

15-2179691

**RECORDING COVER SHEET**

**(Per ORS 205.234 or ORS 205.244)**

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not effect the Transaction(s) contained in the instrument itself

**2014-002661**

**Klamath County, Oregon**

**03/27/2014 11:26:54 AM**

**Fee: \$107.00**

This space reserved for use by  
the County Recording Office

**After recording return to:**

**1) Michelle M. Bertolino [SKM]  
Farleigh Wada Witt  
121 SW Morrison St Suite 600  
Portland OR 97204-3136**

**Title(s) of Transaction(s) ORS 205.234(a)**

Affidavit of Mailing Trustee's Notice of Sale  
Trustee's Notice of Sale  
Affidavit of Service  
Affidavit of Mailing  
Affidavit of Publication

**2) Indirect Party/Original Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160**

Irvin John McDonald

**3) Direct Party/Original Trustee(s) and address ORS 205.125(1)(a) and ORS 205.160**

Michelle M. Bertolino , Successor Trustee

**3a) Beneficiary and address, if any**

Klamath Public Employees Federal Credit Union

**4) True and Actual Consideration ORS 93.030**

N/A

**5) Send Tax Statements to:**

☐

: If this box is checked, then below applies:

**If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "Rerecorded at the request of \_\_\_\_\_ to correct \_\_\_\_\_ previously recorded in Book \_\_\_\_\_ and Page \_\_\_\_\_, or as Fee Number \_\_\_\_\_."**

**(Legal description if corrected is attached to included certified document of the original.)**

AFTER RECORDING RETURN TO:

Michelle M. Bertolino [SKM]  
Farleigh Wada Witt  
121 SW Morrison Street, Suite 600  
Portland, OR 97204-3136

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

I, Jackie Moran, Legal Assistant at Farleigh Wada Witt, 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**  
6732 Airway Drive  
Klamath Falls, OR 97603

Sheila Kay Llewellyn  
Formerly known as Sheila Kay McDonald  
22994 Highway 50  
Merrill, OR 97633-9706

Irvin John McDonald  
5232 Bartlett Avenue,  
Klamath Falls, OR 97603

Sheila Kay Llewellyn  
Formerly known as Sheila Kay McDonald  
PO Box 306  
Merrill, OR 97633-0306

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 **December 13, 2013**. With respect to each person listed above, one such notice was mailed by first class mail to the

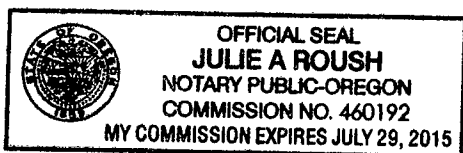
address indicated, and another such notice was mailed by certified mail with return receipt requested. Each such notice was mailed after the Notice of Default and Election to Sell was recorded and at least 120 days before the Trustee conducts the sale.

Jackie Moran

Jackie Moran - Legal Assistant

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

SUBSCRIBED AND SWORN to before me this 17th day of December, 2013.



Julie A. Roush

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 **Irvin John McDonald**, as grantor, to **AmeriTitle**, as trustee, in favor of **Klamath Public Employees Federal Credit Union**, as beneficiary, dated **April 14, 2011**, and recorded on **April 20, 2011**, as **Recording No. 2011-004997**, in the mortgage records of Klamath County, Oregon.

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

Lot 5 of ANKENY GARDEN TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM that portion thereof lying within the boundaries of U.S.B.R. Lateral G-3.

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 **\$1,547.95** as of **December 4, 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 **\$16,302.84** as of **December 4, 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 **April 24, 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 IS A COMMUNICATION FROM A DEBT COLLECTOR.**

DATED: December 10, 2013

A handwritten signature in black ink, appearing to read 'Michelle M. Bertolino', is written over a horizontal line.

Michelle M. Bertolino, Successor Trustee  
Farleigh Wada Witt  
121 SW Morrison Street, Suite 600  
Portland, OR 97204  
Phone: 503-228-6044; fax: 503-228-1741

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

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **April 24, 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).



