

157 2124741

**RECORDING COVER SHEET**

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

**2013-013592**

**Klamath County, Oregon**

**12/10/2013 01:28:58 PM**

**Fee: \$122.00**

**After Recording Return To:**

**Valerie A Tomasi [EAD]  
Tomasi Salyer Baroway  
121 SW Morrison, Suite 1850  
Portland, OR 97204-3136**

**1. Title(s) of the Transaction(s) ORS 205.234(a):**

**Affidavit of Mailing Trustee's Notice of Sale  
Affidavit of Mailing Notice to Grantor/Occupants  
Affidavit of Posting  
Affidavit of Mailing  
Affidavit of Publication**

**2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:**

**Valerie A Tomasi**

**3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:**

**David G Epling and John E Haggard**

**4. Send Tax Statements To:**

**No Change**

**5. True and Actual Consideration:**

**N/A**

**6. Deed Reference:**

**2009/000366**

F.  
117.-

1st 2124741

After Recording Return To:

Valerie A. Tomasi [EAD]  
Tomasi Salyer Baroway  
121 SW Morrison, Suite 1850  
Portland, OR 97204

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AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

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STATE OF OREGON                    )  
  ) ss  
County of Multnomah                )

I, Bianca Pahl, Receptionist at Tomasi Salyer Baroway, being first duly sworn, depose, say and certify that:

At all times mentioned herein, 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 Trustee's Notice of Sale.

I gave notice of the sale of the real property described in the attached original 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:

Occupants and/or Tenants  
29441 Easy Street  
Klamath Falls, OR 97603

David G. Epling  
c/o Lisa Murray,  
Personal Representative of the  
Estate of David G. Epling  
10044 Westbrook Dr.  
Klamath Falls, OR 97603

Lisa Murray,  
Personal Representative of the  
Estate of David G. Epling  
c/o Neal G. Buchanan, Attorney  
435 Oak Ave.  
Klamath Falls, OR 97601

John E. Haggard  
29441 Easy Street  
Klamath Falls, OR 97603

John E. Haggard  
68130 Concepcion Rd.  
Cathedral City, CA 92234

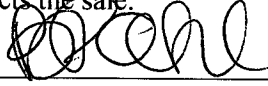
Each of the notices so mailed was a true copy of the original Trustee's Notice of Sale. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States Post Office at Portland, Oregon, on **August 2, 2013**.

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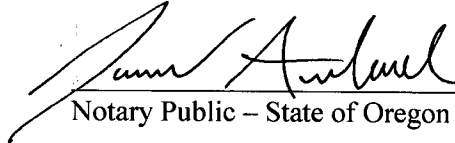
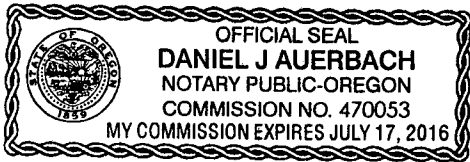
///

With respect to each person listed above, one such notice was mailed by first class mail to the address indicated, and another such notice was mailed by certified mail with return receipt requested. Each such notice was mailed after the Notice of Default and Election to Sell was recorded and at least 120 days before the Trustee conducts the sale.



Bianca Pahl, Receptionist

SUBSCRIBED AND SWORN to before me this 8 day of August, 2013.

  
Notary Public – State of Oregon

## TRUSTEE'S NOTICE OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, executed and delivered by **David G. Epling and John E. Haggard**, as grantor, to **AmeriTitle**, as trustee, in favor of **SOFCU Community Credit Union**, as beneficiary, dated January 8, 2009, and recorded on January 13, 2009, as Recording No. 2009-000366, in the mortgage records of Klamath County, Oregon. SOFCU Community Credit Union is now known as **First Community Credit Union**.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:

Lots 109 and 110, THIRD ADDITION TO SPORTSMAN PARK,  
according to the official plat thereof on file in the office of the County  
Clerk of Klamath County, Oregon.

There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Arrearage in the sum of \$10,721.90 as of August 1, 2013, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.

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:

Payoff in the sum of \$241,713.04 as of August 1, 2013, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on **January 7, 2014**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main 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 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.

The NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

DATED: August 7, 2013.



Valerie A. Tomasi, Successor Trustee  
Tomasi Salyer Baroway  
121 SW Morrison, Suite 1850  
Portland, OR 97204  
Phone: 503-894-9900; fax: 971-544-7236

**EXHIBIT A**  
**NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **January 7, 2014**. 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:**

- 1) THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**
- 2) 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.

**HOW TO FIND 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](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).



