

1st 1904687

**RECORDING COVER SHEET FOR NOTICE
OF SALE PROOF OF COMPLIANCE PER
O.R.S. 205.234**

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

2013-013159

Klamath County, Oregon

11/26/2013 12:04:42 PM

Fee: \$117.00

WHEN RECORDED MAIL TO

REGIONAL TRUSTEE SERVICES CORPORATION, as Trustee
616 1st Avenue, Suite 500
Seattle, WA 98104

Trustee's Sale No: 09-CO-126059

6761536



MARK NAME(S) OF ALL THE TRANSACTION(S) described in the attached instrument. Fill in the Original Grantor on Trust Deed and the Beneficiary as indicated. Each Affidavit of Mailing Notice of Sale or Affidavit of Publication Notice of Sale or Proof of Service will be considered a transaction.

☒ **AFFIDAVIT OF MAILING NOTICE OF SALE** (must have trustee's notice of sale attached)

☒ **AFFIDAVIT OF PUBLICATION NOTICE OF SALE**

☒ **PROOF OF SERVICE /AFFIDAVIT OF NON-OCCUPANCY**

☐ **AFFIDAVIT OF COMPLIANCE (AS REQUIRED BY ORS.750(5))**

Original Grantor on Trust Deed

MAX J. CRISMON AND DANIELLE N CRISMON, HUSBAND AND WIFE

Beneficiary

EAGLE HOME MORTGAGE, LLC

REGIONAL TRUSTEE SERVICES CORPORATION
616 1st Avenue, Suite 500
Seattle, WA 98104
Phone: (206) 340-2550 / Fax:

Trustee Sale No.: 09-CO-126059



Affidavit of Mailing Trustee's Notice of Sale

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, being first duly sworn, states that I am now, and at all times herein mentioned was a citizen of the United States a resident of the State of Washington, and over the age of eighteen years, and not the beneficiary or his successor in interest named in the attached original Notice of Sale given under the terms of that certain trust deed described in said Notice.

That I gave notice of the sale of the real property described in the attached Notice of Sale and Notice to Grantor as required by Section 20 of Chapter 19, Oregon Laws 2008; by mailing a copy 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:

DANIELLE N CRISMON, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603
DANIELLE N CRISMON, 7521 REGAL MOUNTAIN DRIVE, ANCHORAGE, AK, 99508
MAX J. CRISMON, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603
MAX J. CRISMON, 7521 REGAL MOUNTAIN DRIVE, ANCHORAGE, AK, 99508
OCCUPANT, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603

Also, I gave notice of the sale of the real property described in the Notice of Sale by mailing a copy 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:

FALCON HEIGHTS CONDOMINIUM ASSOCIATION INC, C/O W. LOUELLYN KELLY, 135 SOUTH 9TH STREET, KLAMATH FALLS, OR, 97601
FALCON HEIGHTS CONDOMINIUM ASSOCIATION INC, 10301 PREDDY AVENUE, KLAMATH FALLS, OR, 97603
FALCON HEIGHTS CONDOMINIUM ASSOCIATION INC, C/O W. LOUELLYN KELLY, PO BOX 127, KLAMATH FALLS, OR, 97601
Tenant, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603

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

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale by an authorized representative of the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at

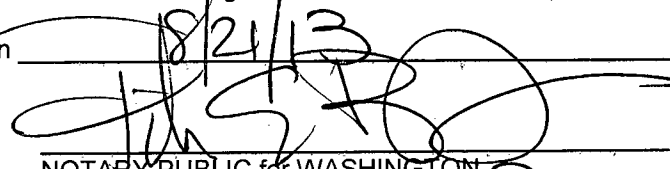
OR_NOTS Mailing Aff

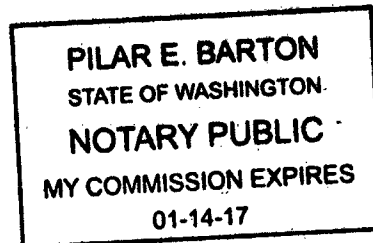
Seattle, WASHINGTON, on 8/21/2013. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices 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 corporation and any other legal or commercial entity.


