

**RECORDING COVER SHEET**  
Pursuant to ORS 205.234

**2015-006509**  
Klamath County, Oregon  
06/22/2015 09:24:39 AM  
Fee: \$287.00

**After recording return to:**

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
Phone: (503) 946-6558  
TS NO.: 14-31087

1. AFFIDAVIT OF MAILING – (s)
2. AFFIDAVIT OF MAILING – TRUSTEE’S NOTICE OF SALE
3. TRUSTEE’S NOTICE OF SALE
4. PROOF OF SERVICE
5. AFFIDAVIT OF PUBLICATION

**Original Grantor(s) on Trust Deed:**  
SALLY ABNEY, AN UNMARRIED WOMAN

**Beneficiary:**  
Nationstar Mortgage LLC d/b/a Champion Mortgage Company

**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.**

## TRUSTEE'S NOTICE OF SALE

TS NO.: 14-31087

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by SALLY ABNEY, AN UNMARRIED WOMAN as Grantor to NORTHWEST TRUSTEE SERVICES, INC, as trustee, in favor of GOLF SAVINGS BANK, as Beneficiary, dated 10/20/2010, recorded 10/25/2010, in mortgage records of Klamath County, Oregon Document No. 2010-012554 in Book Page covering the following described real property situated in said County and State, to-wit:

Lot 10 of LOST RIVER COURT to the City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The street address or other common designation, if any for the real property described above is purported to be:  
**191 COURT DR  
MERRILL, OR 97633**

The Tax Assessor's Account ID for the Real Property is purported to be: **R122450**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees or any advances that may become due, and such sums have not been paid.

The amount required to cure the default in payments to date is calculated as follows:

**From: 3/19/2014**  
**Total of past due payments: \$76,766.58**  
**Late Charges: \$0.00**  
**Additional charges (Taxes, Insurance): \$0.00**  
**Trustee's Fees and Costs: \$4,470.66**

**Total necessary to cure: \$81,237.24**

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: **\$77,354.75**

Said sale shall be held at the hour of **10:00 AM** on **7/2/2015** in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

**At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601**

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except:

**NONE**

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 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(s) of the 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 the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is:  
Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

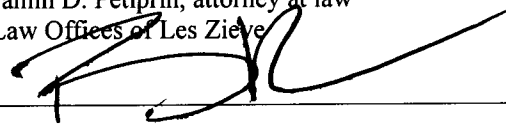
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words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

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.

Dated: 2/24/2015

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve

Signature By: \_\_\_\_\_



**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**


I, Dawn Megles, Classified Manager, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#16373 SALE ABNEY

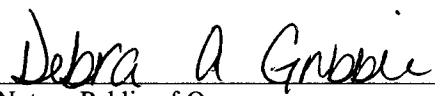
P#1142087

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:

05/15/2015 05/22/2015 05/29/2015 06/05/2015

  
Subscribed and sworn by Dawn Megles before me on:  
5th day of June in the year of 2015

  
Notary Public of Oregon  
My commission expires on May 15, 2016



**TS NO.: 14-31087 TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Deed of Trust (hereafter referred as the Trust Deed) made by SALLY ABNEY, AN UNMARRIED WOMAN as Grantor to NORTHWEST TRUSTEE SERVICES, INC, as trustee, in favor of GOLF SAVINGS BANK, as Beneficiary, dated 10/20/2010, recorded 10/25/2010, in mortgage records of Klamath County, Oregon Document No. 2010-012554 in Book Page covering the following described real property situated in said County and State, to-wit: Lot 10 of LOST RIVER COURT to the City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. The street address or other common designation, if any, for the real property described above is purported to be: 191 COURT DR MERRILL, OR 97633 The Tax Assessor's Account ID for the Real Property is purported to be: R122450

