

mtc911a99

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

2013-011769  
Klamath County, Oregon  
10/17/2013 11:26:45 AM  
Fee: \$77.00

AMERITITLE

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

STATE OF OREGON                     )  
                                                      ) ss:  
County of Klamath                     )

I, Andrew C. Brandsness, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or the beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

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

Rafael Pena  
15112 Pioneer Road  
Klamath Falls, OR 97601

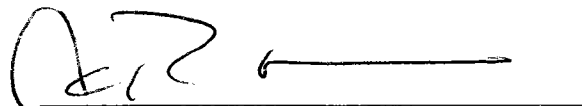
Kamara Pena  
15112 Pioneer Road  
Klamath Falls, OR 97601

Occupant(s)  
15112 Pioneer Road  
Klamath Falls, OR 97601

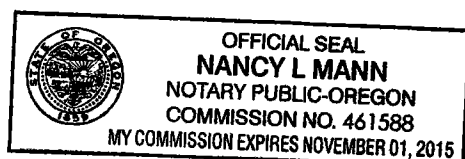
Said persons include (a) the grantor in the trust deed; (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) and any person, including the Department of Revenue or an other state agency, having a lien 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 required by ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by the trustee Drew A. Humphrey. 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 Klamath Falls, Oregon, on June 18, 2013. 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 the amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in said notice of sale was recorded.

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

  
Andrew C. Brandsness

SUBSCRIBED AND SWORN to before me this 18 day of June, 2013.



  
Notary Public for Oregon  
My Commission expires: 11-1-15

77.00

## NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Rafael Pena and Kamara Pena, Grantor; First American Title, Trustee; and Bonnie Church, whose beneficial interest was assigned to Bonnie Church, Trustee, or her successor in trust, under the Bonnie Church Family Trust dated May 27, 2010, by instrument recorded June 26, 2010, at Volume 2010-007693, Microfilm Records of Klamath County, Oregon, Beneficiary, recorded in Official/Microfilm Records, Volume 2010, Page 000888, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 15112 Pioneer Road, Klamath Falls, OR 97601 ("Property"):

Lot 11 in Block 4 of KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to pay monthly payments of \$734.17 due January 1, 2013 and monthly payments thereafter; failed to keep property insured.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

The sum of \$89,836.97 plus interest thereon at the rate of 9% per annum from March 6, 2013 until paid, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on October 29, 2013, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. 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 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 Trust Deed, and in addition to paying said sum 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's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for October 29, 2013. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent 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 residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

### STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

### ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. 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 prepare rent you paid to your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requirement you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer 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 buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

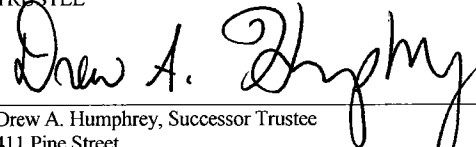
YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO 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 contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated: June 13, 2013.

TRUSTEE

  
Drew A. Humphrey, Successor Trustee  
411 Pine Street  
Klamath Falls, OR 97601

STATE OF OREGON            )  
                                      ) ss.  
County of Klamath         )

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

\_\_\_\_\_  
Drew A. Humphrey, Successor Trustee

**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: 15112 Pioneer Road, Klamath Falls, OR 97601**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called a "foreclosure."

The amount you would have had to pay as of June 1, 2013 to bring your mortgage current was \$4,405.02. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 541-882-6616 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

Drew A. Humphrey  
411 Pine Street  
Klamath Falls, OR 97601

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION:**

Date and time: October 29, 2013 at 10:00 AM

Place: Offices of Brandsness, Brandsness & Rudd, P.C.,  
411 Pine Street, Klamath Falls, Oregon

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Drew A. Humphrey at 541-882-6616 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay 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, 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](http://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 [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

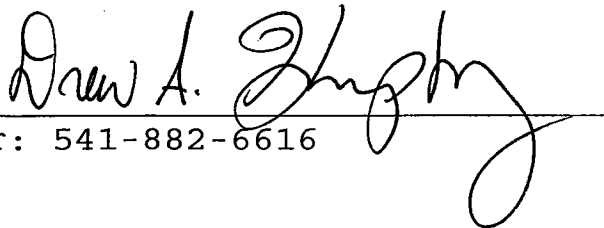
**WARNING:** You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: June 13, 2013

Trustee name: Drew A. Humphrey

Trustee signature: \_\_\_\_\_

Trustee phone number: 541-882-6616

A handwritten signature in black ink, appearing to read "Drew A. Humphrey", is written over a horizontal line. The signature is fluid and cursive.

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION  
PRACTICES ACT, 15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 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 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 Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from 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: Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon 97601.

