

2015-001709

Klamath County, Oregon

02/26/2015 09:20:55 AM

Fee: \$257.00

**RECORDING COVER SHEET
FOR NOTICE OF SALE PROOF**

OF COMPLIANCE, PER ORS 205.234

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

**AFTER RECORDING RETURN
CLEAR RECON CORP.**

**4375 Jutland Drive Suite 200, San Diego,
California 92117**

This Space For County Recording Use Only

TRANSACTION INCLUDES:

**AFFIDAVIT OF MAILING NOTICE OF SALE
AFFIDAVIT OF PUBLICATION
AFFIDAVIT OF POSTING/SERVICE**

Original Grantor on Trust Deed

FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE

Beneficiary

Wells Fargo Bank, N.A.



AFFIDAVIT OF MAILING

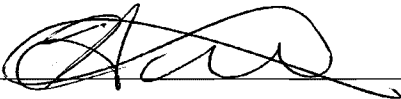
Date: 01/13/2015

MailbatchID: 686603

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

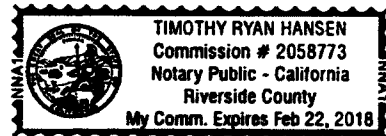
The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; is not a party to the within action; and that on January 13, 2015, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X 

Affiant Heather Vollmuth. Executed on 1/14/2015

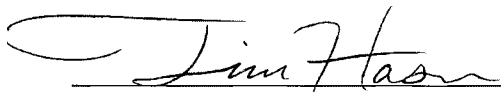
9314710011700788065419
TSN #: 022032-OR
ORNODNTS_CertifiedReturnReceipt_FL
AT
Occupants/Tenants
1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (~~or affirmed~~) before me on this 14th day of Jan (month), 2015 (year), by Heather Vollmuth, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

 (Signature of Notary)

(Seal of Notary)



Walz Affidavit #: 4240488

AFFIDAVIT OF MAILING

Date: 01/13/2015

MailbatchID: 686612

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that he is over the age of eighteen (18) years; is employed in Riverside County, California; is not a party to the within action; and that on January 13, 2015, he personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent Certified Mail, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

x 

Affiant Manuel Rodriguez. Executed on 1/14/15.

9314710011700787969916
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
MARILYN G HERRINGTON

128 MODOC DR
ADIN, CA 96006

9314710011700787969947
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
FLOYD DWAYNE HERRINGTON

128 MODOC DR
ADIN, CA 96006

9314710011700787969978
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
FLOYD DWAYNE HERRINGTON

1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

9314710011700787969923
TSN #: 022032-OR
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_FLAT
FLOYD D HERRINGTON

1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

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TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
FLOYD DWAYNE HERRINGTON

1270 HOMEDALE RD
KLAMATH FALLS, OR 97603-3908

9314710011700787969985
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
MARILYN G HERRINGTON

1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

9314710011700787969930
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
FLOYD D HERRINGTON

1270 HOMEDALE RD
KLAMATH FALLS, OR 97603-3908

9314710011700787969961
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
MARILYN G HERRINGTON

1270 HOMEDALE RD
KLAMATH FALLS, OR 97603-3908

9314710011700787969992
TSN #: 022032-OR
ORNODNTSHO_CertifiedReturnReceipt
_FLAT
FLOYD D HERRINGTON

128 MODOC DR
ADIN, CA 96006

AFFIDAVIT OF MAILING

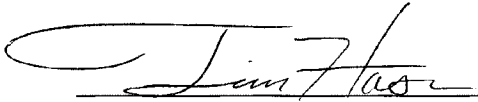
Date: 01/13/2015

MailbatchID: 686612

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

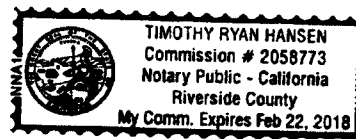
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (~~or affirmed~~) before me on this 14th day of Jan (month),
2015 (year), by Manuel Rodriguez, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



(Signature of Notary)

(Seal of Notary)



TRUSTEE'S NOTICE OF SALE

TS No.: 022032-OR
Loan No.: *****8426

Reference is made to that certain trust deed (the "Deed of Trust") executed by FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of Wells Fargo Bank, NA, as Beneficiary, dated 7/1/2011, recorded 8/3/2011, as Instrument No. 2011-008925, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**PARCEL 1 OF LAND PARTITION 45-97, BEING A PORTION OF LOT 59 FAIR ACRES
SUB-DIVISION NUMBER 1, SITUATED IN THE NW 1/4 SE 1/4 OF SECTION 35,
TOWNSHIP 38 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON.**

APN: R450363 / 3809-035DB-00900-000

Commonly known as:
**1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603**

The current beneficiary is:
Wells Fargo Bank, N.A.

