

AFFIDAVIT OF MAILING

T.S. NO.: 025648-OR

State: OR



2015-009800

Klamath County, Oregon

09/03/2015 09:35:06 AM

Fee: \$302.00

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Shawn Schulz, certify as follows:

I am and at all time herein mentioned a citizen of the United States, over the age of eighteen years and a resident of San Diego, California:

That on 07/15/2015, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale Homeowner, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

SEE ATTACHED – Oregon Notice of Default and Sale Homeowner

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 9/16/2015 in San Diego, California.

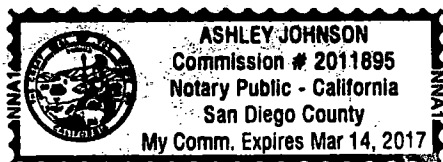
[Signature]
Affiant (Shawn Schulz)

PURSUANT TO CAL. CIVIL CODE § 1189:

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.

SUBSCRIBED AND SWORN to (or affirmed) before me this 16th day of July, 2015, by SHAWN SCHULZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: [Signature]

Residing at: SAN DIEGO

BUSINESS ADDRESS OF AFFIANT: 4375 JUTLAND DRIVE, SAN DIEGO, CA 92117

CRCAFFOM 02062015

TRUSTEE'S NOTICE OF SALE

TS No.: 025648-OR
Loan No.: *****8939

Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS AND ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 06/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET
OF LOT 39 OF MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

APN: R452557 / R-3809-036CD-08100-000

Commonly known as:
6324 JUNIPER WY
KLAMATH FALLS, OR 97603

The current beneficiary is:
PNC BANK, NATIONAL ASSOCIATION

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

<i>Delinquent Payments:</i>			
<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15
<i>Late Charges:</i>			\$230.96
<i>Beneficiary Advances:</i>			\$1,965.70
<i>Foreclosure Fees and Expenses:</i>			\$1,592.50
		Total Required to Reinstate:	\$17,539.55
		TOTAL REQUIRED TO PAYOFF:	\$286,039.87

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$271,431.04 together with interest thereon at the rate of 4 % per annum, from 10/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on **11/12/2015**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of

TS No.: 025648-OR
Loan No.: *****8939

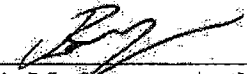
sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

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

Dated: 6/29/2015

By: 
Bernis M. Gonyea, Authorized Signatory of Trustee

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)
) ss.
County of San Diego)

On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 025648-OR
Loan No.: *****8939

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/12/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will proceed and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

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

PROTECTION FROM EVICTION

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

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

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days written notice after the foreclosure sale before you can be required to move.

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

TS No.: 025648-OR
 Loan No.: *****8939

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP.,
 621 SW Morrison Street, Ste 425
 Portland, OR 97205

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

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

Free Legal Assistance: <http://www.oregonlawcenter.org/>
 Portland (503)473-8329
 Coos Bay (800)303-3638
 Ontario (888)250-9877
 Salem (503)485-0696
 Grants Pass (541)476-1058
 Woodburn (800)973-9003
 Hillsboro (877)726-4381

025648-OR

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:****6324 JUNIPER WY
KLAMATH FALLS, OR 97603**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 6/29/2015 to bring your mortgage loan current was **\$17,539.55**. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **(858) 750-7600** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

**CLEAR RECON CORP
621 SW Morrison Street, Suite 425
Portland, OR 97205
858-750-7600****THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU
DO NOT TAKE ACTION:****Date and time: 11/12/2015 at 10:00 AM****Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH
COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR
97601**

025648-OR

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

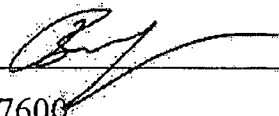
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **PNC Mortgage, a division of PNC Bank, National Association** at **877-489-6262** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 6/29/2015

Trustee name: Clear Recon Corp.