Both the current beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys. The default for which the foreclosure is made is: That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees or any advances that may become due, and such sums have not been paid. The amount required to cure the default in payments to date is calculated as follows: From: 3/19/2014 Total of past due payments: \$76,766.58 Late Charges: \$0.00 Additional charges (Taxes, Insurance): \$0.00 Trustee's Fees and Costs: \$4,470.66 Total necessary to cure: \$81,237.24 Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: \$77,354.75 Said sale shall be held at the hour of 10:00 AM on 7/2/2015 in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place: At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601 Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except: NONE 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 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(s) of the 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 the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778. The mailing address of the trustee is: Benjamin D. Petiprin, attorney at law c/o Law Offices of Les Zieve One World Trade Center 121 Southwest Salmon Street, 11th Floor Portland, OR 97204 (503) 946-6558

1142087

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" and/or "grantors" includes any successor in interest to the Grantor as well as any other 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. 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. Dated: 2/24/2015 Benjamin D. Petiprin, attorney at law c/o Law Offices of Les Zieve Signature By: Benjamin D. Petiprin P1142087 5/15, 5/22, 5/29, 06/05/2015 #16373 May 15, 22, 29, June 05, 2015

TS# 14-31087

**PROOF OF SERVICE  
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: Occupants of **191 Court Dr. Merrill, OR. 97633**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to \_\_ at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1<sup>st</sup> Attempt: **March 4, 2015** **10:10 AM** **POSTED**

2<sup>nd</sup> Attempt: **March 6, 2015** **12:49 PM** **POSTED**

3<sup>rd</sup> Attempt: **March 10, 2015** **1:45 PM** **POSTED**

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of **March 11, 2015**, I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed Chelsea Chambers

**191 Court Dr. Merrill, OR. 97633**  
**ADDRESS OF SERVICE**

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

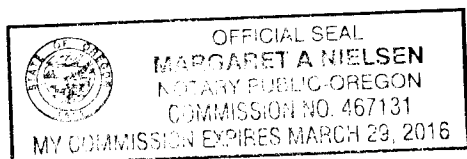
March 4, 2015 **DATE OF SERVICE** 10:10 AM **TIME OF SERVICE**

☐ or non occupancy

By: Robert W. Bolenbaugh  
**ROBERT W. BOLENBAUGH**

Subscribed and sworn to before on this 11<sup>th</sup> day of March, 2015.

Margaret A. Nielsen  
Notary Public for Oregon



PP# 1133937

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0030600-01

T.S. No.: 14-31087

Loan No.: 822859

STATE OF California }  
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 4241 Ponderosa Ave. Suite G, San Diego, CA 92123; by iMail LLC acting on behalf of Law Offices of Les Zieve and that on 3/2/2015, (s)he caused to be mailed copies of the document entitled Notice Notice of Sale and Tenant Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

X  
Edwardo Silva

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 SAN DIEGO

On MAR 10 2015 before me, the undersigned, a Notary Public in and for said State, personally appeared EDUARDO SILVA personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(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.

WITNESS my hand and official seal.

Signature Joseph L. Collins Jr.



## TRUSTEE'S NOTICE OF SALE

TS NO.: 14-31087

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by SALLY ABNEY, AN UNMARRIED WOMAN as Grantor to NORTHWEST TRUSTEE SERVICES, INC, as trustee, in favor of GOLF SAVINGS BANK, as Beneficiary, dated 10/20/2010, recorded 10/25/2010, in mortgage records of Klamath County, Oregon Document No. 2010-012554 in Book Page covering the following described real property situated in said County and State, to-wit:

Lot 10 of LOST RIVER COURT to the City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The street address or other common designation, if any for the real property described above is purported to be:

**191 COURT DR  
MERRILL, OR 97633**

The Tax Assessor's Account ID for the Real Property is purported to be: **R122450**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees or any advances that may become due, and such sums have not been paid.

The amount required to cure the default in payments to date is calculated as follows:

**From: 3/19/2014**

**Total of past due payments: \$76,766.58**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$0.00**

**Trustee's Fees and Costs: \$4,470.66**

**Total necessary to cure: \$81,237.24**

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: **\$77,354.75**



Said sale shall be held at the hour of 10:00 AM on 7/2/2015 in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except:

NONE

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 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(s) of the 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 the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is:  
Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

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 said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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.