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
03/01/14 thru 05/01/14	3	\$828.98	\$2,486.94
06/01/14 thru 12/01/14	7	\$922.00	\$6,454.00
<i>Late Charges:</i>			\$136.36
<i>Beneficiary Advances:</i>			\$0.00
<i>Foreclosure Fees and Expenses:</i>			\$795.00
	Total Required to Reinstate:		\$9,872.30
	TOTAL REQUIRED TO PAYOFF:		\$ 127,368.20

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$117,976.51 together with interest thereon at the rate of 4.75 % per annum, from 2/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on **5/14/2015**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the



TS No.: 022032-OR
Loan No.: *****8426

beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP
621 SW Morrison Street Suite 425
Portland, OR 97205
858-750-7600

Dated: 12/30/2014

By: _____
Name: PIETRO VELLA, Authorized
Signatory of Trustee

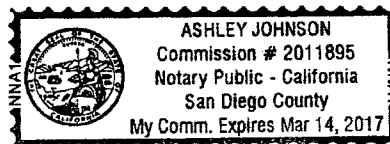
State CALIFORNIA)
County of SAN DIEGO) ss.

On DEC 30 2014 before me, ASHLEY JOHNSON, Notary Public, personally appeared PIETRO VELLA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **5/14/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. 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 proceed 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 is completed, 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 ORDER 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.



TS No.: 022032-OR
Loan No.: *****8426

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.

Trustee: CLEAR RECON CORP., 4375 Jutland Drive, San Diego, CA 92117

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>

Portland (503)473-8329

Coos Bay (800)303-3638

Ontario (888)250-9877

Salem (503)485-0696

Grants Pass (541)476-1058

Woodburn (800)973-9003

Hillsboro (877)726-4381

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:

**1270 HOMEDALE ROAD
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 12/30/2014 to bring your mortgage loan current was \$9,872.30. 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 **(858) 750-7600** 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:

**CLEAR RECON CORP
621 SW Morrison Street, Suite 425
Portland, OR 97205
858-750-7600**

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

Date and time: 5/14/2015 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH
COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR
97601



THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **Wells Fargo Bank, N.A.** at **888-508-8811** 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 800-SAFENET (800-723-3638). You may also wish to talk to 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: **12/30/2014**

Trustee name: Clear Recon Corp.

Trustee signature: **PIETRO VELLA**



Trustee telephone number: 858-750-7600

Trustee Sale No.: 022032-OR

2014-013448
Klamath County, Oregon
12/31/2014 12:15:28 PM
Fee: \$62.00

When recorded mail document to:

Clear Recon Corp
621 SW Morrison Street, Ste 425
Portland, OR 97205

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 022032-OR
Loan No.: *****8426
Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of Wells Fargo Bank, NA, as Beneficiary, dated 7/1/2011, recorded 8/3/2011, as Instrument No. 2011-008925, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**PARCEL 1 OF LAND PARTITION 45-97, BEING A PORTION OF LOT 59 FAIR ACRES
SUB-DIVISION NUMBER 1, SITUATED IN THE NW 1/4 SE 1/4 OF SECTION 35,
TOWNSHIP 38 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON.**

APN: R450363 / 3809-035DB-00900-000

**Commonly known as:
1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603**

**The current beneficiary is:
Wells Fargo Bank, N.A.**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

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

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
03/01/14 thru 05/01/14	3	\$828.98	\$2,486.94

CRC NOD 04172014



TS No.: 022032-OR
Loan No.: *****8426

06/01/14 thru 12/01/14	7	\$922.00	\$6,454.00
<i>Late Charges:</i>			\$136.36
<i>Beneficiary Advances:</i>			\$0.00
<i>Foreclosure Fees and Expenses:</i>			\$795.00
TOTAL REQUIRED TO REINSTATE:			\$9,872.30