## 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 and Letter (dated December 13, 2013 and addressed To Whom it May Concern) upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

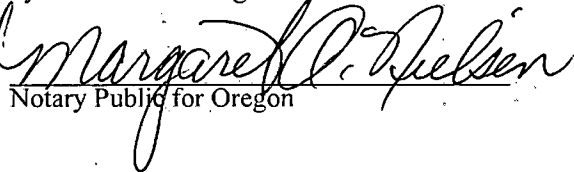
**6732 Airway Dr.  
Klamath Falls, OR 97603**

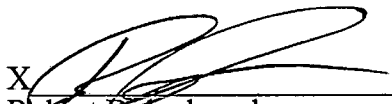
By delivering such copy, personally and in person to **Debra Rodriguez**, at the above Property Address on December 18, 2013 at 1:30 PM.

Upon **Talisa Rodriguez**, by delivering such true copy at the dwelling house or usual place of abode of Talisa Rodriguez, to-wit: 6732 Airway Dr., Klamath Falls, OR 97603, to Debra Rodriguez, 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 December 18, 2013 at 1:30 PM.

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

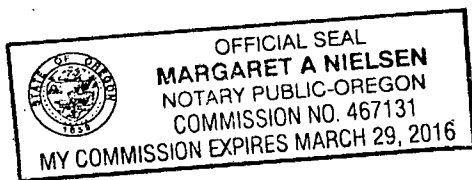
SUBSCRIBED AND SWORN BEFORE ME  
this 2<sup>nd</sup> day of January, 2014  
by Robert Bolenbaugh.

  
Notary Public for Oregon

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



\*305257\*



## AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath

ss.

I, Mary Brodbeck, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On December 20, 2013, I mailed a true copy of the Trustee's Notice of Sale Exhibit A and Letter (dated December 13, 2013 and addressed To Whom it May Concern) via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to Talisa Rodriguez, pursuant to ORCP 7D(2)(b).

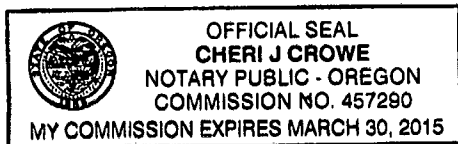
The envelope was addressed as follows:

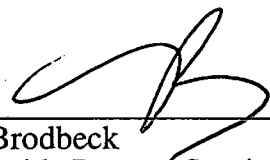
Talisa Rodriguez  
6732 Airway Dr.  
Klamath Falls, OR 97603

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

SUBSCRIBED AND SWORN BEFORE ME  
this 20 day of December, 2013  
by Mary Brodbeck.

Cheri J Crowe  
Notary Public for Oregon



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



\*385257\*

**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#15410 SALE KLAMAT/SMITH/91276 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:  
02/11/2014 02/18/2014 02/25/2014 03/04/2014

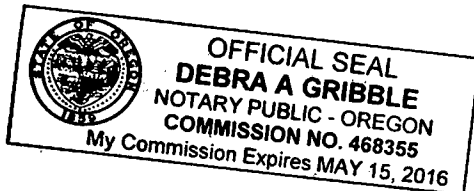
Total Cost: \$1078.80

*Linda Culp*

Subscribed and sworn by Linda Culp before me on:  
4th day of March in the year of 2014

*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 Irvin John McDonald, as grantor, to AmeriTitle, as trustee, in favor of Klamath Public Employees Federal Credit Union, as beneficiary, dated April 14, 2011, and recorded on April 20, 2011, as Recording No. 2011-004997, in the mortgage records of Klamath County, Oregon.

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WHEREFORE, notice hereby is given that the undersigned trustee will on April 24, 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 ORS.86.774(2)(b).]

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR.

DATED: December 10, 2013

/s/ Michelle M. Bertolino

Michelle M. Bertolino, Successor Trustee

Farleigh Wada Witt

121 SW Morrison Street, Suite 600, Portland, OR 97204

Phone: 503-228-6044; fax: 503-228-1741

#15410 February 11, 18, 25, March 04, 2014.