line, 103.00 feet to the point of beginning.

SAVING AND EXCEPTING a parcel of land situate in the SE1/4 SW1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South quarter corner of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said corner being the quarter corner common to Sections 30 and 31 of said Township and Range, thence North 89°59'16" West along the South line of said Section 30, a distance of 166.00 feet; thence leaving the South line of said Section 30, and along the arc of a 170.00 feet radius curve concave to the North (delta = 44°28'06") a distance of 131.94 feet (long chord = North 67°46'41" East 128.65 feet); thence leaving said curve, North 45°32'38" East a distance of 65.30 feet to a point on the East line SE1/4 SW1/4 of said Section 30; thence South 00°11'15" East along said East line 94.45 feet to the point of beginning

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 10, 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 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:

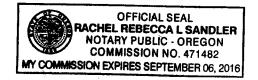
- You do not owe rent;
- •The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
 - •You must move out by the date the new owner specifies in a notice to you.

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.

There are government agencies and nonprofit organizations that can give you information. For the name and phone number of an organization near you, please call the statewide phone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call 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 Web site at: 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. or call 1-888-668-9406.

AFFIDAVIT OF MAILING / SERVICE 1 I hereby certify and confirm that I served the attached notice required by ORS 2 86.737 on: 3 Alfred Adams, 25835 Petersteiner Rd, Bonanza, OR 97623; 4 Alfred Adams, 6400 Wells Ave., Loomis, CA 95650; (ii) Alfred Adams, P O Box 656, Loomis, CA 95650; and (iii) 5 Occupant, 25835 Petersteiner Rd., Bonanza, OR 97623. (iv) 6 by mailing full, true, and correct copies thereof by both first class and certified mail with return receipt requested in sealed, postage-prepaid envelopes, addressed to such party as 7 shown above, the last-known addresses of such party, and deposited with the United States Postal Service at Lake Grove, Oregon, on the date set forth below. 8 9 DATED: January 14, 2013. 10 11 12 13 Hill Law F 14 4800 Meadows Rd Std 300 Lake Oswego, OR 97035 15 Telephone: (541) 848-4500 16 17 18 State of Oregon County of Clackamas 19 20 21 Subscribed and sworn to before me on this 1 th day of January, 2013.



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Notary Public - State of Oregon

NOTICE:

YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at:

Street address: 25835 Petersteiner Road

~· -		<u>Jau</u>			
City: Bo		State:	OR	ZIP:	97623
mortgage i	er has decided to sell this proper loan has not been paid on time of gation to your lender. This is son	r hecauca :	vou borra f	y due on	
The amour	nt you would have had to pay as	of Jana	mry 12 20)12 (Ja	4-)4 1 •
your mortg	gage roan current was \$ 60.778.	.76	The amou	int von	te) to bring
pay to brin	g your loan current may have in	creased sin	nce that dat	te.	nust now
exact amou details abou	ur lender has to provide you with ou can call 1-800-444-2948 ant you must pay to bring your to at the amount you owe. Iso get these details by sending a Jeffrey Hill/Hill Law PC	mortgage	one number) loan curren	to find o	4 41.
	4800 Meadows Rd Ste 300				
	Lake Oswego, OR 97035			_	
THIS	IS WHEN AND WHERE YOU IF YOU DO NOT T	JR PROP AKE AC	ERTY WI TION:	LL BE S	SOLD
Date and time	e: June 10, 2013 at 1:30PM				
	AT THE FRONT ENTRANC	ЕТОТН	EKLAMA	THCOL	DATESZ
D1	COURTHOUSE, 316 MAIN	STREET	KLAMAT	H FALL	S.
Place:	KLAMATH COUNTY, ORE	GON, 976	01		υ,
	THIS IS WHAT YOU CAN D	O TO ST	OP THE S	VALE.	
1. You can I before the	pay the amount past due or corre	ct any oth	er default,	up to fiv	e days
2. You can r	refinance or otherwise pay off th	e loan in f	ull any tim	e before	the sale
3. You can c	11 A.	O CONTRACTOR OF THE PARTY OF TH	44-2948 _{(r}		
out if your le	ender is willing to give you more	e time or c	hange the i	terms of	Vour loon
4. You can s	ell your home, provided the sale	price is e	nough to p	ay what	You owe

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide phone contact number at 800-SAFENET (800-723-3638). You may also want to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or visit its website at 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.

