

187 2104758

**RECORDING COVER SHEET**  
Pursuant to ORS 205.234

**2015-005593**  
Klamath County, Oregon  
06/01/2015 12:36:17 PM  
Fee: \$77.00

**After recording return to:**

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

- 1. AFFIDAVIT OF MAILING – AMENDED TRUSTEE’S NOTICE OF SALE**
- 2. AMENDED TRUSTEE’S NOTICE OF SALE**

**Original Grantor(s) on Trust Deed: Danny R. Bechtel, and Lori A. Bechtel, husband and wife**

**Beneficiary: Union Federal Bank of Indianapolis**

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

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

STATE OF WASHINGTON, County of KING) ss:

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

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

I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known address, to-wit:

See Attached Exhibit A

Said persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person requesting notice, as required by ORS 86.806.

Each of the notices so mailed was certified to be a true copy of the original notice of sale, each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Bellevue, Washington, on 5-28-15. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said notices was mailed after the notice of default and election to sell described in said notice of sale was recorded.

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



**Joshua Egts**

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING )

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

Dated: 5-28-15



NOTARY PUBLIC in and for the State of  
Washington, residing at KING  
My commission expires 4-27-19

**AFFIDAVIT OF MAILING AMENDED TRUSTEE'S NOTICE OF SALE**  
**RE: Trust Deed from**  
**Danny R. Bechtel, and Lori A. Bechtel, husband and wife**  
**Grantor**  
to  
**Northwest Trustee Services, Inc.**  
**Trustee** **File No. 7777.02117**



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

EXHIBIT A

Candace Amborn, Trustee  
PO Box 580  
Medford, OR 97501-0214

Carter Jones Collection Service, Inc.  
c/o Neal G. Buchanan, Attorney  
435 Oak Avenue  
Klamath Falls, OR 97601

Danny R. Bechtel  
1508 Southwest Knoll Avenue  
Bend, OR 97702

Danny R. Bechtel  
c/o Rex K. Daines, Attorney  
3995 Hagers Grove Rd SE  
Salem, OR 97309

Danny R. Bechtel  
c/o Thomas A. McAvity, Atty  
Klamath Falls, OR 97603

Gorilla Capital, Inc.  
1342 High Street  
Eugene, OR 97401

Klamath Irrigation District  
6640 KID Lane  
Klamath Falls, OR 97603

Lori A. Bechtel  
1508 Southwest Knoll Avenue  
Bend, OR 97702

NCEP, LLC  
c/o Daniel N. Gordon, P.C.  
4023 West 1st Avenue  
Eugene, OR 97402

Occupant(s)  
Corporation  
1942 Arthur Street  
Klamath Falls, OR 97603

Oregon Department of Revenue  
955 Center Street Northeast  
Salem, OR 97301-2555

Rogue Federal Credit Union  
P.O. Box 4550  
Medford, OR 97501

Carter Jones Collection Service, Inc.  
c/o Kent Pederson, R.A.  
1143 Pine Street  
Klamath Falls, OR 97601

Danny R. Bechtel  
100 Hilt Lane  
White City, OR 97503

Danny R. Bechtel  
1942 Arthur Street  
Klamath Falls, OR 97603

Danny R. Bechtel  
c/o Rex K. Daines, Attorney  
POB 12829  
Salem, OR 97309-0829

Ellen Rosenblum, Attorney General  
Oregon Department of Justice  
1162 Court Street N.E.  
Salem, OR 97301-4096

Gorilla Capital, Inc.  
c/o John V. Hemlick, R.A.  
1342 High Street  
Eugene, OR 97401

Lori A. Bechtel  
100 Hilt Lane  
White City, OR 97503

Lori A. Bechtel  
1942 Arthur Street  
Klamath Falls, OR 97603

NCEP, LLC  
c/o Gordon Aylworth & Tami PC  
P.O. Box 22338  
Eugene, OR 97402

Oregon Affordable Housing Assistance  
725 Summer Street Northeast Suite B  
Salem, OR 97301-1266