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$127,368.20**

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of 10:00 AM., standard time, as established by ORS 187.110, on 5/14/2015, at the following place:

**ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT,
316 MAIN ST, KLAMATH FALLS, OR 97601**

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
FLOYD D HERRINGTON 128 MODOC DR ADIN, CA 96006	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 1270 HOMEDALE RD KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 1270 HOMEDALE ROAD KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 1270 HOMEDALE ROAD KLAMATH FALLS, OREGON 97603	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 128 MODOC DR ADIN, CA 96006	Trustor under said Deed of Trust
MARILYN G HERRINGTON 1270 HOMEDALE RD KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust

TS No.: 022032-OR
Loan No.: *****8426

MARILYN G HERRINGTON
1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

Trustor under said Deed of Trust

MARILYN G HERRINGTON
1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603

Trustor under said Deed of Trust

MARILYN G HERRINGTON
128 MODOC DR
ADIN, CA 96006

Trustor under said Deed of Trust

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust 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 Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.



TS No.: 022032-OR
Loan No.: *****8426

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/30/2014

CLEAR RECON CORP
621 SW Morrison Street, Ste 425
Portland, OR 97205
858-750-7600

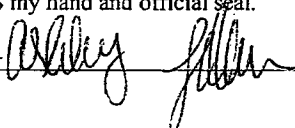
By: 
Name: PIETRO VELLA, Authorized
Signatory of Trustee

State of California)
) ss.
County of San Diego)

On **DEC 30 2014** before me, ASHLEY JOHNSON, Notary Public, personally appeared PIETRO VELLA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature -  (Seal)



AFTER RECORDING RETURN TO:



**CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM**

Christopher Vazquez
For Wells Fargo
ATTN: SDDMT-MAC T7405-020
4101 Wiseman Blvd, Bldg 106
San Antonio, TX 78251-4200

7/30/2014

Grantor:	FLOYD D HERRINGTON and MARILYN G HERRINGTON
Beneficiary:	WELLS FARGO BANK, N.A.
Property Address:	1270 HOMEDALE ROAD KLAMATH FALLS, OR 97603
Instrument / Recording No. Date / County	Instrument Number: 2011-008925 Recording Number: 2011-008925 Loan Number: [REDACTED] 8426 8/3/2011 Klamath
Case Number	BI-140516-2142

1. The Service Provider hereby certifies that:

☐ The beneficiary and/or its agent complied with the requirements of Oregon Laws 2013, Chapter 304, sections 2, 3, and 4;
or

☒ The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

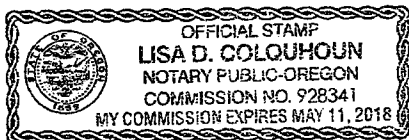
DATED this 30 day of July, 2014.

April Curtis
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on _____
as Compliance Officer of Mediation Case Manager.

July 30, 2014, by April Curtis
[Print Name]



Lisa D. Colquhoun
Notary Public - State of Oregon
My Commission Expires: May 11, 2018



Clear Recon Corp.
621 SW Morrison Street, Suite 425
Portland, OR 97205
Phone: (858) 750-7600

Date: **January 13, 2015**

T.S. Number: 022032-OR
Loan Number: *****8426

DEBT VALIDATION NOTICE

1. Please be advised this company represents **Wells Fargo Bank, N.A.** the creditor to whom the debt on the above-referenced home loan (hereinafter referred to as "the Debt") is owed. **Pursuant to the Federal Fair Debt Collection Practices Act, you are notified that:**
2. As of **1/13/2015** the amount owed on the debt is **\$120,186.07**. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Before forwarding payment, please contact us at the above address or phone number to obtain the current amount due. Please note that if you are not a borrower on the Debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. For further information, please write or call our office.
3. Unless you, within thirty (30) days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us and by the creditor.
4. If within thirty (30) days after receipt of the notice: (i) You notify this office (hereinafter "we" or "us") in writing that you dispute this debt, or any portion of it, then we will obtain and mail to you verification of this debt or a copy of any judgment against you; (ii) You request in writing that we obtain the name and address of the original creditor, if different from the current creditor, then we will obtain and mail it to you; (iii) You notify us in writing that you dispute this debt, or any portion of the debt, then we will cease collection of the debt, until we obtain verification of the debt, or a copy of any judgment, and mail it to you; (iv) You request in writing the name and address of the original creditor, if different from the current creditor, then we will cease collection of the debt, until we obtain the name and address of the original creditor and mail it to you.

