

AFTER RECORDING RETURN TO:

GREENE & MARKLEY, P.C.
Attn. Carrie R. Evans
1515 SW 5th Avenue, Suite 600
Portland, OR 97201

2014-001915

Klamath County, Oregon

03/06/2014 03:22:16 PM

Fee: \$107.00

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss.
County of Multnomah)

I, Carrie R. Evans, being first duly sworn, depose and say:

I am a resident of the State of Oregon, a competent person over the age of 18 years and not the Beneficiary, or Beneficiary's successor in interest, named in the attached Trustee's Notice of Sale.

I mailed a true copy of the attached Trustee's Notice of Sale by certified first class mail, return receipt requested, and first class mail, to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

NAME

ADDRESS

Sierra Development, LLC
c/o Hilary Wilcher, Registered Agent

7654 Andrew Drive
Klamath Falls, OR 97603

PO Box 5077
Klamath Falls, OR 97601

All Occupants

11771 Folley Lane
Keno, OR 97627

Eddie L. Wilcher

11771 Folley Lane
Keno, OR 97627

PO Box 240
Keno, OR 97627

PO Box 247
Keno, OR 97627

Nathan J Ratliff, Esq.
Parks & Ratliff PC
Attorney for Eddie Wilcher

620 Main St
Klamath Falls OR 97601

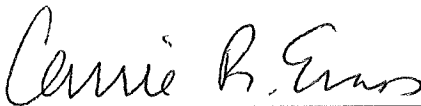
MEINH, LLC
c/o Orville Wilson, Registered Agent

7767 SW Cirrus Drive
Beaverton, OR 97008

Each copy was contained in a sealed envelope, with postage prepaid, and was deposited in the United States post office at Portland, Oregon, on November 7, 2013. Each of the notices was mailed after the Notice of Default and Election to Sell was recorded.

The above-named 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) 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 by ORS 86.785.

As used herein, the singular includes the plural, Trustee includes Successor Trustee, and person includes corporation and any other legal or commercial entity.



Carrie R. Evans

This instrument was acknowledged before me on November 7, 2013, by Carrie R. Evans.





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#15376 SALE SIERRA DEV

FILE #7225-006

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:

01/25/2014 02/01/2014 02/08/2014 02/15/2014

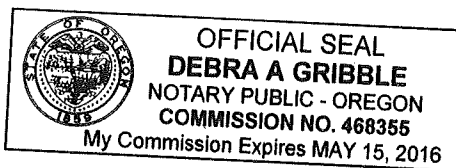
Total Cost: \$2241.74

Linda Culp

Subscribed and sworn by Linda Culp before me on:
17th day of February in the year of 2014

Debra A Gribble

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



TRUSTEE'S NOTICE OF SALE

The trust deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

Grantor: SIERRA DEVELOPMENT, LLC
Trustee: MORTGAGE EXCHANGE FINANCIAL SERVICES, INC.
Beneficiary: THE MORTGAGE EXCHANGE, INC.
Date: July 18, 2007
Recording Date: July 18, 2007
Recording Reference: 2007-12776
County of Recording: Klamath

The Beneficiary's interest was assigned to Columbia Community Bank for security purposes by instrument recorded July 30, 2007, as No. 2007-013451, Official Records, Klamath County, Oregon.

The Trust Deed covers the following described real property in the County of Klamath and State of Oregon, together with all personal property and rents, as defined in the Trust Deed (collectively "the Property"):

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 5 IN SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT 5/8 INCH IRON PIN WHICH IS SOUTH 0°03'59" EAST 2050.32 FEET AND SOUTH 89°54'36" EAST 1385.73 FEET FROM THE NORTHWEST CORNER OF SECTION 6 AND IS ALSO SOUTH 89°54'36" EAST 60.0 FEET FROM THE NORTH-EAST CORNER OF LOT 1 IN BLOCK 1 OF KENO WHISPERING PINES SUBDIVISION, WHICH POINT OF BEGINNING IS ALSO ON THE EAST RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED FROM BEN L. SNOWGOOSE, ET UX., TO EDWARD J. SHIPSEY, ET UX., RECORDED MAY 6, 1968 DEED VOLUME M68 PAGE 4060, RECORDS KLAMATH COUNTY, OREGON, A DISTANCE OF 455.09 FEET TO A 5/8 INCH IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN COUNTY ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 34°10'53" EAST A DISTANCE OF 321.20 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 31°33' EAST 129.30 FEET TO A 5/8 INCH IRON PIN; THENCE WEST 703.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY LINE OF THE SOUTHERLY PROJECTION OF THE AFORESAID PUBLIC ROAD; THENCE ALONG SAID EAST LINE NORTH 0°03'57" WEST 375.90 FEET TO THE POINT OF BEGINNING, AND

