

**2015-002725**

**Klamath County, Oregon**



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03/27/2015 01:35:33 PM

Fee: \$77.00

After Recording Return to:

Nathan J. Ratliff  
Parks & Ratliff, P.C.  
620 Main Street  
Klamath Falls, OR 97601

Grantor:

Clint Bimemiller  
P. O. Box 331  
Sprague River, OR 97639

Grantee:

Sergio J. Cirina  
2014 Haviland Drive  
Grants Pass, OR 97527

**COVER PAGE**

1. AFFIDAVIT OF MAILING; TRUSTEE'S NOTICE OF SALE;  
NOTICE OF POSTPONEMENT
2. TRUSTEE'S NOTICE OF SALE; NOTICE OF POSTPONEMENT

AFTER RECORDING RETURN TO:

Nathan J. Ratliff  
620 Main Street  
Klamath Falls OR 97601

Trust Deed Grantor:

Clint Bimemiller  
P. O. Box 331  
32948 Klamath Forest Drive  
Sprague River, OR 97639

Trust Deed Successor Trustee:

Nathan J. Ratliff  
620 Main Street  
Klamath Falls, OR 97601

Trust Deed Beneficiary:

Sergio J. Cirina  
2014 Haviland Drive  
Grants Pass, OR. 97527

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

STATE OF OREGON; County of Klamath )

I, Kay Heath, being first duly sworn, depose and say that:

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

2. I gave a notice of the postponement of the sale of the real property described in the attached Trustee's Notice of Sale; Notice of Postponement, by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
CLINT BIMEMILLER	P. O. Box 331 Sprague River, OR 97639
CLINT BIMEMILLER	32948 Klamath Forest Drive Sprague River, OR 97639
CLINT BIMEMILLER	32942 Klamath Forest Drive Sprague River, OR 97639
OREGON DEPARTMENT OF JUSTICE	c/o Klamath County Circuit Court Attn: John Powell 316 Main Street Klamath Falls, OR 97601
OCCUPANT	32948 Klamath Forest Drive Sprague River, OR 97639

3. These 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 set forth in ORS 86.785.

4. Each of the notices so mailed was certified to be a true copy of the original notice of said by Nathan J. Ratliff, attorney for the successor trustee named in the notice. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States Post Office on the following dates:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE MAILED</u>
Clint Bimemiller	P. O. Box 331 Sprague River, OR 97639	02-24-15 – First Class Mail 02-25-14 – Certified Mail
Clint Bimemiller	32948 Klamath Forest Dr. Sprague River, OR 97639	02-24-15 – First Class Mail 02-25-14 – Certified Mail
Clint Bimemiller	32942 Klamath Forest Dr. Sprague River, OR 97639	02-24-15 – First Class Mail 02-25-15 – Certified Mail
Oregon Department of Justice	c/o Klamath County Circuit Court Attn: John Powell 316 Main Street Klamath Falls, OR 97601	02-24-15 – First Class Mail 02-25-15 – Certified Mail
Occupant	32948 Klamath Forest Dr. Sprague River, OR 97639	02-24-15 – First Class Mail 02-25-15 – Certified Mail

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, with postage thereon in an amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in the notice of sale was recorded.

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

DATED this 27 day of March, 2015.

Kay Heath  
Kay Heath

SUBSCRIBED AND SWORN TO BEFORE ME this 27<sup>th</sup> day of March, 2015, by Kay Heath.



Susan J. Roberts  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 11/25/2016

**NOTICE TO BORROWER:** YOU SHOULD BE AWARE THAT THE UNDERSIGNED IS ATTEMPTING TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

**TRUSTEE'S NOTICE OF SALE**  
**NOTICE OF POSTPONEMENT**

Reference is made to that certain trust deed made by **CLINT BIMEMILLER**, as grantor, to **NATHAN J. RATLIFF**, as successor trustee, in favor of **SERGIO J. CIRINA**, as beneficiary, dated March 5, 2009, recorded on March 10, 2009, as Instrument No. 2009-003473, of the Official Records of Klamath County, Oregon, said trust deed having been modified by that certain Modification of Trust Deed dated April 12, 2014, recorded on April 16, 2014, as Instrument No. 2014-003487, records of Klamath County, Oregon, and re-recorded April 23, 2014, as Instrument No. 2014-003840, records of Klamath County, Oregon (hereinafter collective referred to the "trust deed"), covering the following described real property situated in the above-mentioned county and state, to-wit:

Lot 7 Block 7, KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Property ID.: R262913; Map ID No.: R-3510-022B0-02400-000

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 ORS 86.752(3); the default for which the foreclosure is made is grantor's failure to pay when due, the following sums:

1. Payments (Principal and Interest in the amount of \$420.00 each):		
May 1, 2014	420.00	
June 1, 2014	420.00	
July 1, 2014	420.00	
August 1, 2014	420.00	
September 1, 2014	420.00	
Total of 5 payments:	2,100.00	2,100.00
2. Late Charges:		
May 11, 2014	50.00	
June 11, 2014	50.00	
July 11, 2014	50.00	
August 11, 2014	50.00	
September 11, 2014	50.00	
Total of 5 Late Fees:	250.00	250.00
3. Liens:		
Judgment in Case No. 1400341CR		
Entered: June 4, 2014		
Amount:		195.00
<b>TOTAL:</b>		<b>2,545.00</b>

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of such default described above, the beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit:


UNPAID PRINCIPAL IN THE AMOUNT OF \$30,000.00, PLUS INTEREST THEREON AT FIFTEEN PERCENT (15%) PER ANNUM FROM APRIL 14, 2014, UNTIL PAID, together with foreclosure costs, trustee fees, attorney fees, and sums required for the protection of the property and additional sums secured by the Deed of Trust.

WHEREFORE, NOTICE IS HEREBY GIVEN that the undersigned trustee will on **FEBRUARY 16, 2015**, at the hour of **10:30 A.M.**, which is now postponed until **APRIL 1, 2015, at 9:00 A.M.**, in accord with the standard of time established by ORS 187.110, at **620 Main Street, Klamath Falls, County of Klamath, State of Oregon**, sell at public auction to the highest bidder for cash the interest in the real property described above 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 the sale, including a reasonable charge by the trustee.

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 this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying those sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee and attorney fees not exceeding the amounts provided by ORS 86.778.

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

DATED this 24 day of February 2015 ~~September 2014~~

  
\_\_\_\_\_  
Nathan J. Ratliff, Successor Trustee  
Parks & Ratliff, P.C.  
620 Main Street  
Klamath Falls, OR 97601  
Phone: 541-882-6331

I CERTIFY THAT I am the attorney for the above-named trustee and that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.

PARKS & RATLIFF, P.C.

\_\_\_\_\_  
Nathan J. Ratliff, OSB #03426

### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **FEBRUARY 16, 2015, now postponed to MAY 15, 2015**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying or 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 owner can have a 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 FORECLOSURES ARE 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 a 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 FORECLOSURES 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 foreclosures sale may be willing to allow you to stay as a tenant instead of requiring you to move out at 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.