Trustee signature: Bernis M. Gonyea 

Trustee telephone number: 858-750-7600

Trustee Sale No.: 025648-OR

2015-007251**Klamath County, Oregon**

07/02/2015 03:29:34 PM

Fee: \$67.00

When recorded mail document to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 025648-OR

Loan No.: *****8939

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS AND ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 06/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET
 OF LOT 39 OF MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
 IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

APN: R452557 / R-3809-036CD-08100-000

Commonly known as:**6324 JUNIPER WY****KLAMATH FALLS, OR 97603****The current beneficiary is:****PNC BANK, NATIONAL ASSOCIATION**

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

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

TS No.: 025648-OR
Loan No.: *****8939

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15
<i>Late Charges:</i>			\$230.96
<i>Beneficiary Advances:</i>			\$1,965.70
<i>Foreclosure Fees and Expenses:</i>			\$1,592.50
TOTAL REQUIRED TO REINSTATE:			\$17,539.55

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$286,039.87**

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

The Sale will be held at the hour of **10:00 AM.**, standard time, as established by ORS 187.110, on **11/12/2015**, at the following place:

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

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

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
ACCOUNTS RECEIVABLE, INC. 4001 MAIN STREET, SUITE 50 VANCOUVER, WA 98663	Beneficiary of a Junior Lien
ANTHONY DAVID PHILLIPS 6324 JUNIPER WY KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
CREDIT BUREAU OF KLAMATH CO 839 MAIN STREET KLAMATH FALLS, OR 97601	State Tax Lien Agency
DEPARTMENT STORES NATIONAL BANK C/O SUTTELL & HAMMER, P.S. (FORMERLY KNOWN AS SUTTELL & ASSOCIATES, P.S.) 1450-114TH AVE SE, #240, CONIFER BUILDING BELLEVUE, WA 98004	Beneficiary of a Junior Lien
DISCOVER BANK 502 E MARKET STREET GREENWOOD, DE 19950	Beneficiary of a Junior Lien
DISCOVER BANK C/O BISHOP, WHITE, MARSHALL & WEIBEL, P.S.	Beneficiary of a Junior Lien

TS No.: 025648-OR
 Loan No.: *****8939

720 OLIVE WAY, SUITE 1201
 SEATTLE, WA 98101

ELIZABETH PHILLIPS
 6324 JUNIPER WY
 KLAMATH FALLS, OR 97603

Trustor under said Deed of Trust

LVNV FUNDING LLC
 C/O JOHNSON MARK LLC
 901 N BRUTSCHER STREET, D PMB 401
 NEWBERG, OR 97132

Beneficiary of a Junior Lien

UNITED PIPE & SUPPLY CO., INC.
 90099 PRAIRIE ROAD
 EUGENE, OR 97402

Beneficiary of a Junior Lien

UNITED PIPE & SUPPLY CO., INC.
 C/O ALAN L. MITCHELL
 MITCHELL LAW OFFICE, LLC
 PO BOX 14247
 PORTLAND, OR 97293

Beneficiary of a Junior Lien

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

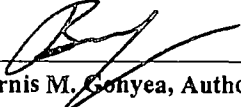
Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective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

TS No.: 025648-OR
Loan No.: *****8939

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

Dated: 6/29/2015

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


Bernis M. Gonyea, Authorized Signatory of Trustee

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)
) ss.
County of San Diego)

On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



After recording, return to:

Anita Holbrook
3232 Newmark Drive
Miamisburg, Ohio
45342

RECEIVED
JAN 30 2015

DEPARTMENT OF JUSTICE
PORTLAND LEGAL

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	PNC Bank, National Association
Jurisdiction*	United States of America

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Anita Holbrook (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

- The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 158 [not to exceed 175];
- The undersigned further certifies that she/he: [check only one of the following boxes]
☐ is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or
☒ is the Vice President, Late Stage Default [insert title] of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

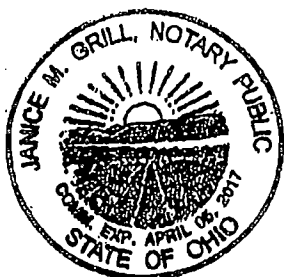
Anita Holbrook
(Signature)

State of Ohio)
) ss.