PARCEL 2:

TRACT OF LAND SITUATED IN THE NE 1/4 SW1/4 AND THE SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M83 PAGE 4375 OF THE KLAMATH COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 OF "KENO WHISPERING PINES"; THENCE ALONG THE BOUNDARY OF SAID "KENO WHISPERING PINES", SOUTH 00°03'57" EAST 603.80 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 6, AND SOUTH 00°01'15" WEST 273.55 FEET; THENCE SOUTH 89°59'24" EAST 530.06 FEET; THENCE NORTH 71°13'12" EAST 471.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN ROAD; THENCE NORTH 41°33'00" WEST, ALONG SAID RIGHT OF WAY LINE, 86.1 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M72 PAGE 12797; THENCE, ALONG THE LINES OF SAID TRACT, WEST 871.3 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN AND NORTH 00°03'57" WEST 276.35 FEET; THENCE CONTINUING NORTH 00°03'57" WEST 375.90 FEET; THENCE SOUTH 89°54'36" WEST 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE W 1/2 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON PIN WHICH IS SOUTH 89°54'36" EAST 60 FEET FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 WHISPERING PINES SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF WHISPERING PINES DRIVE; THENCE SOUTH 0°04' EAST 375.90 FEET TO A 5/8 INCH IRON PIN WHICH IS THE TRUE POINT OF BEGINNING; THENCE

EAST 703.0 FEET TO A 5/8 INCH IRON PIN WHICH IS ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN HIGHWAY; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF SAID HIGHWAY SOUTH 31°33' EAST A DISTANCE OF 324.27 FEET TO A 5/8 INCH IRON PIN; THENCE WEST 872.67 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY OF A PROPOSED 60 FOOT ROAD; THENCE NORTH 0°04' WEST 276.35 FEET ALONG THE EAST RIGHT OF WAY OF SAID PROPOSED ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN THE NE 1/4 SW 1/4 AND THE SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M83 PAGE 4375 OF THE KLAMATH COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS; BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF "KENO WHISPERING PINES"; THENCE ALONG THE BOUNDARY OF SAID "KENO WHISPERING PINES", SOUTH 00°03'7" EAST 603.80 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 6; THENCE EAST A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 00°03'57" WEST 276.35 FEET; THENCE CONTINUING NORTH 00°03'57" WEST 375.90 FEET; THENCE SOUTH 89°54'36" WEST 60 FEET TO THE POINT OF BEGINNING.

The Grantor or other person owing the debt has defaulted as provided under the Trust Deed, and both the Beneficiary and the Trustee have elected to foreclose the Trust Deed and sell the Property to satisfy the obligations secured by the Trust Deed.

The default for which foreclosure is permitted is the Grantor's failure to pay when due the following sums:

Payment of settlement amount due October 9, 2013, plus unpaid taxes with interest and penalties, if any.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable as follows:

\$142,500 together with interest thereon at the rate of 9 percent per annum from October 9, 2013, until paid, together with Trustee's fees, attorney's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the Trust Deed, less reserves and credits, if any.

NOTICE

The Trustee will on March 21, 2014, at the hour of 11:00 o'clock, A.M., at the Main Entrance of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the Property which the Grantor had or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest which the Grantor acquired after the execution of the Trust Deed, to satisfy the obligations hereby secured and the costs, attorney fees and expenses of sale, including a reasonable charge by the Trustee.

NOTICE OF RIGHT TO CURE

The right exists for any person named under ORS 86.753, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by doing all of the following:

1. Paying the Beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred);
2. Curing any other default complained of herein that is capable of being cured by tendering the performance required under the debt or Trust Deed; and
3. Paying all costs and expenses actually incurred in enforcing the debt and Trust Deed, together with Trustee's and attorney fees not exceeding the amounts provided by 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 the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

DATED: November 7, 2013

/s/Gary L. Blacklidge, Successor Trustee

1515 SW 5th Ave., Suite 600, Portland, OR 97201

Telephone: (503) 295-2668 Facsimile: (503) 224-8434

#15376 January 25, February 01, 08, 15, 2014.

AFFIDAVIT OF SERVICE

STATE OF OREGON

County of Klamath

ss.

I, Robert Bolenbaugh, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; 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; Exhibit A upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**11771 Folley Ln.
Keno, OR 97627**


By delivering such copy, personally and in person to "**john doe**", at the above Property Address on November 13, 2013 at 9:03 AM.

Upon **OCCUPANT**, by delivering such true copy at the dwelling house or usual place of abode of OCCUPANT, to-wit: 11771 Folley Ln., Keno, OR 97627, to "john doe", who is a person 14 years of age or older residing in the dwelling house or usual place of abode of the person to be served on November 13, 2013 at 9:03 AM.