Dated: 2/24/2015

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve

Signature By: \_\_\_\_\_

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/2/2015. 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 and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
  - The new owner is not your landlord and is not responsible for maintaining the property on your behalf;
- and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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.

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292

Exhibit A to Affidavit of Mailing

Sender: Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: First Class  
Type of Mailing: ORNTS

Affidavit Attachment: 0030600-01 000 20150302 Zieve000336

Postal Number Sequence Recipient Name Address Line 1/3 Address Line 2/4

11969002484043924990 2 Robin Gaye Abney as personal representative of the Estate of Sally Abney 191 Court Dr. Merrill, OR 97633

11969002484043925003 4 Robin Gaye Abney as personal representative of the Estate of Sally Abney P.O. BOX 167 MERRILL, OR 97633

11969002484043925010 6 SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET, S.W. WASHINGTON, DC 20410

11969002484043925027 8 SECRETARY OF HOUSING AND URBAN DEVELOPMENT C/O GOLF SAVINGS BANK C/O BANK OF AMERICA, N.A. 11120 NE 33RD PLACE, SUITE 200 BELLEVUE, WA 98004

11969002484043925034 10 LINDA NELL ABNEY-KING 191 COURT DR MERRILL, OR 97633

11969002484043925041 12 BRENDA SUE ABNEY-PHILLIPS 191 COURT DR MERRILL, OR 97633

11969002484043925058 14 SHARON MARIE ABNEY-ANDERSON 191 COURT DR MERRILL, OR 97633

11969002484043925065 16 DEBRA ANN ABNEY-CLIBURN 191 COURT DR MERRILL, OR 97633

11969002484043925072 18 PHILLIS JOE ABNEY-MORRIS 191 COURT DR MERRILL, OR 97633

11969002484043925089 20 ROBERT DEE GRAHAM 191 COURT DR MERRILL, OR 97633

11969002484043925096 22 NAWAUNA DARNELL GRAHAM-JONES 191 COURT DR MERRILL, OR 97633

11969002484043925102 24	MICHAEL REED	191 COURT DR	MERRILL, OR 97633
11969002484043925119 26	MELANIE REED	191 COURT DR	MERRILL, OR 97633
11969002484043925126 28	MELISSA HANDY-WILLIAMS	191 COURT DR	MERRILL, OR 97633
11969002484043925133 30	KIZZY ABNEY	191 COURT DR	MERRILL, OR 97633
11969002484043925140 32	ROBIN G. ABNEY, CLAIMING SUCCESSOR	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925157 34	BARBARA LEE ABNEY	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925164 36	LINDA NELL ABNEY-KING	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925171 38	BRENDA SUE ABNEY-PHILLIPS	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925188 40	SHARON MARIE ABNEY-ANDERSON	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925195 42	DEBRA ANN ABNEY-CLIBURN	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925201 44	PHILLIS JOE ABNEY-MORRIS	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925218 46	ROBERT DEE GRAHAM	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
11969002484043925225 48	NAWAUNA DARNELL GRAHAM-JONES	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET

11969002484043925232  
50

MICHAEL REED

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
122 SOUTH FIFTH STREET  
KLAMATH FALLS, OR 97601

11969002484043925249  
52

MELANIE REED

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
122 SOUTH FIFTH STREET  
KLAMATH FALLS, OR 97601

11969002484043925256  
54

MELISSA HANDY-WILLIAMS

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
122 SOUTH FIFTH STREET  
KLAMATH FALLS, OR 97601

11969002484043925263  
56

KIZZY ABNEY

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
122 SOUTH FIFTH STREET  
KLAMATH FALLS, OR 97601

Exhibit A to Affidavit of Mailing

Sender: Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: Electronic - Ret

Type of Mailing: ORNTS

Affidavit Attachment: 0030600-01 000 20150302 Zieve000336

Address Line 1/3

Address Line 2/4

Postal Number Sequence Recipient Name

71969002484039682851 1 Robin Gaye Abney as personal representative of the Estate of Sally Abney  
191 Court Dr.

Merrill, OR 97633

71969002484039682875 3

Robin Gaye Abney as personal representative of the Estate of Sally Abney  
P.O. BOX 167

MERRILL, OR 97633

71969002484039682899 5

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 SEVENTH STREET, S.W.