NOTICE: THIS MAY BE CONSIDERED AS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY

IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, WE DO NOT SEEK A MONEY JUDGMENT AGAINST YOU, BUT WE SEEK ONLY RECOVERY FROM THE COLLATERAL WHICH IS SECURITY FOR THE DEBT.



CRC DEBTVALID 012214



Walz Affidavit #: 4240482

AFFIDAVIT OF MAILING



Date: 01/13/2015

MailbatchID: 686610

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; is not a party to the within action; and that on January 13, 2015, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

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

X  

Affiant Heather Vollmuth. Executed on ~~1/14/2015~~ 1/14/2015

2293123793
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
MARILYN G HERRINGTON

128 MODOC DR
ADIN, CA 96006

2293123796
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
FLOYD DWAYNE HERRINGTON

128 MODOC DR
ADIN, CA 96006

2293123799
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
FLOYD DWAYNE HERRINGTON

1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

2293123794
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
FLOYD D HERRINGTON

1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

2293123797
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
FLOYD DWAYNE HERRINGTON

1270 HOMEDALE RD
KLAMATH FALLS, OR 97603-3908

2293123800
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
MARILYN G HERRINGTON

1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

2293123795
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
FLOYD D HERRINGTON

1270 HOMEDALE RD
KLAMATH FALLS, OR 97603-3908

2293123798
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
MARILYN G HERRINGTON

1270 HOMEDALE RD
KLAMATH FALLS, OR 97603-3908

2293123801
TSN #: 022032-OR
ORNODNTSHO_FirstClass_FLAT
FLOYD D HERRINGTON

128 MODOC DR
ADIN, CA 96006

AFFIDAVIT OF MAILING

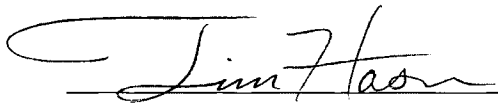
Date: 01/13/2015

MailbatchID: 686610

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

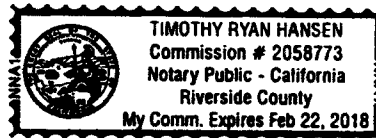
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (~~or affirmed~~) before me on this 14th day of Jan (month),
2015 (year), by Heather Vollmuth, proved to me on the basis of satisfactory evidence to be
the person who appeared before me.



(Signature of Notary)

(Seal of Notary)





Walz Affidavit #: 4240481

AFFIDAVIT OF MAILING

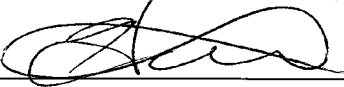
Date: 01/13/2015

MailbatchID: 686610

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

The declarant, whose signature appears below, states that she is over the age of eighteen (18) years; is employed in Riverside County, California; is not a party to the within action; and that on January 13, 2015, she personally served the Notice, of which the annexed is a true copy, by depositing in the United States Mail a copy of such Notice in a sealed envelope, sent First Class, with postage prepaid, such envelope being addressed to the person(s) named at the addresses below.

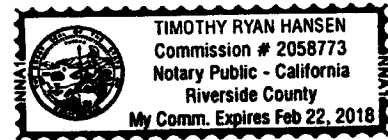
I declare under penalty of perjury that the foregoing is true and correct.

X 

Affiant Heather Vollmuth. Executed on 4/15/15 1/14/2015

2293134037
TSN #: 022032-OR
ORNODNTS_FirstClass_FLAT
Occupants/Tenants

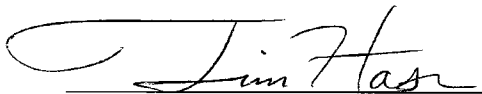
1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

Subscribed and sworn to (~~or affirmed~~) before me on this 14th day of Jan (month), 2015 (year), by Heather Vollmuth, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

 (Signature of Notary)

(Seal of Notary)

TRUSTEE'S NOTICE OF SALE

TS No.: 022032-OR
Loan No.: *****8426

Reference is made to that certain trust deed (the "Deed of Trust") executed by FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of Wells Fargo Bank, NA, as Beneficiary, dated 7/1/2011, recorded 8/3/2011, as Instrument No. 2011-008925, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**PARCEL 1 OF LAND PARTITION 45-97, BEING A PORTION OF LOT 59 FAIR ACRES
SUB-DIVISION NUMBER 1, SITUATED IN THE NW 1/4 SE 1/4 OF SECTION 35,
TOWNSHIP 38 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON.**

APN: R450363 / 3809-035DB-00900-000

Commonly known as:
**1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603**

The current beneficiary is:
Wells Fargo Bank, N.A.