County of Montgomery

Signed and sworn to (or affirmed) before me this 26th day of January, 2015
by Anita Holbrook

Jane M. Grill
Notary Public for OHIO
My commission expires: April 5, 2017



Recipient List (addresses)

36484
ANTHONY DAVID PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9214890144258202318353

36484
ANTHONY DAVID PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9200190144258202318399

36484
ELIZABETH PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9214890144258202318452

36484
ELIZABETH PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9200190144258202318498

36484
ANTHONY PHILLIPS
6324 JUNIPER WAY
KLAMATH FALLS, OR 97603
9214890144258202318537

36484
ANTHONY PHILLIPS
6324 JUNIPER WAY
KLAMATH FALLS, OR 97603
9200190144258202318566

36484
ELIZABETH PHILLIPS
6324 JUNIPER WAY
KLAMATH FALLS, OR 97603
9214890144258202318605

36484
ELIZABETH PHILLIPS
6324 JUNIPER WAY
KLAMATH FALLS, OR 97603
9200190144258202318634

36484
ANTHONY DAVID PHILLIPS
6324 JUNIPER WAY
KLAMATH FALLS, OR 97603
9214890144258202318667

36484
ANTHONY DAVID PHILLIPS
6324 JUNIPER WAY
KLAMATH FALLS, OR 97603
9200190144258202318696

36484
ESTATE OF ANTHONY DAVID PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9214890144258202318735

36484
ESTATE OF ANTHONY DAVID PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603

9200190144258202318795



AFFIDAVIT OF MAILING

T.S. NO.: 025648-OR

State: OR

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Shawn Schulz, certify as follows:

I am and at all time herein mentioned a citizen of the United States, over the age of eighteen years and a resident of San Diego, California:

That on 07/15/2015, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

SEE ATTACHED – Oregon Notice of Default and Sale

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 7/16/15 in San Diego, California.

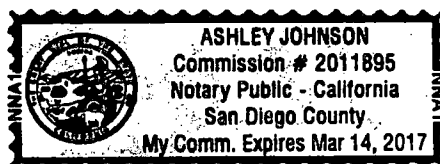
[Signature]
Affiant (Shawn Schulz)

PURSUANT TO CAL. CIVIL CODE § 1189:

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.

SUBSCRIBED AND SWORN to (or affirmed) before me this 16th day of July, 20 15, by SHAWN SCHULZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: [Signature]

Residing at: SAN DIEGO

BUSINESS ADDRESS OF AFFIANT: 4375 JUTLAND DRIVE, SAN DIEGO, CA 92117

CRCAFFOM 02062015

TRUSTEE'S NOTICE OF SALE

TS No.: 025648-OR
Loan No.: *****8939

Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS AND ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 06/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET
OF LOT 39 OF MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE
IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

APN: R452557 / R-3809-036CD-08100-000

Commonly known as:
6324 JUNIPER WY
KLAMATH FALLS, OR 97603

The current beneficiary is:
PNC BANK, NATIONAL ASSOCIATION

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

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15

Late Charges:

\$230.96

Beneficiary Advances:

\$1,965.70

Foreclosure Fees and Expenses:

\$1,592.50

Total Required to Reinstate:	\$17,539.55
TOTAL REQUIRED TO PAYOFF:	\$286,039.87

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$271,431.04 together with interest thereon at the rate of 4 % per annum, from 10/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on **11/12/2015**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of

TS No.: 025648-OR
Loan No.: *****8939

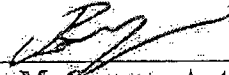
sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

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

Dated: 6/29/2015

By: 
Bernis M. Gonyea, Authorized Signatory of Trustee

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)
) ss.
County of San Diego)

On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 025648-OR
Loan No.: *****8939

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/12/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will proceed and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

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

PROTECTION FROM EVICTION

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

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

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days written notice after the foreclosure sale before you can be required to move.