On behalf of Regional Trustee Services Corporation

SUBSCRIBED AND SWORN TO before me on 8/21/13


NOTARY PUBLIC for WASHINGTON
My commission expires: 1/14/17



Phone: (206) 340-2550 / Fax: (206) 292-4930

WA NOTS Mailing Aff

Exhibit "A"

DANIELLE N CRISMON, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603
DANIELLE N CRISMON, 7521 REGAL MOUNTAIN DRIVE, ANCHORAGE, AK, 99508
MAX J. CRISMON, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603
MAX J. CRISMON, 7521 REGAL MOUNTAIN DRIVE, ANCHORAGE, AK, 99508
OCCUPANT, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603

FALCON HEIGHTS CONDOMINIUM ASSOCIATION INC, C/O W. LOUELLYN KELLY, 135
SOUTH 9TH STREET, KLAMATH FALLS, OR, 97601
Tenant, 10249 MCGUIRE AVE, KLAMATH FALLS, OR, 97603

NOTICE TO BORROWER: YOU SHOULD BE AWARE THAT THE UNDERSIGNED IS ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705 et seq. and O.R.S. 79.5010, et seq.
Trustee's Sale No. 09-CO-126059



Reference is made to that certain Deed of Trust made by, MAX J. CRISMON AND DANIELLE N CRISMON, HUSBAND AND WIFE, as grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE, LLC, as beneficiary, dated 11/28/2007, recorded 12/4/2007, under Instrument No. 2007-020339, records of KLAMATH County, OREGON. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by THE OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

UNIT 10249 (MCGUIRE AVENUE) SUPPLEMENT PLAT, TRACT 1379, FALCON HEIGHTS CONDOMINIUM - STAGE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any, of the real property described above is purported to be:

10249 MCGUIRE AVE
KLAMATH FALLS, OR 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due, the following sums:

	Amount due as of August 19, 2013
Delinquent Payments from May 01, 2011	
8 payments at \$ 1,017.49 each	\$ 8,139.92
20 payments at \$ 1,010.48 each (05-01-11 through 08-19-13)	\$ 20,209.60
Late Charges:	\$ 1,236.76
BENEFICIARY ADVANCES	
INSPECTION FEE	\$ 374.00
TITLE FEES	\$ 804.00
PROPERTY MAINTENANCE	\$ 460.00
PREVIOUS ATTY FEES	\$ 1,582.65
BPO	\$ 100.00
Suspense Credit:	\$ 0.00

TOTAL:

=====

\$ 32,906.93

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following:

UNPAID PRINCIPAL BALANCE OF \$153,887.10, PLUS interest thereon at 5.125% per annum from 04/01/11 to 1/1/2012, 5.125% per annum from 1/1/2012, until paid, together with escrow advances, foreclosure costs, trustee fees, attorney fees, sums required for the protection of the property and additional sums secured by the Deed of Trust.

WHEREFORE, notice hereby is given that the undersigned trustee, will on December 20, 2013, at the hour of 11:00 AM, in accord with the standard of time established by ORS 187.110, at KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, County of KLAMATH, State of OREGON, sell at public auction to the highest bidder for cash, the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing 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 sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the same.

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for December 20, 2013. The date of this sale may be postponed. Unless the lender who 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;
- 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 MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar at 800-452-7636 and ask for the lawyer referral service. 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 may be obtained through Safenet at 800-SAFENET.

DATED: 8/19/2013

REGIONAL TRUSTEE SERVICES CORPORATION
Trustee

By 
MELANIE BEAMAN, AUTHORIZED AGENT
616 1st Avenue, Suite 500, Seattle, WA 98104
Phone: (206) 340-2550
Sale Information: <http://www.rtrustee.com>

STATE OF WASHINGTON }
 } ss.
COUNTY OF KING }

I certify that I am an authorized representative of trustee, and the foregoing is a complete and exact copy of the original trustee's notice of sale.

Authorized Representative of Trustee



8/19/2013

**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 10249 MCGUIRE AVE , KLAMATH FALLS, OR 97603.

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 "foreclosure".

The amount you would have had to pay as of 8/19/2013, to bring your mortgage loan current was \$33,124.93. 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 1-800-542-2550 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: Regional Trustee Services, 616 1st Avenue, Suite 500, Seattle, WA, 98104.

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

**December 20, 2013, 11:00 AM
KLAMATH COUNTY COURTHOUSE**

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 request that your lender 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.