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
03/01/14 thru 05/01/14	3	\$828.98	\$2,486.94
06/01/14 thru 12/01/14	7	\$922.00	\$6,454.00
<i>Late Charges:</i>			\$136.36
<i>Beneficiary Advances:</i>			\$0.00
<i>Foreclosure Fees and Expenses:</i>			\$795.00
	Total Required to Reinstate:		\$9,872.30
	TOTAL REQUIRED TO PAYOFF:		\$ 127,368.20

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$117,976.51 together with interest thereon at the rate of 4.75 % per annum, from 2/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on **5/14/2015**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the



TS No.: 022032-OR
Loan No.: *****8426

beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP
621 SW Morrison Street Suite 425
Portland, OR 97205
858-750-7600

Dated: 12/30/2014

By: _____
Name: PIETRO VELLA, Authorized
Signatory of Trustee

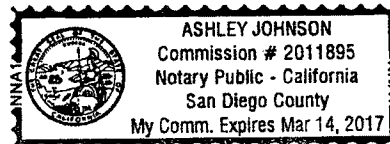
State **CALIFORNIA**)
County of **SAN DIEGO**) ss.

On **DEC 30 2014**, before me, ASHLEY JOHNSON, Notary Public, personally appeared PIETRO VELLA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Ashley Johnson* (Seal)



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **5/14/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. 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 proceed 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 is completed, 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 ORDER 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.



TS No.: 022032-OR
Loan No.: *****8426

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.

Trustee: CLEAR RECON CORP., 4375 Jutland Drive, San Diego, CA 92117

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>

Portland (503)473-8329

Coos Bay (800)303-3638

Ontario (888)250-9877

Salem (503)485-0696

Grants Pass (541)476-1058

Woodburn (800)973-9003

Hillsboro (877)726-4381

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:

**1270 HOMEDALE ROAD
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 12/30/2014 to bring your mortgage loan current was \$9,872.30. 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 **(858) 750-7600** 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:

**CLEAR RECON CORP
621 SW Morrison Street, Suite 425
Portland, OR 97205
858-750-7600**

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

Date and time: 5/14/2015 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH
COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR
97601



THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **Wells Fargo Bank, N.A.** at **888-508-8811** 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 800-SAFENET (800-723-3638). You may also wish to talk to 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: 12/30/2014

Trustee name: Clear Recon Corp.

Trustee signature: PIETRO VELLA



Trustee telephone number: 858-750-7600

Trustee Sale No.: 022032-OR

2014-013448**Klamath County, Oregon**

12/31/2014 12:15:28 PM

Fee: \$62.00

When recorded mail document to:

Clear Recon Corp
621 SW Morrison Street, Ste 425
Portland, OR 97205

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 022032-OR

Loan No.: *****8426

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of Wells Fargo Bank, NA, as Beneficiary, dated 7/1/2011, recorded 8/3/2011, as Instrument No. 2011-008925, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**PARCEL 1 OF LAND PARTITION 45-97, BEING A PORTION OF LOT 59 FAIR ACRES
SUB-DIVISION NUMBER 1, SITUATED IN THE NW 1/4 SE 1/4 OF SECTION 35,
TOWNSHIP 38 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON.**

APN: R450363 / 3809-035DB-00900-000**Commonly known as:**

**1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603**

The current beneficiary is:**Wells Fargo Bank, N.A.**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

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

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
03/01/14 thru 05/01/14	3	\$828.98	\$2,486.94

CRC NOD 04172014



TS No.: 022032-OR
Loan No.: *****8426

06/01/14 thru 12/01/14	7	\$922.00	\$6,454.00
<i>Late Charges:</i>			\$136.36
<i>Beneficiary Advances:</i>			\$0.00
<i>Foreclosure Fees and Expenses:</i>			\$795.00
TOTAL REQUIRED TO REINSTATE:			\$9,872.30