WASHINGTON, DC 20410

71969002484039682905 7

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
C/O GOLF SAVINGS BANK C/O BANK OF AMERICA, N.A.  
BELLEVUE, WA 98004  
11120 NE 33RD PLACE, SUITE 200

71969002484039682912 9

LINDA NELL ABNEY-KING

191 COURT DR

MERRILL, OR 97633

71969002484039682929 11

BRENDA SUE ABNEY-PHILLIPS

191 COURT DR

MERRILL, OR 97633

71969002484039682943 13

SHARON MARIE ABNEY-ANDERSON

191 COURT DR

MERRILL, OR 97633

71969002484039682950 15

DEBRA ANN ABNEY-CLIBURN

191 COURT DR

MERRILL, OR 97633

71969002484039682974 17

PHILLIS JOE ABNEY-MORRIS

191 COURT DR

MERRILL, OR 97633

71969002484039682981 19

ROBERT DEE GRAHAM

191 COURT DR

MERRILL, OR 97633

71969002484039682998 21

NAWAUNA DARNELL GRAHAM-JONES

191 COURT DR

MERRILL, OR 97633

71969002484039683001 23	MICHAEL REED	191 COURT DR	MERRILL, OR 97633
71969002484039683018 25	MELANIE REED	191 COURT DR	MERRILL, OR 97633
71969002484039683025 27	MELISSA HANDY-WILLIAMS	191 COURT DR	MERRILL, OR 97633
71969002484039683049 29	KIZZY ABNEY	191 COURT DR	MERRILL, OR 97633
71969002484039683056 31	ROBIN G. ABNEY, CLAIMING SUCCESSOR	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683063 33	BARBARA LEE ABNEY	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683070 35	LINDA NELL ABNEY-KING	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683087 37	BRENDA SUE ABNEY-PHILLIPS	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683100 39	SHARON MARIE ABNEY-ANDERSON	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683117 41	DEBRA ANN ABNEY-CLIBURN	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683124 43	PHILLIS JOE ABNEY-MORRIS	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683131 45	ROBERT DEE GRAHAM	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET
71969002484039683148 47	NAWAUNA DARNELL GRAHAM-JONES	C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR KLAMATH FALLS, OR 97601	122 SOUTH FIFTH STREET



71969002484039683162  
49 MICHAEL REED

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
KLAMATH FALLS, OR 97601  
122 SOUTH FIFTH STREET

71969002484039683179  
51 MELANIE REED

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
KLAMATH FALLS, OR 97601  
122 SOUTH FIFTH STREET

71969002484039683186  
53 MELISSA HANDY-WILLIAMS

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
KLAMATH FALLS, OR 97601  
122 SOUTH FIFTH STREET

71969002484039683193  
55 KIZZY ABNEY

C/O BRADFORD J. ASPELL, ASPELL, HENDERSON & ASSOCIATES ATTORNEYS FOR CLAIMING SUCCESSOR  
KLAMATH FALLS, OR 97601  
122 SOUTH FIFTH STREET

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0030601-01

T.S. No.: 14-31087

Loan No.: 822859

STATE OF California }  
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 4241 Ponderosa Ave. Suite G, San Diego, CA 92123; by iMail LLC acting on behalf of Law Offices of Les Zieve and that on 3/2/2015, (s)he caused to be mailed copies of the document entitled Notice Notice of Sale, Tenant Notice and Danger Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

X

Edwardo Silva

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.

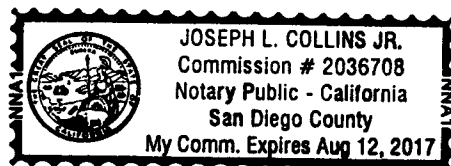
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On **MAR 10 2015** before me, the undersigned, a Notary Public in and for said State, personally appeared **EDUARDO SILVA** personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(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.

WITNESS my hand and official seal.