*At the time of service, he refused to provide his name.

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME
this 21st day of NOVEMBER, 2013
by Robert Bolenbaugh.



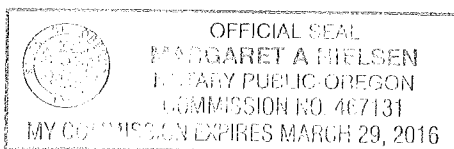
Notary Public for Oregon

X 

Robert Bolenbaugh
Nationwide Process Service, Inc.
300 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



384557



AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath

ss.

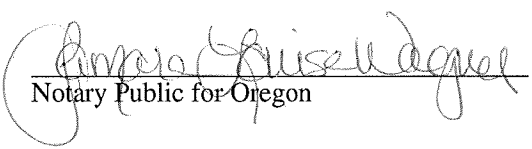
I, Cheri Crowe, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On November 18, 2013, I mailed a true copy of the Trustee's Notice of Sale; Exhibit A via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to OCCUPANT, pursuant to ORCP 7D(2)(b).

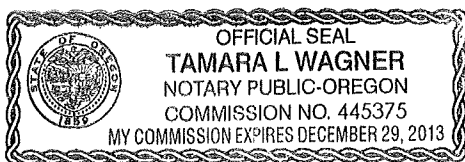
The envelope was addressed as follows:

OCCUPANT
11771 Folley Ln.
Keno, OR 97627

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME
this 20th day of November, 2013
by Cheri Crowe.


Notary Public for Oregon



X Cheri J Crowe
Cheri Crowe
Nationwide Process Service, Inc.
1201 S.W. 12th Avenue, Suite 300
Portland, OR 97205
503-241-0636



384557

AFTER RECORDING RETURN TO:

GREENE & MARKLEY, P.C.
ATTN. Carrie R. Evans
1515 SW 5TH AVENUE, SUITE 600
PORTLAND, OR 97201

TRUSTEE'S NOTICE OF SALE

The trust deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

Grantor:	SIERRA DEVELOPMENT, LLC
Trustee:	MORTGAGE EXCHANGE FINANCIAL SERVICES, INC.
Beneficiary:	THE MORTGAGE EXCHANGE, INC.
Date:	July 18, 2007
Recording Date:	July 18, 2007
Recording Reference:	2007-12776
County of Recording:	Klamath

The Beneficiary's interest was assigned to Columbia Community Bank for security purposes by instrument recorded July 30, 2007, as No. 2007-013451, Official Records, Klamath County, Oregon.

The Trust Deed covers the following described real property in the County of Klamath and State of Oregon, together with all personal property and rents, as defined in the Trust Deed (collectively "the Property"):

See Exhibit A

The Grantor or other person owing the debt has defaulted as provided under the

Trust Deed, and both the Beneficiary and the Trustee have elected to foreclose the Trust Deed and sell the Property to satisfy the obligations secured by the Trust Deed.

The default for which foreclosure is permitted is the Grantor's failure to pay when due the following sums:

Payment of settlement amount due October 9, 2013, plus unpaid taxes with interest and penalties, if any.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable as follows:

\$142,500 together with interest thereon at the rate of 9 percent per annum from October 9, 2013, until paid, together with Trustee's fees, attorney's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the Trust Deed, less reserves and credits, if any.

NOTICE

The Trustee will on March 21, 2014, at the hour of 11:00 o'clock, A.M., at the Main Entrance of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the Property which the Grantor had or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest which the Grantor acquired after the execution of the Trust Deed, to satisfy the obligations hereby secured and the costs, attorney fees and expenses of sale, including a reasonable charge by the Trustee.

NOTICE OF RIGHT TO CURE

The right exists for any person named under ORS 86.753, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by doing all of the following:

1. Paying the Beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred);
2. Curing any other default complained of herein that is capable of being cured by tendering the performance required under the debt or Trust Deed; and

3. Paying all costs and expenses actually incurred in enforcing the debt and Trust Deed, together with Trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

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NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 21, 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:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure

sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY
BETWEEN NOW AND THE FORECLOSURE SALE:
RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY
AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;

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

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

There are government agencies and nonprofit organizations that can give you information 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 **1-800-SAFENET (1-800-723-3638)**. 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 **1-800-452-7636** or you may visit its Web site at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

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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 the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

DATED: November 7, 2013



Gary L. Blacklidge
Successor Trustee
1515 SW 5th Ave., Suite 600
Portland, OR 97201
Telephone: (503) 295-2668
Facsimile: (503) 224-8434

\\G:\7225\006\O Nonjudicial Notice of Sale.wpd

Exhibit "A"

Real property in the County of Klamath, State of Oregon, described as follows:

PARCEL 1:

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 5 IN SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 5/8 INCH IRON PIN WHICH IS SOUTH 0°03'59" EAST 2050.32 FEET AND SOUTH 89°54'36" EAST 1385.73 FEET FROM THE NORTHWEST CORNER OF SECTION 6 AND IS ALSO SOUTH 89°54'36" EAST 60.0 FEET FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF KENO WHISPERING PINES SUBDIVISION, WHICH POINT OF BEGINNING IS ALSO ON THE EAST RIGHT OF WAY LINE OF A PUBLIC ROAD; THENCE CONTINUING EAST ALONG THE SOUTH LINE OF PROPERTY DESCRIBED IN DEED FROM BEN L. SNOWGOOSE, ET UX., TO EDWARD J. SHIPSEY, ET UX, RECORDED MAY 6, 1968 DEED VOLUME M68 PAGE 4060, RECORDS KLAMATH COUNTY, OREGON, A DISTANCE OF 455.09 FEET TO A 5/8 INCH IRON PIN ON THE WESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN COUNTY ROAD; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE SOUTH 34°10'53" EAST A DISTANCE OF 321.20 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTH 31°33' EAST 129.30 FEET TO A 5/8 INCH IRON PIN; THENCE WEST 703.00 FEET TO A 5/8 INCH IRON PIN ON THE EASTERLY LINE OF THE SOUTHERLY PROJECTION OF THE AFORESAID PUBLIC ROAD; THENCE ALONG SAID EAST LINE NORTH 0°03'57" WEST 375.90 FEET TO THE POINT OF BEGINNING, AND

PARCEL 2:

TRACT OF LAND SITUATED IN THE NE 1/4 SW 1/4 AND THE SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M83 PAGE 4375 OF THE KLAMATH COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 BLOCK 1 OF "KENO WHISPERING PINES"; THENCE ALONG THE BOUNDARY OF SAID "KENO WHISPERING PINES", SOUTH 00°03'57" EAST 603.80 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 6, AND SOUTH 00°01'15" WEST 273.55 FEET; THENCE SOUTH 89°59'24" EAST 530.06 FEET; THENCE NORTH 71°13'12" EAST 471.36 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN ROAD; THENCE NORTH 41°33'00" WEST, ALONG SAID RIGHT OF WAY LINE, 86.1 FEET, MORE OR LESS, TO THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M72 PAGE 12797; THENCE, ALONG THE LINES OF SAID TRACT, WEST 871.3 FEET, MORE OR LESS, TO A 5/8 INCH IRON PIN AND NORTH 00°03'57" WEST 276.35 FEET; THENCE CONTINUING NORTH 00°03'57" WEST 375.90 FEET; THENCE SOUTH 89°54'36" WEST 60.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LOCATED IN THE W 1/2 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON PIN WHICH IS SOUTH 89°54'36" EAST 60 FEET FROM THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 WHISPERING PINES SUBDIVISION, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF WHISPERING PINES DRIVE; THENCE SOUTH 0°04' EAST 375.90 FEET TO A 5/8 INCH IRON PIN WHICH IS THE TRUE POINT OF BEGINNING; THENCE EAST 703.0 FEET TO A 5/8 INCH IRON PIN WHICH IS ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE KENO-WORDEN HIGHWAY; THENCE ALONG THE SOUTHWESTERLY RIGHT OF WAY OF SAID HIGHWAY SOUTH 31°33' EAST A DISTANCE OF 324.27 FEET TO A 5/8 INCH IRON PIN; THENCE WEST 872.67 FEET TO A 5/8 INCH IRON PIN ON THE EAST RIGHT OF WAY OF A PROPOSED 60 FOOT ROAD; THENCE NORTH 0°04' WEST 276.35 FEET ALONG THE EAST RIGHT OF WAY OF SAID PROPOSED ROAD TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT OVER AND ACROSS THE FOLLOWING DESCRIBED TRACT OF LAND SITUATED IN THE NE 1/4 SW 1/4 AND THE SE 1/4 NW 1/4 OF SECTION 6, TOWNSHIP 40 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED VOLUME M83 PAGE 4375 OF THE KLAMATH COUNTY DEED RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN BLOCK 1 OF "KENO WHISPERING PINES"; THENCE ALONG THE BOUNDARY OF SAID "KENO WHISPERING PINES", SOUTH 00°03'7" EAST 603.80 FEET TO THE C-W 1/16 CORNER OF SAID SECTION 6; THENCE EAST A DISTANCE OF 60 FEET TO A POINT; THENCE NORTH 00°03'57" WEST 276.35 FEET; THENCE CONTINUING NORTH 00°03'57" WEST 375.90 FEET; THENCE SOUTH 89°54'36" WEST 60 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
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