WARNING: You may get offers from people saying they can help you keep your property. Be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned above before signing.

Hill

Jeffre

541-848

DATED: January 14, 2013

Trustee name (print):

Trustee signature:

Trustee phone number:

PROOF OF SERVICE JEFFERSON STATE ADJUSTERS

STATE OF: Oregon COUNTY OF: Klamath I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE FOR THE WITHIN NAMED: Occupants of 25835 Petersteiner Rd. Bonanza, OR 97623 PERSONALLY SERVED: Original or True Copy to within named, personally and in person to Alfred Adams_at the address below. SUBSITUTE SERVICE: By delivering an Original or True Copy to Alfred Adams, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: Janet Alexander OTHER METHOD: By posting the above-mentioned documents to the Main Entrance of the address below. 1st Attempt: 2nd Attempt: 3rd Attempt: NON-OCCUPANCY: I certify that I received the within document(s) for service on and after personal inspection, I found the above described real property to be unoccupied. SUBSTITUTE SERVICE MAILER: That on the day of <u>January 23, 2013</u>, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made. Signed helsel hamber 25835 Petersteiner Rd. Bonanza, OR 97623

ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

January 22, 2013 9:33 AM DATE OF SERVICE **TIME OF SERVICE** or non occupancy

Subscribed and sworn to before on this 23 day of January, 2013.

OFFICIAL SEAL MARGARET A NIELSEN NOTARY PUBLIC-OREGON COMMISSION NO. 467131 MY COMMISSION EXPIRES MARCH 29, 2016

ROBERT W. BOLENBAUGH

NOTICE UNDER THE FAIR DEBT COLLECTION PRACTICES ACT, 15 USC SECTION 1692

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- 2. The beneficiary named in the attached Trustee's Notice of Sale is the creditor to whom the debt is owed.
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Dated this 14th day of January, 2013.

Mailing Address of Trustee: Jeffrey A. Hill, Hill Law PC, 4800 Meadows Rd, Suite

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The E1/2 SW1/4, Government Lots 3 and 4, Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and SE1/4 of Section 25, Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

ALSO a parcel of land situate in the S1/2 SE1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NW corner of the S1/2 SE1/4 of Section 30, thence South 00°11'15" East along the West line of said S1/2 SE1/4, 1221.23 feet; thence leaving said West line, North 45°32'28" East 39.08 feet to the point of curvature of a curve to the left; thence along the arc of a 170.00 feet radius curve concave to the North (delta = 44°28'07") a distance of 131.94 feet (long chord = North 23°18'35" East 128.65 feet), thence generally along a fence line, North 01°04'31" East 1076.01 feet to a point on the North line of the S1/2 SE1/4 of said Section 30; thence leaving said fence line South 89°56'16" West along said North line, 103.00 feet to the point of beginning.

SAVING AND EXCEPTING a parcel of land situate in the SE1/4 SW1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South quarter corner of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said corner being the quarter corner common to Sections 30 and 31 of said feet; thence leaving the South line of said Section 30, and along the South line of said Section 30, a distance of 166.00 the North (delta = 44°28′06") a distance of 131.94 feet (long chord = North 67°46′41" East 128.65 feet); thence leaving said curve, North 45°32′38" East a distance of 65.30 feet to a point on the East line SE1/4 SW1/4 of said Section 30; thence South 00°11′15" East along said East line 94.45 feet to the point of beginning

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 10, 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 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.