Signature

*Joseph L. Collins Jr.*



## TRUSTEE'S NOTICE OF SALE

TS NO.: 14-31087

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by SALLY ABNEY, AN UNMARRIED WOMAN as Grantor to NORTHWEST TRUSTEE SERVICES, INC, as trustee, in favor of GOLF SAVINGS BANK, as Beneficiary, dated 10/20/2010, recorded 10/25/2010, in mortgage records of Klamath County, Oregon Document No. 2010-012554 in Book Page covering the following described real property situated in said County and State, to-wit:

Lot 10 of LOST RIVER COURT to the City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The street address or other common designation, if any for the real property described above is purported to be:

**191 COURT DR  
MERRILL, OR 97633**

The Tax Assessor's Account ID for the Real Property is purported to be: **R122450**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees or any advances that may become due, and such sums have not been paid.

The amount required to cure the default in payments to date is calculated as follows:

**From: 3/19/2014**  
**Total of past due payments: \$76,766.58**  
**Late Charges: \$0.00**  
**Additional charges (Taxes, Insurance): \$0.00**  
**Trustee's Fees and Costs: \$4,470.66**

**Total necessary to cure: \$81,237.24**

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: **\$77,354.75**

Said sale shall be held at the hour of **10:00 AM** on **7/2/2015** in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

**At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601**

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except:

**NONE**

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 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(s) of the 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 the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is:  
Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

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 said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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.

Dated: 2/24/2015

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve

Signature By: \_\_\_\_\_

**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:  
191 COURT DR  
MERRILL, OR 97633

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 to pay as of 2/24/2015 to bring your mortgage loan current was \$81,237.24. (See enclosed Notice of Sale for additional details regarding this amount.) 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 (503) 946-6558 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:

One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 92704  
(503) 946-6558

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

Sale Date: 7/2/2015      Time: 10:00 AM

Place: At the main entrance to the County Courthouse, 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 Champion Mortgage LLC at 855 683.3095 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. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: **[www.osbar.org](http://www.osbar.org)**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 2/24/2015

Trustee Name:

Trustee Signature: 

Benjamin D. Petiprin, Attorney at Law  
c/o Law Offices of Les Zieve

Trustee telephone number: 503-946-6558

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/2/2015. 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 and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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.

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292



Exhibit A to Affidavit of Mailing

Sender: Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: First Class

Type of Mailing: OROCC

Affidavit Attachment: 0030601-01 000 20150302 Zieve000336

Postal Number Sequence Recipient Name

11969002484043925270

2 Occupant

Address Line 1/3

191 COURT DR

Address Line 2/4

MERRILL, OR 97633

Exhibit A to Affidavit of Mailing

Sender:

Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: Electronic - Ret

Type of Mailing: OROCC

Affidavit Attachment: 0030601-01 000 20150302 Zieve000336

Postal Number Sequence Recipient Name

71969002484039683216

1

Occupant

Address Line 1/3

191 COURT DR

Address Line 2/4

MERRILL, OR 97633

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0030602-01

T.S. No.: 14-31087

Loan No.: 822859

STATE OF California }  
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 4241 Ponderosa Ave. Suite G, San Diego, CA 92123; by iMail LLC acting on behalf of Law Offices of Les Zieve and that on 3/2/2015, (s)he caused to be mailed copies of the document entitled Notice \_\_\_\_\_ Notice of Sale and Tenant Notice \_\_\_\_\_ via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

X

Edwardo Silva

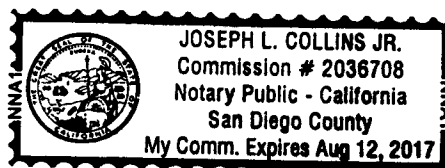
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On **MAR 10 2015** before me, the undersigned, a Notary Public in and for said State, personally appeared **EDUARDO SILVA** personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(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.

WITNESS my hand and official seal.