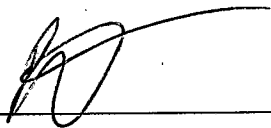
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-723-3638. You may also wish to talk to a lawyer. 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 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 the Oregon State Bar Legal Aid at 503-684-3763 or toll free in Oregon at 800-452-7636 or on the web at 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 any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED 8/19/2013

Regional Trustee Services
616 1ST Avenue, Suite 500
Seattle, WA 98104

Trustee signature: _____



Trustee telephone number: 800-542-2550

09-10-126059

**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 **10249 McGuire Ave. Klamath Falls, OR 97603**

☐ **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.

1st Attempt: August 22, 2013 3:08 PM POSTED

2nd Attempt: August 28, 2013 4:02 PM POSTED

3rd Attempt: September 03, 2013 3:46 PM POSTED

☐ **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 September 5, 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

Chelsae Chambers

**10249 McGuire Ave. Klamath Falls, OR 97603
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.

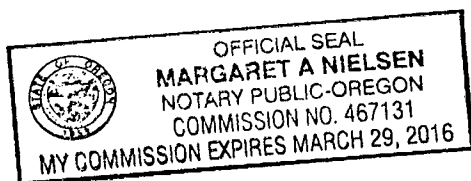
August 22, 2013 3:08 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: *[Signature]*

ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 9th day of September, 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#15111 SALE CRISMON
ASAP#4410299
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:
08/28/2013 09/04/2013 09/11/2013 09/18/2013

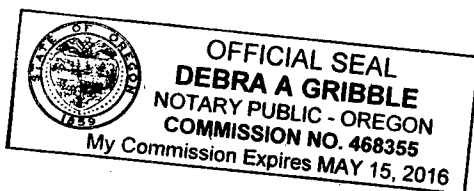
Total Cost: \$2434.52

Linda Culp

Subscribed and sworn by Linda Culp before me on:
18th day of September in the year of 2013

Debra A Gribble

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



RStas

TRUSTEE'S NOTICE OF SALE

Pursuant to O.R.S. 86.705 et seq. and O.R.S. 79.5010, et seq. Trustee's Sale No. 09-CO-126059
NOTICE TO BORROWER: YOU SHOULD BE AWARE THAT THE UNDERSIGNED IS ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Reference is made to that certain Deed of Trust made by, MAX J. CRISMON AND DANIELLE N CRISMON, HUSBAND AND WIFE, as grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE, LLC, as beneficiary, dated 11/28/2007, recorded 12/4/2007, under Instrument No. 2007-020339, records of KLAMATH County, OREGON. The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by THE OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit: UNIT 10249 (MC GUIRE AVENUE) SUPPLEMENT PLAT, TRACT 1379, FALCON HEIGHTS CONDOMINIUM - STAGE 3, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. The street address or other common designation, if any, of the real property described above is purported to be: 10249 MC GUIRE AVE KLAMATH FALLS, OR 97603 The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due, the following sums: Amount due as of August 19, 2013 Delinquent Payments from May 01, 2011 8 payments at \$1,017.49 each \$8,139.92 20 payments at \$1,010.48 each \$20,209.60 (05-01-11 through 08-19-13) Late Charges: \$1,236.76 BENEFICIARY ADVANCES INSPECTION FEE \$374.00 TITLE FEES \$804.00 PROPERTY MAINTENANCE \$460.00 PREVIOUS ATTY FEES \$1,582.65 BPO \$100.00 Suspense Credit: \$0.00 TOTAL: \$32,906.93 ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following: UNPAID PRINCIPAL BALANCE OF \$153,887.10, PLUS interest thereon at 5.125% per annum from 04/01/11 to 1/1/2012, 5.125% per annum from 1/1/2012, until paid, together with escrow advances, foreclosure costs, trustee fees, attorney fees, sums required for the protection of the property and additional sums secured by the Deed of Trust.

WHEREFORE, notice hereby is given that the undersigned trustee, will on **December 20, 2013**, at the hour of **11:00 AM**, in accord with the standard of time established by ORS 187.110, at **KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, County of KLAMATH, State of OREGON**, sell at public auction to the highest bidder for cash, the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing 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 sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

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. Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the same. **NOTICE TO RESIDENTIAL TENANTS:** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for December 20, 2013. The date of this sale may be postponed. Unless the lender who 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; 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 is not responsible to you for any

