

1872065085

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

**2013-010277**  
Klamath County, Oregon  
09/09/2013 02:36:46 PM  
Fee: \$82.00

**Grantor:**  
TASA TAPA, LLC  
PO Box 10545  
Eugene, OR 97440

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

**Beneficiaries:**  
CRAIG B. ROYCE  
CINDY K. ROYCE  
PO Box 88  
Lorane, OR 97451

### RECORDING COVER SHEET

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

1. Affidavit of Publication;
2. Affidavit of Mailing Trustee's Notice of Sale; and
3. Trustee's Notice of Sale.

DATED this 4<sup>th</sup> day of September, 2013.

**Requested by:**  
Robert A. Smejkal, Trustee  
PO Box 1758  
Eugene, OR 97440  
Telephone: (541) 345-3330  
Facsimile: (541) 484-0536  
Email: bob@attorneysmejkal.com

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**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#15068 ROYCE / TASA TAPA 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:

08/01/2013-08/08/2013-08/15/2013-08/22/2013

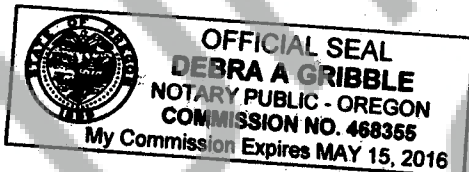
Total Cost: \$1195.22

*Linda Culp*

Subscribed and sworn by Linda Culp before me on:  
22nd day of August in the year of 2013

*Debra A Gribble*

Notary Public of Oregon  
My commission expires on May 15, 2016



**TRUSTEE'S NOTICE OF SALE**

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

**A. PARTIES TO THE TRUST DEED:** Grantor: TASA TAPA, LLC, an Oregon limited liability company, Trustee: ROBERT A. SMEJKAL, Attorney at Law, Beneficiaries: CRAIG B. ROYCE and CINDY K. ROYCE, husband and wife or the survivor.

**B. DESCRIPTION OF THE PROPERTY:** "A portion of the N 1/2 of the SW 1/4 of Section 17, Township 24 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Commencing at a point where the North-South center line of said Section 17 intersects the Northeasterly line of the highway right of way of Oregon State Highway 58; thence along said Northeasterly line of said right of way in a generally Northwesterly direction a distance of 1600 feet to a point which is the true point of beginning; thence at right angles to said highway right of way line in a generally Northeasterly direction 250 feet to a point; thence at right angles to said last mentioned course and in a generally Southeasterly direction 300 feet to a point; thence at right angles to said last mentioned course and in a generally Southwesterly direction 250 feet, more or less to the said Northeasterly right of way line of said Oregon State Highway 58; thence along said Northeasterly line of said right of way in a generally Northwesterly direction a distance of 300 feet more or less to the point of beginning."

**C. TRUST DEED INFORMATION:** Dated: July 28, 2006, Recording Date: August 3, 2006, Recorder's No.: 2006-015671, Recording Place: Records of Klamath County, Oregon.

**D. DEFAULT:** The Grantors are in default and the Beneficiaries elect to foreclose the Trust Deed by reason of the Grantors' failure to pay the entire balance of the Promissory Note which became due in full on August 18, 2007.

**E. AMOUNT DUE:** By reason of the default, the Beneficiaries have declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the principal amount of \$86,000.00, plus interest at the rate of 12% per annum from June 18, 2008, until paid; plus late fees, foreclosure costs and attorney fees, and amounts, if any, advanced by the Beneficiaries pursuant to the terms of the Trust Deed and/or applicable law, together with interest at the rate of 12% per annum from the date of each advance.

**F. ELECTION TO SELL:** NOTICE IS HEREBY GIVEN that the Beneficiaries and the Trustee, by reason of said default, have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes §86.705 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in said described property which Grantors had, or had the power to convey, at the time of the execution of the Trust Deed, together with any interest the Grantors acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed together with the expenses of sale, including the compensation of the Trustee as provided by law, and the reasonable fees of the Trustee's attorney.

**G. DATE, TIME AND PLACE OF SALE:** Date & Time: September 25, 2013, at 11:00 a.m. Place: Inside the front entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon.

**H. RIGHT TO REINSTATE:** NOTICE IS FURTHER GIVEN that at any time prior to five (5) days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee of the entire amount then due (other than a portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sums or by tendering the performance necessary to cure the default, by paying all costs and expenses to the Trustee actually incurred by the Beneficiaries and the Trustee in enforcing the obligation and Trust Deed, together with the Trustee's fees and attorney's fees.

**I. NOTICE:** The Federal Fair Debt Practices Act requires we state that this is an attempt to collect a debt and any information obtained will be used for that purpose.

**J. MISCELLANEOUS:** In construing this Notice, the singular includes the plural, the word "Grantors" includes any successor in interest to the Grantors as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the words "Trustee" and "Beneficiaries" include their respective successors in interest, if any. The NOTICE TO RESIDENTIAL TENANTS section contained in the Trustee's Notice of Sale is not published pursuant to ORS 86.750(2)(b).

**DATED:** May 9, 2013, Robert A. Smejkal, Trustee, PO Box 1758, Eugene, OR 97440, Telephone: (541) 345-3330, Fax: (541) 484-0536, #15068 August 01, 08, 15, 22, 2013.

## AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON                    )  
  ) ss.  
County of Lane                    )

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

At all times hereinafter mentioned, I was and am a resident of the State of Oregon, a competent person over the age of eighteen years, and not the Beneficiaries named in the attached original Trustee's Notice of Sale (the "Notice") given under the terms of that certain Trust Deed described in the Notice.

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

Name	Address	Date
Tasa Tapa, LLC	PO Box 10545 Eugene, OR 97440	May 9, 2013
Tasa Tapa, LLC Attn: Todd M. Alberts	PO Box 10545 Eugene, OR 97440	May 9, 2013
Tasa Tapa, LLC Attn: Stacie L. Alberts	PO Box 10545 Eugene, OR 97440	May 9, 2013
Todd M. Alberts	PO Box 10545 Eugene, OR 97440	May 9, 2013

These persons include: (a) the Grantor in the Trust Deed; (b) any successor in interest to the Grantor whose interest appears of record or of whose interest the Trustee or the Beneficiaries have actual notice; (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the Trust Deed, if the lien or interest appears of record or the Beneficiaries have 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 Notice by ROBERT A. SMEJKAL, Attorney for the Trustee named in the Notice. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Eugene, Oregon, on the date or dates indicated herein. With respect to each person listed above, one such Notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such Notice was mailed with a proper form to

request and obtain a return receipt, with postage thereon in an amount sufficient to accomplish the same. Each such Notice was mailed after the Notice of Default and Election to Sell was recorded.

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

Robert A. Smejkal  
ROBERT A. SMEJKAL

STATE OF OREGON            )  
  ) ss.  
County of Lane            )

SIGNED AND SWORN to before me this 9<sup>th</sup> day of May, 2013, by ROBERT A. SMEJKAL.



Annette Kayser  
NOTARY PUBLIC FOR OREGON

## TRUSTEE'S NOTICE OF SALE

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

**A. PARTIES TO THE TRUST DEED:**

Grantor: TASA TAPA, LLC, an Oregon limited liability company  
Trustee: ROBERT A. SMEJKAL, Attorney at Law  
Beneficiaries: CRAIG B. ROYCE and CINDY K. ROYCE,  
husband and wife or the survivor

**B. DESCRIPTION OF THE PROPERTY:**

"A portion of the N 1/2 of the SW 1/4 of Section 17, Township 24 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

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**C. TRUST DEED INFORMATION:**

Dated: July 28, 2006  
Recording Date: August 3, 2006  
Recorder's No.: 2006-015671  
Recording Place: Records of Klamath County, Oregon

**D. DEFAULT:** The Grantors are in default and the Beneficiaries elect to foreclose the Trust Deed by reason of the Grantors' failure to pay the entire balance of the Promissory Note which became due in full on August 18, 2007.

**E. AMOUNT DUE:** By reason of the default, the Beneficiaries have declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the principal amount of \$86,000.00, plus interest at the rate of 12% per annum from June 18, 2008, until paid; plus late fees, foreclosure costs and attorney fees, and amounts, if any, advanced by the Beneficiaries pursuant to the terms of the Trust

Deed and/or applicable law, together with interest at the rate of 12% per annum from the date of each advance:

- F. ELECTION TO SELL:** NOTICE IS HEREBY GIVEN that the Beneficiaries and the Trustee, by reason of said default, have elected and do hereby elect to foreclose said Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes §86.705 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in said described property which Grantors had, or had the power to convey, at the time of the execution of the Trust Deed, together with any interest the Grantors acquired after the execution of the Trust Deed, to satisfy the obligations secured by said Trust Deed together with the expenses of sale, including the compensation of the Trustee as provided by law, and the reasonable fees of the Trustee's attorney.
- G. DATE, TIME AND PLACE OF SALE:**  
Date & Time: September 25, 2013, at 11:00 a.m.  
Place: Inside the front entrance of the Klamath County Courthouse  
316 Main Street, Klamath Falls, Oregon
- H. RIGHT TO REINSTATE:** NOTICE IS FURTHER GIVEN that at any time prior to five (5) days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee of the entire amount then due (other than a portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sums or by tendering the performance necessary to cure the default, by paying all costs and expenses to the Trustee actually incurred by the Beneficiaries and the Trustee in enforcing the obligation and Trust Deed, together with the Trustee's fees and attorney's fees.
- I. NOTICE:** The Federal Fair Debt Practices Act requires we state that this is an attempt to collect a debt and any information obtained will be used for that purpose.
- J. MISCELLANEOUS:** In construing this Notice, the singular includes the plural, the word "Grantors" includes any successor in interest to the Grantors as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the words "Trustee" and "Beneficiaries" include their respective successors in interest, if any.

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### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **September 25, 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.



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

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

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

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

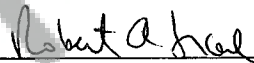
(541) 273-0533 or (800) 480-9160

(503) 684-3763  
(800) 452-7636 Toll-free  
9:00 a.m. to 5:00 p.m. weekdays  
<http://www.osbar.org/public/ris/ris.html>

Tuesday – Thursday from 10:00 a.m. to 4:00 p.m.; messages can be left all other hours, including evenings and weekends. Available for appointments on other days and times as needed.

<http://www.oregonlawhelp.org>

DATED: May 9, 2013

  
\_\_\_\_\_  
Robert A. Smejkal, Trustee  
PO Box 1758  
Eugene, OR 97440  
Telephone: (541) 345-3330  
Fax: (541) 484-0536

STATE OF OREGON, County of Lane ) ss.

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

\_\_\_\_\_  
Attorney for said Trustee