Signature



## TRUSTEE'S NOTICE OF SALE

TS NO.: 14-31087

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by SALLY ABNEY, AN UNMARRIED WOMAN as Grantor to NORTHWEST TRUSTEE SERVICES, INC, as trustee, in favor of GOLF SAVINGS BANK, as Beneficiary, dated 10/20/2010, recorded 10/25/2010, in mortgage records of Klamath County, Oregon Document No. 2010-012554 in Book Page covering the following described real property situated in said County and State, to-wit:

Lot 10 of LOST RIVER COURT to the City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The street address or other common designation, if any for the real property described above is purported to be:

**191 COURT DR  
MERRILL, OR 97633**

The Tax Assessor's Account ID for the Real Property is purported to be: **R122450**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees or any advances that may become due, and such sums have not been paid.

The amount required to cure the default in payments to date is calculated as follows:

**From: 3/19/2014**

**Total of past due payments: \$76,766.58**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$0.00**

**Trustee's Fees and Costs: \$4,470.66**

**Total necessary to cure: \$81,237.24**

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: **\$77,354.75**

Said sale shall be held at the hour of **10:00 AM** on **7/2/2015** in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

**At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601**

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except:

**NONE**

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 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(s) of the 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 the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is:  
Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

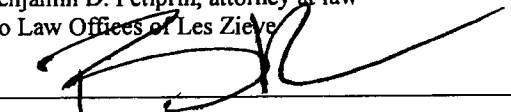
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words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

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.

Dated: 2/24/2015

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve

Signature By: \_\_\_\_\_



## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/2/2015. 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 and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
  - The new owner is not your landlord and is not responsible for maintaining the property on your behalf;
- and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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.

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292

Exhibit A to Affidavit of Mailing

Sender:

Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: First Class

Type of Mailing: ORRES

Affidavit Attachment: 0030602-01 000 20150302 Zieve000336

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

11969002484043925287

Residential Tenants

191 COURT DR

MERRILL, OR 97633



Exhibit A to Affidavit of Mailing

Sender:

Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: Electronic - Ret

Type of Mailing: ORRES

Affidavit Attachment: 0030602-01 000 20150302 Zieve000336

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

71969002484039683223

1

Residential Tenants

191 COURT DR

MERRILL, OR 97633

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0030603-01

T.S. No.: 14-31087

Loan No.: 822859

STATE OF California }  
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 4241 Ponderosa Ave. Suite G, San Diego, CA 92123; by iMail LLC acting on behalf of Law Offices of Les Zieve and that on 3/2/2015, (s)he caused to be mailed copies of the document entitled Notice \_\_\_\_\_ Notice of Sale, Tenant Notice and Danger Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

X  
\_\_\_\_\_  
Edwardo Silva

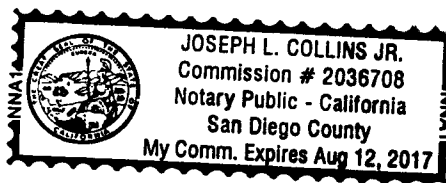
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On **MAR 10 2015** before me, the undersigned, a Notary Public in and for said State, personally appeared **EDUARDO SILVA** personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(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.

WITNESS my hand and official seal.

Signature Joseph L. Collins Jr.



**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:  
191 COURT DR  
MERRILL, OR 97633

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 to pay as of 2/24/2015 to bring your mortgage loan current was \$81,237.24. (See enclosed Notice of Sale for additional details regarding this amount.) 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 (503) 946-6558 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:

One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 92704  
(503) 946-6558

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

Sale Date: 7/2/2015      Time: 10:00 AM

Place: At the main entrance to the County Courthouse, 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 Champion Mortgage LLC at 855 683.3095 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. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: **www.osbar.org**. 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 2/24/2015

Trustee Name:

Trustee Signature: \_\_\_\_\_

Benjamin D. Petiprin, Attorney at Law  
c/o Law Offices of Les Zieve

Trustee telephone number: 503-946-6558

## TRUSTEE'S NOTICE OF SALE

TS NO.: 14-31087

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by SALLY ABNEY, AN UNMARRIED WOMAN as Grantor to NORTHWEST TRUSTEE SERVICES, INC, as trustee, in favor of GOLF SAVINGS BANK, as Beneficiary, dated 10/20/2010, recorded 10/25/2010, in mortgage records of Klamath County, Oregon Document No. 2010-012554 in Book Page covering the following described real property situated in said County and State, to-wit:

Lot 10 of LOST RIVER COURT to the City of Merrill, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The street address or other common designation, if any for the real property described above is purported to be:

**191 COURT DR  
MERRILL, OR 97633**

The Tax Assessor's Account ID for the Real Property is purported to be: **R122450**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

That a breach of, and default in, the obligations secured by said deed of trust have occurred in that "A Borrower dies and the Property is not the principal residence of at least one surviving Borrower" and, the borrower has died and there are no other borrowers occupying the property, and therefore, the lender had declared all sums secured thereby forthwith due and payable plus the foreclosure costs, legal fees or any advances that may become due, and such sums have not been paid.

The amount required to cure the default in payments to date is calculated as follows:

**From: 3/19/2014**

**Total of past due payments: \$76,766.58**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$0.00**

**Trustee's Fees and Costs: \$4,470.66**

**Total necessary to cure: \$81,237.24**

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: **\$77,354.75**

Said sale shall be held at the hour of 10:00 AM on 7/2/2015 in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except:

NONE

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 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(s) of the 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 the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is:

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

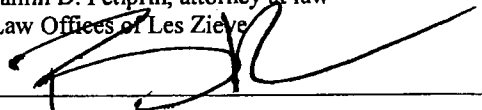
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words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

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.

Dated: 2/24/2015

Benjamin D. Petiprin, attorney at law  
c/o Law Offices of Les Zieve

Signature By: \_\_\_\_\_



**Law Offices of Les Zieve  
30 Corporate Park, Suite 450  
Irvine, CA 92606  
714-848-7920**

Date: 2/24/2015

T.S. Number: 14-31087

### **DEBT VALIDATION NOTICE**

1. The enclosed document relates to a debt owed to:

**Champion Mortgage LLC**

2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of **2/24/2015** the total delinquency owed was **\$81,237.24**, but this amount will increase until the delinquency has been fully paid.
4. As of **2/24/2015** the amount required to pay the entire debt in full was the unpaid principal balance of **\$71,398.93**, plus interest from **2/19/2014**, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION  
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/2/2015. 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 and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

### SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date



of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
  - The new owner is not your landlord and is not responsible for maintaining the property on your behalf;
- and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar 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.

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292

Exhibit A to Affidavit of Mailing

Sender: Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: First Class

Type of Mailing: ORNTSHO

Affidavit Attachment: 0030603-01 000 20150302 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
11969002484043925294	2	SALLY ABNEY	191 COURT DR	MERRILL, OR 97633
11969002484043925300	4	SALLY ABNEY	P.O. BOX 167	MERRILL, OR 97633
11969002484043925317	6	ROBIN G. ABNEY, CLAIMING SUCCESSOR	PO BOX 167	MERRILL, OR 97633
11969002484043925324	8	BARBARA LEE ABNEY	NORTHGATE TERRACE RETIREMENT CENTER OAKLAND, CA 94612	550 24TH STREET, #312
11969002484043925331	10	LINDA NELL ABNEY-KING	3400 COFFEE RD, #154	MODESTO, CA 95355
11969002484043925348	12	BRENDA SUE ABNEY-PHILLIPS	607 SUMMIT AVE.	GRAHAM, TX 76450
11969002484043925355	14	SHARON MARIE ABNEY-ANDERSON	435 N. 6TH STREET	KLAMATH FALLS, OR 97601
11969002484043925362	16	DEBRA ANN ABNEY-CLIBURN	3462 SW 125TH AVE.	BEAVERTON, OR 97005
11969002484043925379	18	PHILLIS JOE ABNEY-MORRIS	124 IOWA ST.	KLAMATH FALLS, OR 97601
11969002484043925386	20	ROBERT DEE GRAHAM	207 N. LINCOLN ST., #1	ABERDEEN, SD 57401
11969002484043925393	22	NAWAUNA DARNELL GRAHAM-JONES	559 BRITTNI LN.	CENTRAL POINT, OR 97502
11969002484043925409	24	MICHAEL REED	5004 GETEWOOD DR.	KLAMATH FALLS, OR 97603