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

TS No.: 025648-OR
 Loan No.: *****8939

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP.,
 621 SW Morrison Street, Ste 425
 Portland, OR 97205

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

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

Free Legal Assistance: <http://www.oregonlawcenter.org/>
 Portland (503)473-8329
 Coos Bay (800)303-3638
 Ontario (888)250-9877
 Salem (503)485-0696
 Grants Pass (541)476-1058
 Woodburn (800)973-9003
 Hillsboro (877)726-4381

When recorded mail document to:

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

2015-007251

Klamath County, Oregon

07/02/2015 03:29:34 PM

Fee: \$67.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 025648-OR

Loan No.: *****8939

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS AND ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 06/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET OF LOT 39 OF MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R452557 / R-3809-036CD-08100-000

Commonly known as:

**6324 JUNIPER WY
KLAMATH FALLS, OR 97603**

The current beneficiary is:

PNC BANK, NATIONAL ASSOCIATION

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

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

TS No.: 025648-OR
Loan No.: *****8939

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15
<i>Late Charges:</i>			\$230.96
<i>Beneficiary Advances:</i>			\$1,965.70
<i>Foreclosure Fees and Expenses:</i>			\$1,592.50
TOTAL REQUIRED TO REINSTATE:			\$17,539.55

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$286,039.87**

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

The Sale will be held at the hour of **10:00 AM.**, standard time, as established by ORS 187.110, on **11/12/2015**, at the following place:

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

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

<u>Name and Last Known Address</u> ACCOUNTS RECEIVABLE, INC. 4001 MAIN STREET, SUITE 50 VANCOUVER, WA 98663	<u>Nature of Right, Lien or Interest</u> Beneficiary of a Junior Lien
ANTHONY DAVID PHILLIPS 6324 JUNIPER WY KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
CREDIT BUREAU OF KLAMATH CO 839 MAIN STREET KLAMATH FALLS, OR 97601	State Tax Lien Agency
DEPARTMENT STORES NATIONAL BANK C/O SUTTELL & HAMMER, P.S. (FORMERLY KNOWN AS SUTTELL & ASSOCIATES, P.S.) 1450-114TH AVE SE, #240, CONIFER BUILDING BELLEVUE, WA 98004	Beneficiary of a Junior Lien
DISCOVER BANK 502 E MARKET STREET GREENWOOD, DE 19950	Beneficiary of a Junior Lien
DISCOVER BANK C/O BISHOP, WHITE, MARSHALL & WEIBEL, P.S.	Beneficiary of a Junior Lien

TS No.: 025648-OR
 Loan No.: *****8939

720 OLIVE WAY, SUITE 1201
 SEATTLE, WA 98101

ELIZABETH PHILLIPS
 6324 JUNIPER WY
 KLAMATH FALLS, OR 97603

Trustor under said Deed of Trust

LVNV FUNDING LLC
 C/O JOHNSON MARK LLC
 901 N BRUTSCHER STREET, D PMB 401
 NEWBERG, OR 97132

Beneficiary of a Junior Lien

UNITED PIPE & SUPPLY CO., INC.
 90099 PRAIRIE ROAD
 EUGENE, OR 97402

Beneficiary of a Junior Lien

UNITED PIPE & SUPPLY CO., INC.
 C/O ALAN L. MITCHELL
 MITCHELL LAW OFFICE, LLC
 PO BOX 14247
 PORTLAND, OR 97293

Beneficiary of a Junior Lien

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

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

TS No.: 025648-OR
Loan No.: *****8939

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

Dated: 6/29/2015

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


Bernis M. Gonyea, Authorized Signatory of Trustee

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)
) ss.
County of San Diego)

On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



After recording, return to:

Anita Holbrook
3232 Newmark Drive
Miamisburg, Ohio
45342

RECEIVED
JAN 30 2015

DEPARTMENT OF JUSTICE
PORTLAND LEGAL

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	PNC Bank, National Association
Jurisdiction*	United States of America

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Anita Holbrook (printed name) being first duly sworn, depose, and state that:
This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 158 [not to exceed 175];
2. The undersigned further certifies that she/he: *[check only one of the following boxes]*
☐ is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or
☒ is the Vice President, Late Stage Default *[insert title]* of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

Anita Holbrook
(Signature)

State of Ohio)
) ss.