There are government agencies and nonprofit organizations that can give you information. For the name and phone number of an organization near you, please call the statewide phone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call 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 Web site at: 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. or call 1-888-668-9406.

AFFIDAVIT OF PUBLICATION STATE OF OREGON, COUNTY OF KLAMATH

I. Linda Culp, Human Resources, 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#14752 ALFRED ADAMS TRUSTEE'S NOTICE OF SALE 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: 02/22/2013 03/01/2013 03/08/2013 03/15/2013

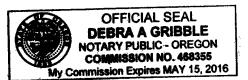
Total Cost: \$1856.18

Linda Culp

Subscribed and sworn by Linda Culp before me on: 15th day of March in the year of 2013

Notary Public of Oregon

My commission expires on May 15, 2016



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed, Assignment of Heference is made to that certain Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 15, 2007 recorded November 21, 2007 at Instrument Number 2007-019803 in the official records of Klamath County, Oregon, wherein ALFRED ADAMS was the grantor, AMERITITLE was the trustee and REPROP FINANCIAL MORTGAGE INVESTORS, LLC was the beneficiary, covering certain real property described as:

The E1/2 SW1/4, Government: Lots 3 and 4, Section 30, Township 37 South, Range 11 East of the Willamette Meriding 11 County 12 County 12 County 12 County 12 County 13 County 14 County 15 County 15 County 16 County 16 County 16 County 17 County 17

Township 37 South, Hange 11 East of the Willamette Mendian, Klamath County, Oregon, and SE1/4 of Section 25, Township 37 South, Range 11 1/2 East of the Willamette Mendian, Klamath County, Oregon.

Also a parcel of land situate in the S1/2 SE1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Mendian, Klamath County, Oregon, more particularly described as

Beginning at the NW corner of the S1/2 SE1/4 of Section 30 thence South 00°11'15" East along the West line of said S1/2 SE1/4, 1221.23 feet; thence leaving said West line, North 45°32'28" East 39.08 feet to the point of curvature of a curve 45°32'28" East 39.08 reet to the point of curvature of a curve to the left; thence along the arc of a 170.00 feet radius curve concave to the North (delta=44°28'07") a distance of 131.94 feet (long chord=North 23°18'35" East 128.65 feet), thence generally along a fence line, North 01°04'31" East 1076.01 feet to a point on the North line of the S1/2 SE1/4 of said Section 30; thence leaving said fence line South 89°56'16" West along said North line, 103.00 feet to the point of beginning

SAVING AND EXCEPTING a parcel of land situate in the SE1/4 SW1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South quarter corner of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, ship 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said corner being the quarter corner common to Sections 30 and 31 of said Township and Range, thence North 89°59'16" West along the South line of said Section 30, and along the arc of a 170.00 feet radius curve concave to the North (delta=44°28'06") a distance of 131.94 feet (long chord=North 67°46'41" East 128.65 feet); thence leaving said curve, North 45°32'38" East a distance of 65.30 feet to a point on the East line SE1/4 SW1/4 of said Section 30, thence South 00°11'15" East along said East line 94.45 feet to the point of beginning. The street address, or other common designation of the real property described above is purported to be 25835 Petersteiner Rd, Bonanza, OR 97623. The trustee disclaims any liability for any incorrectness of the above street address or other common designation. JEFFREY A. HILL was appoint-

other common designation. JEFFREY A. HILL was appointed successor trustee by the beneficiaries under the trust ed successor trustee by the beneficiaries under the trust deed. By assignments duly recorded in the real property records of Klamath County, M. KEVIN MCRAE, TRUSTEE, M. KEVIN MCRAE CPA INC. PSP&T; ROBERT M. GREEN, TRUSTEE, ROBERT M. GREEN MD PROFIT SHARING 401K AND TRUST; AND JOHN M. WAHLAND, TRUSTEE, CUTTEN REALTY INC. DEFINED BENEFIT PLAN are the proficiaries under the trust deed. current beneficiaries under the trust deed.