11969002484043925416 26	MELANIE REED	9821 SOSTORIA RD.	ALBUQUERQUE, NM 87111
11969002484043925423 28	MELISSA HANDY-WILLIAMS	1590 TUCKER ST.	OAKLAND, CA 94603
11969002484043925430 30	KIZZY ABNEY	PO BOX 606	COLUMBIA, MO 65205
11969002484043925447 32	ROBIN G. ABNEY, CLAIMING SUCCESSOR	191 COURT DR	MERRILL, OR 97633
11969002484043925454 34	BARBARA LEE ABNEY	191 COURT DR	MERRILL, OR 97633
11969002484043925461 36	SALLY ABNEY	191 COURT DR	MERRILL, OR 97633
11969002484043925478 38	Guardian, Conservator of the estate of SALLY ABNEY	heirs at law or devisees of SALLY ABNEY, 191 COURT DR	or the Administrator or Personal Representative of SALLY ABN MERRILL, OR 97633
11969002484043925485 40	SALLY ABNEY	PO BOX 167	MERRILL, OR 97633-0167

Exhibit A to Affidavit of Mailing

Sender: Zieve  
30 Corporate Park Drive, Suite 450  
Irvine CA 92606

Postal Class: Electronic - Ret  
Type of Mailing: ORNTSHO

Affidavit Attachment: 0030603-01 000 20150302 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484039683247	1	SALLY ABNEY	191 COURT DR	MERRILL, OR 97633
71969002484039683254	3	SALLY ABNEY	P.O. BOX 167	MERRILL, OR 97633
71969002484039683261	5	ROBIN G. ABNEY, CLAIMING SUCCESSOR	PO BOX 167	MERRILL, OR 97633
71969002484039683285	7	BARBARA LEE ABNEY	NORTHGATE TERRACE RETIREMENT CENTER OAKLAND, CA 94612	550 24TH STREET, #312
71969002484039683292	9	LINDA NELL ABNEY-KING	3400 COFFEE RD, #154	MODESTO, CA 95355
71969002484039683308	11	BRENDA SUE ABNEY-PHILLIPS	607 SUMMIT AVE.	GRAHAM, TX 76450
71969002484039683315	13	SHARON MARIE ABNEY-ANDERSON	435 N. 6TH STREET	KLAMATH FALLS, OR 97601
71969002484039683339	15	DEBRA ANN ABNEY-CLIBURN	3462 SW 125TH AVE.	BEAVERTON, OR 97005
71969002484039683346	17	PHILLIS JOE ABNEY-MORRIS	124 IOWA ST.	KLAMATH FALLS, OR 97601
71969002484039683353	19	ROBERT DEE GRAHAM	207 N. LINCOLN ST., #1	ABERDEEN, SD 57401
71969002484039683360	21	NAWAUNA DARNELL GRAHAM-JONES	559 BRITNI LN.	CENTRAL POINT, OR 97502
71969002484039683384	23	MICHAEL REED	5004 GETEWOOD DR.	KLAMATH FALLS, OR 97603

71969002484039683391 25	MELANIE REED	9821 SOSTORIA RD.	ALBUQUERQUE, NM 87111
71969002484039683407 27	MELISSA HANDY-WILLIAMS	1590 TUCKER ST.	OAKLAND, CA 94603
71969002484039683414 29	KIZZY ABNEY	PO BOX 606	COLUMBIA, MO 65205
71969002484039683438 31	ROBIN G. ABNEY, CLAIMING SUCCESSOR	191 COURT DR	MERRILL, OR 97633
71969002484039683445 33	BARBARA LEE ABNEY	191 COURT DR	MERRILL, OR 97633
71969002484039683452 35	SALLY ABNEY	191 COURT DR	MERRILL, OR 97633
71969002484039683476 37	Guardian, Conservator of the estate of SALLY ABNEY	heirs at law or devisees of SALLY ABNEY, 191 COURT DR	or the Administrator or Personal Representative of SALLY ABN MERRILL, OR 97633
71969002484039683483 39	SALLY ABNEY	PO BOX 167	MERRILL, OR 97633-0167