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$127,368.20**

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of **10:00 AM.**, standard time, as established by ORS 187.110, on **5/14/2015**, at the following place:

**ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT,
316 MAIN ST, KLAMATH FALLS, OR 97601**

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
FLOYD D HERRINGTON 128 MODOC DR ADIN, CA 96006	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 1270 HOMEDALE RD KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 1270 HOMEDALE ROAD KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 1270 HOMEDALE ROAD KLAMATH FALLS, OREGON 97603	Trustor under said Deed of Trust
FLOYD DWAYNE HERRINGTON 128 MODOC DR ADIN, CA 96006	Trustor under said Deed of Trust
MARILYN G HERRINGTON 1270 HOMEDALE RD KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust

TS No.: 022032-OR
Loan No.: *****8426

MARILYN G HERRINGTON
1270 HOMEDALE ROAD
KLAMATH FALLS, OR 97603

Trustor under said Deed of Trust

MARILYN G HERRINGTON
1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603

Trustor under said Deed of Trust

MARILYN G HERRINGTON
128 MODOC DR
ADIN, CA 96006

Trustor under said Deed of Trust

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust 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 Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.



TS No.: 022032-OR
Loan No.: *****8426

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/30/2014

CLEAR RECON CORP
621 SW Morrison Street, Ste 425
Portland, OR 97205
858-750-7600

By: 
Name: PIETRO VELLA

, Authorized

Signatory of Trustee

State of California)
) ss.
County of San Diego)

On **DEC 30 2014** before me, ASHLEY JOHNSON, Notary Public, personally appeared PIETRO VELLA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature -  (Seal)



AFTER RECORDING RETURN TO:



**CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM**

Christopher Vasquez
For Wells Fargo
ATTN: SDDMT-MAC T7405-020
4101 Wiseman Blvd, Bldg 106
San Antonio, TX 78251-4200

7/30/2014

Grantor:	FLOYD D HERRINGTON and MARILYN G HERRINGTON
Beneficiary:	WELLS FARGO BANK, N.A.
Property Address:	1270 HOMEDALE ROAD KLAMATH FALLS, OR 97603
Instrument / Recording No. Date / County	Instrument Number: 2011-008925 Recording Number: 2011-008925 Loan Number: [REDACTED] 8426 8/3/2011 Klamath
Case Number	BI-140516-2142

1. The Service Provider hereby certifies that:

☐

The beneficiary and/or its agent complied with the requirements of Oregon Laws 2013, Chapter 304, sections 2, 3, and 4;
or

☒

The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 30 day of July, 2014.

April Curtis
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on _____
as Compliance Officer of Mediation Case Manager.

July 30, 2014, by April Curtis
[Print Name]



Notary Public - State of Oregon
My Commission Expires: May 11, 2018



OREGONIAN MEDIA GROUP

1515 SW 5th Ave, Suite 1000 Portland, OR 97201-5615

Affidavit of Publication

I, Gerald Brickel, being first duly sworn depose and say that I am the Principal Clerk Of The Publisher of The Oregonian, a newspaper of general circulation, published at Portland, in Multnomah County, Oregon; that I know from my personal knowledge that the advertisement, a printed copy of which is hereto annexed, was published in the entire issue of said newspaper in the following issues:

1/21/2015, 1/28/2015, 2/4/2015, 2/11/2015

Gerald Brickel

Principal Clerk of the Publisher

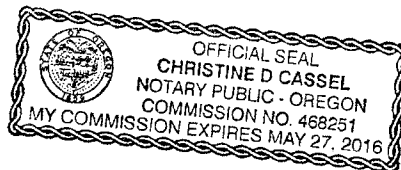
Subscribed and sworn to before me this date: 12 day of Feb, 2015.

Christine D. Casse

Notary Public for Oregon

My commission expires 27th day of May, 2016.

