



RECORDING COVER SHEET
Pursuant to ORS 205.234

2014-010395
Klamath County, Oregon
10/07/2014 11:59:12 AM
Fee: \$87.00

After recording return to:

Northwest Trustee Services, Inc.
As successor trustee
Attention: Breanon Miller
P.O. Box 997
Bellevue, WA 98009-0997

- 1. AFFIDAVIT OF MAILING – NOTICE OF POSTPONEMENT**
- 2. NOTICE OF POSTPONEMENT**
- 3. TRUSTEE'S NOTICE OF SALE**

Original Grantor(s) on Trust Deed: Wilbur John Banta

Beneficiary: Eagle Home Mortgage, LLC

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

AFFIDAVIT OF MAILING NOTICE OF POSTPONEMENT

STATE OF WASHINGTON, County of KING) ss:

I, the undersigned, being first duly sworn, depose and say and certify that:

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

I gave notice of the sale of the real property described in the attached Notice of Postponement 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 address, to-wit:

Brenda Crawford
2623 Montelius Street
Klamath Falls, OR 97601

Office of Long-Term Care Ombudsman
3855 Wolverine Northeast, Suite 6
Salem, OR 97305

Secretary of Housing and Urban Development
c/o Financial Freedom Acquisition LLC
190 Technology Parkway
Norcross, GA 30092

Secretary of Housing and Urban Development
451 Seventh Street Southwest
Washington, DC 20410

Senior & People with Disabilities
Estate Administration Section
2797 Lower Breckenridge Loop Northwest
Salem, OR 97304

Senior & People with Disabilities
Estate Administration Section
P.O. Box 14021
Salem, OR 97309-9913

Senior & People with Disabilities
c/o Frederick Olson, Registered Agent
2797 Lower Breckenridge Loop Northwest
Salem, OR 97304

Senior & People with Disabilities
714 Main Street
Klamath Falls, OR 97309-9913

Senior & People with Disabilities
2797 Lower Breckenridge Loop Northwest
Salem, OR 97304

Wilbur John Banta aka Wilbur Banta
603 Mount Pitt Street
Klamath Falls, OR 97601

Wilbur John Banta aka Wilbur Banta
402 Riverside Drive
Klamath Falls, OR 97601

Wilbur John Banta aka Wilbur Banta
P.O. Box T
Klamath Falls, OR 97601

Marsha L. Eccles, as Conservator/Guardian
for Wilbur John Banta aka Wilbur Banta
603 Mount Pitt Street
Klamath Falls, OR 97601

Marsha L. Eccles, as Conservator/Guardian
for Wilbur John Banta aka Wilbur Banta
402 Riverside Drive
Klamath Falls, OR 97601

Marsha L. Eccles, as Conservator/Guardian
for Wilbur John Banta aka Wilbur Banta
P.O. Box T
Klamath Falls, OR 97601

Marsha L. Eccles, Guardian for Wilbur John Banta
c/o Boivin, Uerlings & Dilaconi, PC Attorney at Law
803 Main Street, Suite 201
Klamath Falls, OR 97601-6070

Marsha L. Eccles, Guardian for Wilbur John Banta
c/o Barbara M. Dilaconi, Atty
803 Main Street, Suite 201
Klamath Falls, OR 97601-6070

Occupant(s)
603 Mount Pitt Street
Klamath Falls, OR 97601


Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) 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 86.806.

Each of the notices so mailed was certified to be a true copy of the original notice of sale, 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 Bellevue, Washington, on 10-2-14. 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.

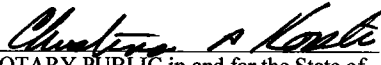
As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)


Joshua Egts

I certify that I know or have satisfactory evidence that Joshua Egts is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 10-2-14


NOTARY PUBLIC in and for the State of
Washington, residing at King
My commission expires 4-27-15

AFFIDAVIT OF MAILING NOTICE OF POSTPONEMENT
RE: Trust Deed from
Banta, Wilbur John
Grantor
to
Northwest Trustee Services, Inc.,
Trustee **File No. 7827.20617**

After recording return to:
Northwest Trustee Services, Inc.
Attn: Breanon Miller
P.O. Box 997
Bellevue, WA 98009-0997

CHRISTINA A. KOSTER
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
04-27-15