After Recording Return To:

Valerie A. Tomasi [EAD]  
Tomasi Salyer Baroway  
121 SW Morrison, Suite 1850  
Portland, OR 97204

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AFFIDAVIT OF MAILING NOTICE TO GRANTOR/OCCUPANTS  
(Pursuant to ORS 86.737(1))

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STATE OF OREGON            )  
                                      ) ss  
County of Multnomah        )

I, Bianca Pahl, Receptionist at Tomasi Salyer Baroway, being first duly sworn, depose and say:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and I am not the beneficiary or the beneficiary's successor in interest given under the terms of that certain trust deed recorded on January 13, 2009, in the records of Klamath County, Oregon, under Instrument No. 2009-000366 (the "Trust Deed"), and covering the following described real property (the "Property") situated in the above mentioned county and state, to wit:

Lots 109 and 110, THIRD ADDITION TO SPORTSMAN  
PARK, according to the official plat thereof on file in the office  
of the County Clerk of Klamath County, Oregon.

On August 8, 2013, I caused to be mailed true copies of the attached original notice required under ORS 86.737(1) ("DANGER Notice"). The DANGER Notice was mailed to the grantor named in the Trust Deed and occupant (if the grantor is not also the occupant) of the Property on or before the date the notice of sale was served or mailed, by both first class and certified mail with return receipt requested, at their respective last known addresses, to-wit:

Occupants and/or Tenants  
29441 Easy Street  
Klamath Falls, OR 97603

John E. Haggard  
68130 Concepcion Rd.  
Cathedral City, CA 92234

John E. Haggard  
29441 Easy Street  
Klamath Falls, OR 97603

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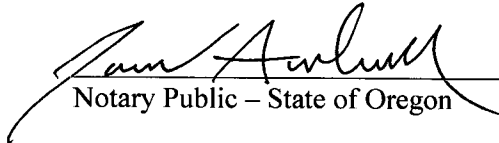
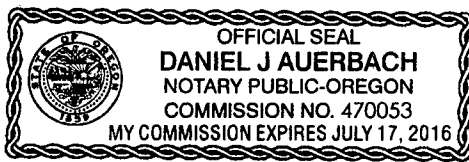
AFFIDAVIT OF MAILING NOTICE TO GRANTOR/OCCUPANTS  
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David G. Epling  
c/o Lisa Murray,  
Personal Representative of the  
Estate of David G. Epling  
10044 Westbrook Dr.  
Klamath Falls, OR 97603



Bianca Pahl, Receptionist

SUBSCRIBED AND SWORN to before me this 8 day of August, 2013.

  
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:**

29441 Easy Street, Klamath Falls, Oregon 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 August 1, 2013, to bring your mortgage loan current was \$10,721.90. 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 Jeanne Brooks at First Community Credit Union at (541) 756-5415, ext. 8234 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: Valerie A. Tomasi, Tomasi Salyer Baroway, 121 SW Morrison Street, Suite 1850, Portland, OR 97204.

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

**Date and time:** January 7, 2014 at 11:00 a.m.

**Place:** Main Entrance of the Klamath County Courthouse  
316 Main 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 any time before the sale.
3. You can call Valerie A. Tomasi, Tomasi Salyer Baroway, at (503) 894-9900 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

telephone number of an organization near you, please call the statewide telephone contact number at **(855) 480-1950**. 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 **<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 **<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 any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: August 7, 2013.



Valerie A. Tomasi, Successor Trustee  
(503) 894-9900

FCCU/Epling/ F68

**AFFIDAVIT OF POSTINGS**

STATE OF OREGON }  
County of Klamath } ss.

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

I made service of the attached original Trustee's Notice of Sale; Notice You Are in Danger of Losing Your Property and Letter (dated August 7, 2013 and addressed To Whom It May Concern) upon an **OCCUPANT** of the addresses named below, by delivering and/or posting a true copy of the aforementioned documents at each of the individual dwellings situated upon the subject property, as hereinafter described:

On August 19, 2013 at 2:48 p.m., I attempted personal service at the main house at **29441 Easy St., Klamath Falls, OR 97603**. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On August 28, 2013 at 3:07 p.m., I returned to the main house at 29441 Easy St., Klamath Falls, OR 97603. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On September 03, at 4:30 p.m., I returned to the main house at 29441 Easy St., Klamath Falls, OR 97603 and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

On August 19, 2013 at 2:49 p.m., I attempted personal service at the workshop at **29441 Easy St., Klamath Falls, OR 97603**. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On August 28, 2013 at 3:08 p.m., I returned to the workshop at 29441 Easy St., Klamath Falls, OR 97603. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On September 03, at 4:31 p.m., I returned to the workshop at 29441 Easy St., Klamath Falls, OR 97603 and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

On August 19, 2013 at 2:50 p.m., I attempted personal service at the guest house at **29441 Easy St., Klamath Falls, OR 97603**. I received no answer at the front door and no one appeared to be home.