Ad Order Number: 0003668236



TRUSTEE'S NOTICE OF SALE

TS No.: 022032-OR Loan No.: *****8426 Reference is made to that certain trust deed (the "Deed of Trust") executed by FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of Wells Fargo Bank, N.A., as Beneficiary, dated 7/11/2011, recorded 8/3/2011, as Instrument No. 2011-098226, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: PARCEL 1 OF LAND PARTITION 45-97, BEING A PORTION OF LOT 59 FAIR ACRES SUB-DIVISION NUMBER 1, SITUATED IN THE NW 1/4 SE 1/4 OF SEC-7, 3809-035DB-00900-000. Commonly known as: 1270 HOMEDALE ROAD KLAMATH FALLS, OREGON. APN: R450363 Wells Fargo Bank, N.A. Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

Delinquent Payments:

Dates:
03/01/14 thru 05/01/14
06/01/14 thru 12/01/14

No.	Amount	Total:
3	\$828.98	\$2,486.94
7	\$922.00	\$6,454.00
		\$136.36
		\$0.00
		\$795.00
		\$9,872.30

Late Charges:

Beneficiary Advances:

Foreclosure Fees and Expenses:

Total Required to Reinstate:
\$9,872.30

TOTAL REQUIRED TO PAYOFF:
\$ 127,368.20

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$117,976.51 together with interest thereon at the rate of 4.75 % per annum, from 2/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on 01/14/2015, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorney's fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP
821 SW Morrison Street, Suite 425
Portland, OR 97205
858-750-7600

Dated: 12/30/2014

Jan. 21, 28, Feb. 4, 11, 2015

075862825V01

AFFIDAVIT OF POSTING

STATE OF OREGON
County of Klamath

ss.

I, Chelsea Chambers, 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, Debt Validation Notice and Notice to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**1270 Homedale Road
Klamath Falls, OR 97603**

As follows:

On 01/05/2015 at 10:26 AM, I attempted personal service at the Property Address. 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 86.774 (1)(b)(A).

On 01/12/2015 at 4:01 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

On 01/15/2015 at 4:24 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 21st day of January, 20 15
by Chelsea Chambers.

Margaret A. Nielsen
Notary Public for Oregon

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



313788

022032-OR / HERRINGTON
STOX# 611614

CLEAR

AFFIDAVIT OF MAILING

STATE OF OREGON
County of KLAMATH ss.

I, Chelsea Chambers, being first duly sworn, depose and say that I am a professional process server and competent person over the age of 18 years of age or older. On January 19, 2015, I mailed a copy of the Trustee's Notice of Sale, Debt Validation Notice and Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT
1270 Homedale Road
Klamath Falls, OR 97603

This mailing completes service upon an occupant at the above address with an effective date of **01/05/2015** as calculated pursuant to ORS 86.774 (1)(c).

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

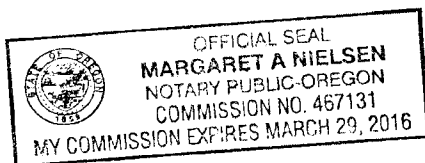
SUBSCRIBED AND SWORN BEFORE ME
this 21st day of January, 20 15
by Chelsea Chambers.

Margaret A. Nielsen
Notary Public for Oregon

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



313788



TRUSTEE'S NOTICE OF SALE

TS No.: 022032-OR
Loan No.: *****8426

Reference is made to that certain trust deed (the "Deed of Trust") executed by FLOYD DWAYNE HERRINGTON AND MARILYN G HERRINGTON, HUSBAND AND WIFE, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of Wells Fargo Bank, NA, as Beneficiary, dated 7/1/2011, recorded 8/3/2011, as Instrument No. 2011-008925, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**PARCEL 1 OF LAND PARTITION 45-97, BEING A PORTION OF LOT 59 FAIR ACRES
SUB-DIVISION NUMBER 1, SITUATED IN THE NW 1/4 SE 1/4 OF SECTION 35,
TOWNSHIP 38 SOUTH, RANGE 9, EAST OF THE WILLAMETTE MERIDIAN,
KLAMATH COUNTY, OREGON.**

APN: R450363 / 3809-035DB-00900-000

Commonly known as:
**1270 HOMEDALE ROAD
KLAMATH FALLS, OREGON 97603**

The current beneficiary is:
Wells Fargo Bank, N.A.