The beneficiaries have elected to sell the real property to satisfy the obligations secured by said trust deed and a notice of default and election to sell has been recorded pursuant to ORS 86.735(3). The default for which the foreclosure is made is the failure to pay monthly installments as required under loan modification #2; the failure to pay outstanding late fees; the failure to pay the default stipulation of \$500 and an inspection fee of \$250; the failure to pay accruing regular and default interest; the failure to pay the loan fee; the failure to maintain insurance on the collateral; the failure to pay collection costs and attorney fees accruing due to the default; as well as any other default under the terms of the loan doc-

The sum owing, secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as of December 17, 2012 is \$450,140.71; plus regular interest, default interest and other charges accruing under the note until paid; plus attorney fees and other collection costs; plus trustee fees and costs; plus costs of foreclosure. The beneficiary may require as a condition of reinstatement, in addition to the payment of the amounts indicated above and all other accruing interest, fees, costs and expenses, that grantor provide written reliable evidence of the payment of real property taxes and hazard insurance on any improvements located on the property.

NOTICE IS HEREBY GIVEN THAT THE TRUSTEE WILL, ON JUNE 10, 2013, AT THE HOUR OF 1:30 PM, IN ACCORD WITH THE STANDARD OF TIME ESTABLISHED BY ORS 187.110 AT THE FOLLOWING PLACE: AT THE FRONT ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, KLAMATH COUNTY, OREGON, 97601, SELL AT PUBLIC AUCTION TO THE HIGHEST BIDDER FOR CASH, THE INTEREST IN SAID DESCRIBED REAL PROPERTY WHICH THE GRANTOR HAS OR HAD POWER TO CONVEY AT THE TIME OF EXECUTION BY GRANTOR OF THE SAID TRUST DEED, TOGETHER WITH ANY INTEREST WHICH THE GRANTOR OR THE 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 SALE, INCLUDING REASONABLE CHARGES BY THE TRUSTEE. BY THE TRUSTEE.

Notice is also given that any person named pursuant to 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 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 performance required under the obligation or to cure the default by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees. tomev's fees.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

If the trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy will be the return of monies paid to the trustee, and the successful bidder will have no other or further recourse. This is an attempt to collect a debt and any information obtained will be used for that purpose. If a discharge has been obtained through bankruptcy proceedings, this notice will not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

NOTICE TO GRANTOR: THE SECURITY INSTRUMENTS COVER BOTH REAL AND PERSONAL PROPERTY AND THE BENEFICIARIES HAVE ELECTED TO PROCEED WITH FORECLOSURE OF ALL PROPERTY UNDER ORS 86.705 TO 86.795 AS AUTHORIZED BY ORS 79.0604.

Dated this 14th day of January, 2013. Jeffrey A. Hill

Mailing Address of Trustee: Jeffrey A. Hill, Hill Law PC, 4800 Meadows Rd, Suite 300, Lake Oswego, OR 97035. Phone 541.848.4500

#14752 February 22, March 01, 08, 15, 2013.

AFFIDAVIT OF SERVICE

I hereby certify and confirm that I served the attached foreclosure avoidance measure notice required by SB 1552, Oregon Law 212, Section 4(a) on:

(i) Alfred Adams, 25835 Petersteiner Rd, Bonanza, OR 97623;

by mailing full, true, and correct copies thereof by both first class and certified mail with return receipt requested in sealed, postage-prepaid envelopes, addressed to such party as shown above, the last-known addresses of such party; and on

(ii) Oregon Department of Justice, 1162 Court Street NE, Salem, OR 97301 by mailing a full, true and correct copy thereof by first class mail in a sealed, postage prepaid envelope, addressed to such party as shown above;

and deposited all such envelopes with the United States Postal Service at Lake Grove, Oregon, on February 12, 2013.