Oregon Department of Revenue  
PTAC, Collections  
PO Box 14725  
Salem, OR 97309-5018

## AMENDED TRUSTEE'S NOTICE OF SALE

File No. 7777.02117

Reference is made to that certain trust deed made by Danny R. Bechtel, and Lori A. Bechtel, husband and wife, as grantor, to Northwest Trustee Services, as trustee, in favor of Union Federal Bank of Indianapolis, as beneficiary, dated 10/22/04, recorded 11/01/04, in the mortgage records of KLAMATH County, Oregon, in Vol M04, Page 74919, and subsequently assigned to U.S. Bank National Association, as Trustee for Bear Stearns Asset Backed Securities I Trust 2005-AC2, Asset-Backed Certificates, Series 2005-AC2 by Assignment recorded as 2014-010705, covering the following described real property situated in said county and state, to wit:

The South One-Half of Lot 9 in Block 1 of Home Acres, according to the Official Plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 1942 Arthur Street Klamath Falls, OR 97603

Both the beneficiary and the trustee have elected to sell the real property to satisfy the obligations secured by the trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.752(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums: monthly payments of \$942.38 beginning 01/01/13, monthly payments of \$937.74 beginning 3/1/2013; plus advances of \$2,264.00; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, said sums being the following, to wit: \$115,075.54 with interest thereon at the rate of 6.25 percent per annum beginning 12/01/12; plus advances of \$2,264.00; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

The Notice of Default and original Notice of Sale given pursuant thereto stated the property would be sold on 3/23/2015, at the hour of 10:00 o'clock A.M., in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of KLAMATH, State of Oregon; However, subsequent to the recording of said Notice of Default the original proceedings were stayed by order of the court or by proceedings filed under the U.S. Bankruptcy Code or for other lawful reason. Said stay was terminated effective 4/30/2015.

WHEREFORE, notice hereby is given that the undersigned trustee will on **June 15, 2015** at the hour of 10:00 o'clock, A.M., in accord with the standard of time established by ORS 187.110, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of KLAMATH, State of Oregon, sell at public auction to the highest bidder for cash the interest in the described real property which the grantor had or had power to convey at the time of the execution by grantor of the trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that for reinstatement or payoff quotes requested pursuant to ORS 86.786 and 86.789 must be timely communicated in a written request that complies with that statute addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid

information is also available at the trustee's website, [www.northwesttrustee.com](http://www.northwesttrustee.com). 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 of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said 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's and attorney's fees not exceeding the amounts provided by said ORS 86.778. Requests from persons named in ORS 86.778 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

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

Without limiting the trustee's disclaimer of representation 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.

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#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 15, 2015. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent 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 residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

#### FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

#### STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing

before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

**IMPORTANT:** For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver/have mailed or delivered your proof not later than 2/21/2015 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid..

#### **ABOUT YOUR SECURITY DEPOSIT**

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. 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 business or individual who 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. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer 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 buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

**YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT**

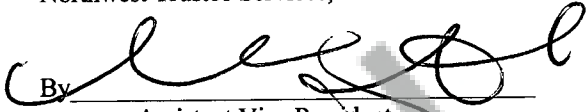
**IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER.** If you believe you need legal assistance with this matter, you may contact the Oregon State Bar Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for lawyer referral service. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

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

Northwest Trustee Services, Inc.

Dated: May 28, 2015

By   
Assistant Vice President  
Northwest Trustee Services, Inc.

For further information, please contact:

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

State of Washington, County of King) ss:

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

\_\_\_\_\_  
By Authorized Signer

**AMENDED TRUSTEE'S NOTICE OF SALE**

**RE: Trust Deed from  
Danny R. Bechtel, and Lori A. Bechtel, husband and wife  
Grantor  
to  
Northwest Trustee Services, Inc.  
Trustee** File No. 7777.02117

**After recording return to:**

**Northwest Trustee Services, Inc.  
Attn: Breanon Miller  
P.O. Box 997  
Bellevue, WA 98009-0997**

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