County of Montgomery

Signed and sworn to (or affirmed) before me this 26th day of January, 2015
by Anita Holbrook

Jane M. Grill
Notary Public for OHIO
My commission expires: April 5, 2017



TRUSTEE'S NOTICE OF SALE

TS No.: 025648-OR
Loan No.: *****8939

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APN: R452557 / R-3809-036CD-08100-000

Commonly known as:
6324 JUNIPER WY
KLAMATH FALLS, OR 97603

The current beneficiary is:
PNC BANK, NATIONAL ASSOCIATION

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	Total Required to Reinstate:		\$17,539.55
	TOTAL REQUIRED TO PAYOFF:		\$286,039.87

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TS No.: 025648-OR
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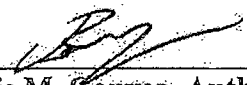
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CLEAR RECON CORP
621 SW Morrison Street, Suite 425
Portland, OR 97205
858-750-7600

Dated: 6/29/2015

By: 
Bernis M. Gonyea, Authorized Signatory of Trustee

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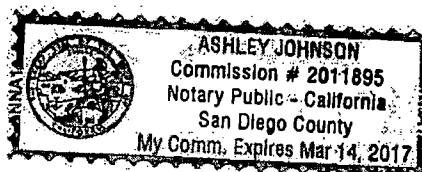
State of California)
) ss.
County of San Diego)

On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 025648-OR
Loan No.: *****8939

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/12/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will proceed and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

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

PROTECTION FROM EVICTION

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

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

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days written notice after the foreclosure sale before you can be required to move.

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

TS No.: 025648-OR
 Loan No.: *****8939

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP.,
 621 SW Morrison Street, Ste 425
 Portland, OR 97205

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

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

Free Legal Assistance: <http://www.oregonlawcenter.org/>
 Portland (503)473-8329
 Coos Bay (800)303-3638
 Ontario (888)250-9877
 Salem (503)485-0696
 Grants Pass (541)476-1058
 Woodburn (800)973-9003
 Hillsboro (877)726-4381

025648-OR

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:

**6324 JUNIPER WY
KLAMATH FALLS, OR 97603**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 6/29/2015 to bring your mortgage loan current was \$17,539.55. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **(858) 750-7600** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

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

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

Date and time: 11/12/2015 at 10:00 AM

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

025648-OR

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

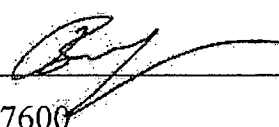
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **PNC Mortgage, a division of PNC Bank, National Association** at **877-489-6262** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 6/29/2015

Trustee name: Clear Recon Corp.

Trustee signature: Bernis M. Gonyea 

Trustee telephone number: 858-750-7600

Trustee Sale No.: 025648-OR

2015-007251**Klamath County, Oregon**

07/02/2015 03:29:34 PM

Fee: \$67.00

When recorded mail document to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 025648-OR

Loan No.: *****8939

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS AND ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 06/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET OF LOT 39 OF MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R452557 / R-3809-036CD-08100-000

Commonly known as:

6324 JUNIPER WY

KLAMATH FALLS, OR 97603

The current beneficiary is:

PNC BANK, NATIONAL ASSOCIATION

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

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

TS No.: 025648-OR
Loan No.: *****8939

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15
<i>Late Charges:</i>			\$230.96
<i>Beneficiary Advances:</i>			\$1,965.70
<i>Foreclosure Fees and Expenses:</i>			\$1,592.50
TOTAL REQUIRED TO REINSTATE:			\$17,539.55