I hereby further certify and confirm that I, as the beneficiaries' agent, have complied with subsections (1) and (2) of Section 4(a) of SB 1552, Oregon Laws 2012.

Grantor:	Alfred Adams
Beneficiary:	M. Kevin McRae, as Trustee of the M. Kevin McRae CPA Inc. PSP
	&T, Robert M. Green, MD Profit Sharing 401k and Trust, and John M.
	Wahlund, Trustee of the Cutten Realty Inc. Defined Benefit Plan
Trustee	Jeffrey A Hill
Property Address:	25835 Petersteiner Rd., Bonanza, OR 97623 (Klamath County)

Attached is a copy of the proof of service of the foreclosure avoidance measure notice on the Grantor.

DATED: February 121, 2013.

Jeffrey A. Hill Hill Law P.A.

4800 Meadows Rd Ste 300 Lake Oswego, OR 97035

Telephone: (541) 848-4500

State of Oregon §
County of Clackamas §

Subscribed and sworn to before me on this 12 th day of February, 2013.



Notary Public - State of Oregon

FORECLOSURE AVOIDANCE MEASURE NOTICE

YOU MAY LOSE YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

Homeowner/Grantor:	Alfred Adams
Lender/Beneficiary:	M. Kevin McRae, as Trustee of the M. Kevin McRae CPA Inc. PSP &T, Robert M. Green, MD Profit Sharing 401k and Trust, and John M. Wahlund, Trustee of the Cutten Realty Inc. Defined Benefit Plan
Property Address:	25835 Petersteiner Rd., Bonanza, OR 97623

Your Lender has determined that:

X You are not eligible for any of the following: a forbearance agreement, a temporary or permanent loan modification, a short sale, a deed in lieu of foreclosure, or any other foreclosure avoidance measure. The following foreclosure avoidance measures were considered but are not available. The basis for the Lender's determination is (must be described with specificity in plain language):

Despite discussions by telephone and email, no acceptable terms of a foreclosure avoidance measure have been agreed upon. The Lender has considered a forbearance agreement, a loan modification and a deed-in-lieu of foreclosure. In order for Lender to accept a forbearance agreement or loan modification, the Grantor must be willing to make payments, which to date he has been unwilling to do. The Lender remains willing to discuss a forbearance avoidance measure.

You are not in compliance with the terms of an agreement with your Lender for
forbearance, a temporary or permanent loan modification, a short sale, a deed in lieu of
foreclosure, or any other foreclosure avoidance measure. The basis for the Lender's
determination is (must be described with specificity in plain language):

Has	the	Lender	been	able	to	make	contact	with	the	Grantor	or	receive	adequate
resp	onse	from the	e Gran	tor?									·

No

If no, and the Grantor is ineligible for a foreclosure avoidance measure because the Lender has been unable to make contact with, or receive adequate response from the Grantor, what efforts were made to contact the Grantor and what was the nature of the Grantor's response (must be described with specificity in plain language):

Your property is currently set for sale on *June 10, 2013 at 1:30 pm* (time/date) at *THE FRONT ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, KLAMATH COUNTY, OREGON, 97601* (location). If you disagree with your Lender's determination, you should seek legal advice immediately.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call 211 or visit www.ohcs.oregon.gov. If you need help finding a lawyer, contact the Oregon State Bar's Lawyer Referral Service online at www.oregonstatebar.org or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to www.oregonlawhelp.org.

[Beneficiary/Beneficiary's Agent]

X

Yes

By: Jeffrey Hill, Successor Frustee

U.S. Postal ServiceTM CERTIFIED MAILT RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 3060 HUNANZA OR 97623 5500 \$0.46 Postage \$3.10 Certified Fee E000 Return Receipt Fee (Endorsement Required) \$2.55 Restricted Delivery Fee (Endorsement Required) \$0.00 0470 02/12/2013 \$6.11 Total Postage & Fees Street, Apt. No.; or PO Box No. City, State, ZIP+4 PS Form 3800; August 2006