FCCU/Epling/ F68

At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On August 28, 2013 at 3:09 p.m., I returned to the guest house at 29441 Easy St., Klamath Falls, OR 97603. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On September 03, at 4:32 p.m., I returned to the guest house at 29441 Easy St., Klamath Falls, OR 97603 and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

On August 19, 2013 at 2:51 p.m., I attempted personal service at the shed at 29441 Easy St., Klamath Falls, OR 97603. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On August 28, 2013 at 3:10 p.m., I returned to the shed at 29441 Easy St., Klamath Falls, OR 97603. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

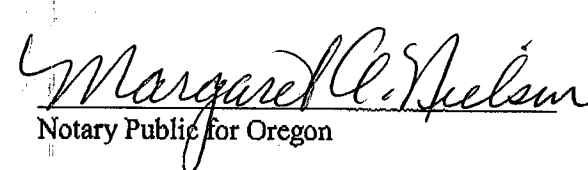
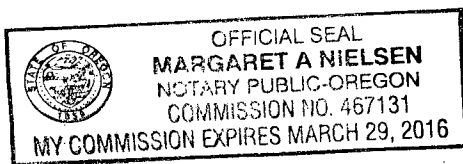
On September 03, at 4:33 p.m., I returned to the shed at 29441 Easy St., Klamath Falls, OR 97603 and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

I declare under penalty of perjury that the above statements are true and correct.

  
Gabriel Martinez

(302164)

SUBSCRIBED AND SWORN TO before me this 12 day of September, 2013, by Gabriel Martinez.

  
Notary Public for Oregon

## AFFIDAVIT OF MAILING

STATE OF OREGON           )  
  ) ss.  
County of Multnomah       )

I, Mary Brodbeck, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On September 04, 2013, I mailed a true copy of the Trustee's Notice of Sale; Notice You Are in Danger of Losing Your Property and Letter (dated August 7, 2013 and addressed To Whom It May Concern), postage pre-paid, and in separate envelopes, to OCCUPANT.

The envelopes were addressed as follows:

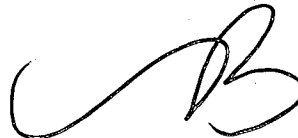
OCCUPANT  
Main House  
2944 Easy St.  
Klamath Falls, OR 97603

OCCUPANT  
Worksop  
2944 Easy St.  
Klamath Falls, OR 97603

OCCUPANT  
Guest House  
2944 Easy St.  
Klamath Falls, OR 97603

OCCUPANT  
Shed  
2944 Easy St.  
Klamath Falls, OR 97603

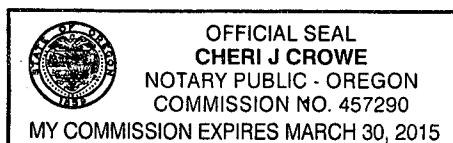
I declare under penalty of perjury that the above statements are true and correct.

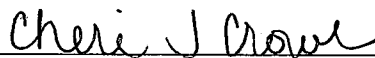


Mary Brodbeck

(302164)

SUBSCRIBED AND SWORN to before me this 10, day of September, 2013, by Mary Brodbeck.



  
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#15225 SALE

**EPLING / HAGGARD**

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

Insertion(s) in the following issues:

10/27/2013 11/03/2013 11/10/2013 11/17/2013

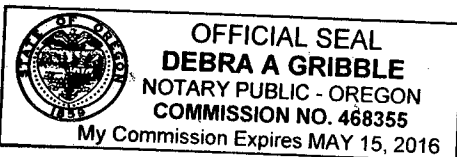
Total Cost: \$1195.22

*Linda Culp*

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

*Debra A Gribble*

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



**TRUSTEE'S NOTICE OF SALE**

Reference is made to a certain trust deed ("Trust Deed") made, executed and delivered by **David G. Epling and John E. Haggard**, as grantor, to **AmeriTitle**, as trustee, in favor of **SOFCU Community Credit Union**, as beneficiary, dated January 8, 2009, and recorded on January 13, 2009, as Recording No. 2009-000366, in the mortgage records of Klamath County, Oregon. SOFCU Community Credit Union is now known as **First Community Credit Union**.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:

Lots 109 and 110, THIRD ADDITION TO  
SPORTSMAN PARK, according to the official plat  
thereof on file in the office of the County Clerk  
of Klamath County, Oregon.

There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Arrearage in the sum of \$10,721.90 as of August 1, 2013, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.

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:

Payoff in the sum of \$241,713.04 as of August 1, 2013, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on **January 7, 2014**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main 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 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.

The **NOTICE TO RESIDENTIAL TENANTS**, attached hereto as **Exhibit A**, is incorporated herein by reference. [Exhibit A, **NOTICE TO RESIDENTIAL TENANTS**, is not published pursuant to 86.750(2)(b).]

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.**

DATED: August 7, 2013.

Valerie A. Tomasi, Successor Trustee

Tomasi Salyer Baroway

121 SW Morrison, Suite 1850, Portland, OR 97204

Phone: 503-894-9900; fax: 971-544-7236

#15225 October 27, November 03, 10, 17, 2013.