Northwest Trustee Services, Inc.
PO Box 997
Bellevue, WA 98009-997

**Notice of Postponement of Trustee's Foreclosure Sale
Required under ORS 86.782(2)(b)**

Description of Trust Deed

DOT County: KLAMATH
Dated: 06/10/2009
Recording Date: 06/15/2009
Recording No.: 2009-008315
Original Grantor: Wilbur John Banta
Original Beneficiary: Eagle Home Mortgage, LLC
Property address: 603 Mount Pitt Street
Klamath Falls, OR 97601

Notice is given that the trustee's sale under the Trust Deed described above, which was scheduled for 10/02/2014, is postponed to 10/20/2014 at 10:00 a.m. at inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls.

The trustee's rules of auction may be accessed on-line at www.northwesttrustee.com and are incorporated by this reference. The foreclosure sale status may be accessed on-line at www.northwesttrustee.com and www.USA-Foreclosure.com.

Date: October 2, 2014

Northwest Trustee Services, Inc., Trustee

Contact: Breanon Miller
(425) 586-1900

File No: 7827.20617

Client: Financial Freedom Acquisition LLC

Matter Name: Banta, Wilbur John

May 20, 2014

Notice

Pursuant to the Federal Fair Debt Collection Practices Act: If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:

1. As of the date of this notice, you owe \$83,899.75. Because of interest, fees, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information write or call:

**Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900**

2. The creditor to whom the debt is owed is OneWest Bank N.A./Financial Freedom Acquisition, LLC.
3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
4. If you notify us within 30 days after receipt of this notice that you dispute the debt or any part of it, we shall obtain verification of the debt and mail it to you.
5. If you request 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.

Banta, Wilbur John/7827.20617

TRUSTEE'S NOTICE OF SALE

File No. 7827.20617

Reference is made to that certain trust deed made by Wilbur John Banta, as grantors, to AmeriTitle, as trustee, in favor of Eagle Home Mortgage, LLC, as beneficiary, dated 06/10/2009, recorded 06/15/2009, in the mortgage records of KLAMATH, Oregon, as 2009-008315 and subsequently assigned to OneWest Bank N.A. by Assignment recorded as 2014-004679, covering the following described real property situated in said county and state, to wit:

Lot 12 in Block 16, BUENA VISTA ADDITION to the City of Klamath Falls, according to the Official Plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with that portion of the alley that inures thereto, vacated by Ordinance No. 5661, recorded August 13, 1968 in Volume M68, page 7314, Microfilm Records of Klamath County, Oregon.

PROPERTY ADDRESS: 603 Mount Pitt Street
Klamath Falls, OR 97601

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.752(3). The default for which foreclosure is made is grantor breach of the terms and conditions of the obligation secured by the deed of trust. The event of default under the note and deed of trust, pursuant to Section 9(b)(i) of the Deed of Trust, which provides that, "Lender may require immediate payment in full of all sums secured by this Security Instrument if... The property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower". The Default date of 10/24/2013 and pay the following sums: principal balance of \$64,566.42 with accrued interest from 09/24/2013; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

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, to wit: \$64,566.42 with interest thereon at the rate of 3.57 percent per annum beginning 09/24/2013; plus advances of \$6,261.47; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice hereby is given that the undersigned trustee will on **October 02, 2014** at the hour of 10:00 o'clock, A.M. in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby 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 described real 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 or grantor's successors in interest acquired after the execution of the 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 for payoff quotes requested pursuant to ORS 86.786 and 86.789 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.northwesttrustee.com. A right exists, or may exist under ORS 86.778 to have the proceeding dismissed and the trust deed reinstated by paying the entire amount

then due, together with costs, trustee's fees and attorney fees, and/or by curing any other default complained of in the notice of default, at any time that is not later than five days before the date last set for the sale

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/02/14. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, or the default is cured, 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

Dated: 6.2, 2014

Northwest Trustee Services, Inc.

By 
Assistant Vice President,
Northwest Trustee Services, Inc.

For further information, please contact:

Breon Miller
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900
File No. 7827.20617/Banta, Wilbur John

State of Washington, County of King) ss:

I, the undersigned, certify that the foregoing is a complete and accurate copy of the original trustee's notice of sale.

By Authorized Signer

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.