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$286,039.87**

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

The Sale will be held at the hour of 10:00 AM., standard time, as established by ORS 187.110, on 11/12/2015, at the following place:

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

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

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
ACCOUNTS RECEIVABLE, INC. 4001 MAIN STREET, SUITE 50 VANCOUVER, WA 98663	Beneficiary of a Junior Lien
ANTHONY DAVID PHILLIPS 6324 JUNIPER WY KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
CREDIT BUREAU OF KLAMATH CO 839 MAIN STREET KLAMATH FALLS, OR 97601	State Tax Lien Agency
DEPARTMENT STORES NATIONAL BANK C/O SUTTELL & HAMMER, P.S. (FORMERLY KNOWN AS SUTTELL & ASSOCIATES, P.S.) 1450-114TH AVE SE, #240, CONIFER BUILDING BELLEVUE, WA 98004	Beneficiary of a Junior Lien
DISCOVER BANK 502 E MARKET STREET GREENWOOD, DE 19950	Beneficiary of a Junior Lien
DISCOVER BANK C/O BISHOP, WHITE, MARSHALL & WEIBEL, P.S.	Beneficiary of a Junior Lien

TS No.: 025648-OR
 Loan No.: *****8939

720 OLIVE WAY, SUITE 1201
 SEATTLE, WA 98101

ELIZABETH PHILLIPS
 6324 JUNIPER WY
 KLAMATH FALLS, OR 97603

Trustor under said Deed of Trust

LVNV FUNDING LLC
 C/O JOHNSON MARK LLC
 901 N BRUTSCHER STREET, D PMB 401
 NEWBERG, OR 97132

Beneficiary of a Junior Lien

UNITED PIPE & SUPPLY CO., INC.
 90099 PRAIRIE ROAD
 EUGENE, OR 97402

Beneficiary of a Junior Lien

UNITED PIPE & SUPPLY CO., INC.
 C/O ALAN L. MITCHELL
 MITCHELL LAW OFFICE, LLC
 PO BOX 14247
 PORTLAND, OR 97293

Beneficiary of a Junior Lien

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

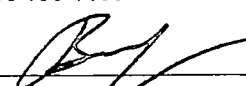
Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective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

TS No.: 025648-OR
Loan No.: *****8939

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

Dated: 6/29/2015

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


Bernis M. Gonyea, Authorized Signatory of Trustee

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.

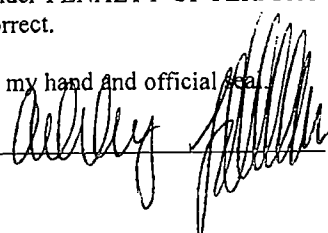
State of California)
) ss.
County of San Diego)

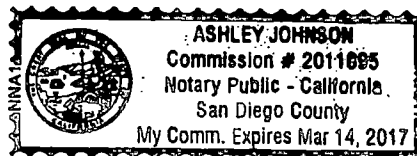
On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

 (Seal)



After recording, return to:

Anita Holbrook
3232 Newmark Drive
Miamisburg, Ohio
45342

RECEIVED
JAN 30 2015

DEPARTMENT OF JUSTICE
PORTLAND LEGAL

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	PNC Bank, National Association
Jurisdiction*	United States of America

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Anita Holbrook (printed name) being first duly sworn, depose, and state that:
This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 158 [not to exceed 175].
2. The undersigned further certifies that she/he: [check only one of the following boxes]
☐ is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or
☒ is the Vice President, Late Stage Default [insert title] of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

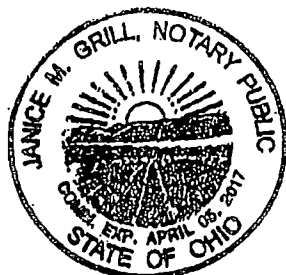
Anita Holbrook
(Signature)

State of Ohio)
) ss.