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

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**TRUSTEE'S AFFIDAVIT OF SERVICE ON OCCUPANTS**

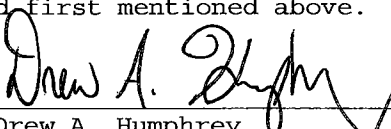
STATE OF OREGON     )  
                              ) ss.  
County of Klamath    )

I, Drew A. Humphrey, being first duly sworn, depose, say and certify that:

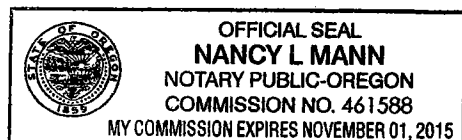
I am the successor trustee of that certain trust deed executed and delivered by Rafael Pena and Kamara Pena as grantor to First American Title as trustee in which Bonnie Church, whose beneficial interest was assigned to Bonnie Church, Trustee, or her successor in trust, under the Bonnie Church Family Trust dated May 27, 2010, by instrument recorded June 26, 2010, at Volume 2010-007693, Microfilm Records of Klamath County, Oregon, is beneficiary, recorded on January 25, 2010 in the mortgage records of Klamath County, Oregon, in book/volume No. 2010 at page 000888, covering the real property described therein.

I hereby certify that on June 24, 2013 the occupant(s) of the real property described in the above-referenced trust deed were served with a true copy of the attached Notice of Default and Election to Sell and of Sale. I further certify that pursuant to ORCP 7D(2)(b) true copies of the Notice of Default and Election to Sell and of Sale were mailed to the occupants with a statement of the date, time, and place at which substituted service was made. The return of service is attached hereto.

The word "trustee" as used in this affidavit means any successor trustee to the trustee named in the trust deed first mentioned above.

  
\_\_\_\_\_  
Drew A. Humphrey

SUBSCRIBED AND SWORN to before me this 24 day of July, 2013.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 11-1-15

**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 15112 Pioneer Rd. Klamath Falls, OR 97601

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to \_\_ at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: \_\_

☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1 <sup>st</sup> Attempt:	June 24, 2013	3:15 PM	POSTED FRONT DOOR
2 <sup>nd</sup> Attempt:	July 16, 2013	3:41 PM	POSTED LOCKED GATE
3 <sup>rd</sup> Attempt:	July 22, 2013	8:42 AM	POSTED LOCKED GATE

☐ **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 July 24, 2013, 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 Chelsee Chambers

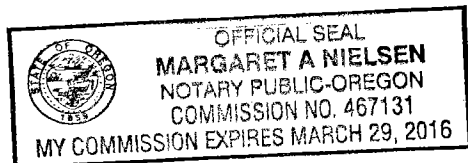
15112 Pioneer Rd. Klamath Falls, OR 97601  
**ADDRESS OF SERVICE**

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.

June 24, 2013                      3:15 AM  
**DATE OF SERVICE              TIME OF SERVICE**  
☐ or non occupancy

By: [Signature]  
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 24<sup>th</sup> day of July, 2013.



Margaret A. Nielsen  
Notary Public for Oregon



**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#15095 SALE

CHURCH - PENA

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

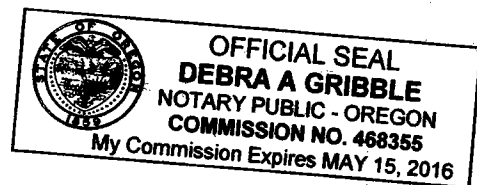
Insertion(s) in the following issues:

08/14/2013 08/21/2013 08/28/2013 09/04/2013

Total Cost: \$974.90

*Linda Culp*  
Subscribed and sworn by Linda Culp before me on:  
4th day of September in the year of 2013

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



**NOTICE OF DEFAULT AND ELECTION TO SELL  
AND OF SALE WE ARE ATTEMPTING TO COLLECT  
A DEBT. ANY INFORMATION OBTAINED WILL BE  
USED FOR THAT PURPOSE**

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Rafael Pena and Kamara Pena, Grantor; First American Title, Trustee; and Bonnie Church, whose beneficial interest was assigned to Bonnie Church, Trustee, or her successor in trust, under the Bonnie Church Family Trust dated May 27, 2010, by instrument recorded June 26, 2010, at Volume 2010-007693, Microfilm Records of Klamath County, Oregon, Beneficiary, recorded in Official/Microfilm Records, Volume 2010, Page 000888, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 15112 Pioneer Road, Klamath Falls, OR 97601 ("Property"):

Lot 11 in Block 4 of KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to pay monthly payments of \$734.17 due January 1, 2013 and monthly payments thereafter; failed to keep property insured.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

The sum of \$89,836.97 plus interest thereon at the rate of 9% per annum from March 6, 2013 until paid, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on October 29, 2013, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. 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 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 Trust Deed, and in addition to paying said sum 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's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: June 13, 2013

TRUSTEE

/s/Drew A. Humphrey, Successor Trustee  
411 Pine Street, Klamath Falls, OR 97601

#15095 August 14, 21, 29, September 04, 2013.