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
03/01/14 thru 05/01/14	3	\$828.98	\$2,486.94
06/01/14 thru 12/01/14	7	\$922.00	\$6,454.00
<i>Late Charges:</i>			\$136.36
<i>Beneficiary Advances:</i>			\$0.00
<i>Foreclosure Fees and Expenses:</i>			\$795.00
		<i>Total Required to Reinstate:</i>	\$9,872.30
		TOTAL REQUIRED TO PAYOFF:	\$ 127,368.20

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$117,976.51 together with interest thereon at the rate of 4.75 % per annum, from 2/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on **5/14/2015**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the

TS No.: 022032-OR
Loan No.: *****8426

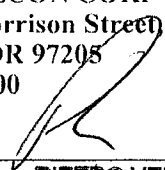
beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP
621 SW Morrison Street Suite 425
Portland, OR 97205
858-750-7600

Dated: 12/30/2014

By: 
Name: PIETRO VELLA, Authorized
Signatory of Trustee

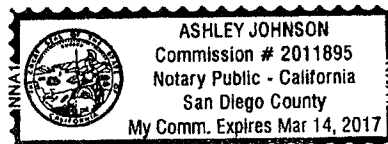
State CALIFORNIA)
County of SAN DIEGO) ss.

On DEC 30 2014 before me, ASHLEY JOHNSON, Notary Public, personally appeared PIETRO VELLA who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 022032-OR
Loan No.: *****8426

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **5/14/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. 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 proceed 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 is completed, 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 ORDER 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.

TS No.: 022032-OR
Loan No.: *****8426

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.

Trustee: CLEAR RECON CORP., 4375 Jutland Drive, San Diego, CA 92117

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>

Portland (503)473-8329

Coos Bay (800)303-3638

Ontario (888)250-9877

Salem (503)485-0696

Grants Pass (541)476-1058

Woodburn (800)973-9003

Hillsboro (877)726-4381

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:

**1270 HOMEDALE ROAD
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 12/30/2014 to bring your mortgage loan current was \$9,872.30. 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 **(858) 750-7600** 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:

**CLEAR RECON CORP
621 SW Morrison Street, Suite 425
Portland, OR 97205
858-750-7600**

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

Date and time: 5/14/2015 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH
COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR
97601

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **Wells Fargo Bank, N.A.** at **888-508-8811** 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.

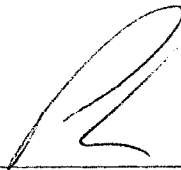
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to 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: **12/30/2014**

Trustee name: Clear Recon Corp.

Trustee signature: **PIETRO VELLA**



Trustee telephone number: 858-750-7600

Trustee Sale No.: 022032-OR

Clear Recon Corp.
621 SW Morrison Street, Suite 425
Portland, OR 97205
Phone: (858) 750-7600

Date: December 30, 2014

T.S. Number: 022032-OR

Loan Number: *****8426

DEBT VALIDATION NOTICE

1. Please be advised this company represents **Wells Fargo Bank, N.A.** the creditor to whom the debt on the above-referenced home loan (hereinafter referred to as "the Debt") is owed. **Pursuant to the Federal Fair Debt Collection Practices Act, you are notified that:**
2. As of **12/30/2014** the amount owed on the debt is **\$127,368.20**. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Before forwarding payment, please contact us at the above address or phone number to obtain the current amount due. Please note that if you are not a borrower on the Debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. For further information, please write or call our office.
3. Unless you, within thirty (30) days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us and by the creditor.
4. If within thirty (30) days after receipt of the notice: (i) You notify this office (hereinafter "we" or "us") in writing that you dispute this debt, or any portion of it, then we will obtain and mail to you verification of this debt or a copy of any judgment against you; (ii) You request in writing that we obtain the name and address of the original creditor, if different from the current creditor, then we will obtain and mail it to you; (iii) You notify us in writing that you dispute this debt, or any portion of the debt, then we will cease collection of the debt, until we obtain verification of the debt, or a copy of any judgment, and mail it to you; (iv) You request in writing the name and address of the original creditor, if different from the current creditor, then we will cease collection of the debt, until we obtain the name and address of the original creditor and mail it to you.

NOTICE: THIS MAY BE CONSIDERED AS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY

IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, WE DO NOT SEEK A MONEY JUDGMENT AGAINST YOU, BUT WE SEEK ONLY RECOVERY FROM THE COLLATERAL WHICH IS SECURITY FOR THE DEBT.