County of Montgomery

Signed and sworn to (or affirmed) before me this 26th day of January, 2015
by Anita Holbrook

Janice M. Grill
Notary Public for OHIO
My commission expires: April 5, 2017



Recipient List (addresses)

36498

Occupants/Tenants

6324 JUNIPER WY

KLAMATH FALLS, OR 97603

9214890144258202320134

36498

Occupants/Tenants

6324 JUNIPER WY

KLAMATH FALLS, OR 97603

9200190144258202320149

36485

UNITED PIPE & SUPPLY CO., INC.

90099 PRAIRIE ROAD

EUGENE, OR 97402

9214890144258202318315

36485

UNITED PIPE & SUPPLY CO., INC.

90099 PRAIRIE ROAD

EUGENE, OR 97402

9200190144258202318344

36485

UNITED PIPE & SUPPLY CO., INC.

C/O ALAN L. MITCHELL

MITCHELL LAW OFFICE, LLC

PO BOX 14247

PORTLAND, OR 97293

9214890144258202318384

36485

UNITED PIPE & SUPPLY CO., INC.

C/O ALAN L. MITCHELL

MITCHELL LAW OFFICE, LLC

PO BOX 14247
PORTLAND, OR 97293
9200190144258202318412

36485
DEPARTMENT STORES NATIONAL BANK
C/O SUTTELL & HAMMER, P.S. (FORMERLY
KNOWN AS SUTTELL & ASSOCIATES, P.S.)
1450-114TH AVE SE, #240, CONIFER BUILDING
BELLEVUE, WA 98004
9214890144258202318445

36485
DEPARTMENT STORES NATIONAL BANK
C/O SUTTELL & HAMMER, P.S. (FORMERLY
KNOWN AS SUTTELL & ASSOCIATES, P.S.)
1450-114TH AVE SE, #240, CONIFER BUILDING
BELLEVUE, WA 98004
9200190144258202318474

36485
DISCOVER BANK
C/O BISHOP, WHITE, MARSHALL & WEIBEL, P.S.
720 OLIVE WAY, SUITE 1201
SEATTLE, WA 98101
9214890144258202318506

36485
DISCOVER BANK
C/O BISHOP, WHITE, MARSHALL & WEIBEL, P.S.
720 OLIVE WAY, SUITE 1201
SEATTLE, WA 98101
9200190144258202318542

36485
DISCOVER BANK

502 E MARKET STREET
GREENWOOD, DE 19950
9214890144258202318575

36485
DISCOVER BANK
502 E MARKET STREET
GREENWOOD, DE 19950
9200190144258202318597

36485
ACCOUNTS RECEIVABLE, INC.
4001 MAIN STREET, SUITE 50
VANCOUVER, WA 98663
9214890144258202318629

36485
ACCOUNTS RECEIVABLE, INC.
4001 MAIN STREET, SUITE 50
VANCOUVER, WA 98663
9200190144258202318658

36485
LVNV FUNDING LLC
C/O JOHNSON MARK LLC
901 N BRUTSCHER STREET, D PMB 401
NEWBERG, OR 97132
9214890144258202318681

36485
LVNV FUNDING LLC
C/O JOHNSON MARK LLC
901 N BRUTSCHER STREET, D PMB 401
NEWBERG, OR 97132
9200190144258202318719

36485
CREDIT BUREAU OF KLAMATH CO
839 MAIN STREET
KLAMATH FALLS, OR 97601
9214890144258202318759

36485
CREDIT BUREAU OF KLAMATH CO
839 MAIN STREET
KLAMATH FALLS, OR 97601
9200190144258202318788

36485
HEIRS AND DEVISEES OF ANTHONY DAVID PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9214890144258202318810

36485
HEIRS AND DEVISEES OF ANTHONY DAVID PHILLIPS
6324 JUNIPER WY
KLAMATH FALLS, OR 97603
9200190144258202318849

025648-OR / PHILLIPS
STOX# 611824

CLEAR

AFFIDAVIT OF SERVICE

STATE OF OREGON

County of Klamath

ss.

I, Chelsea Chambers, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale, Debt Validation Notice and Notice to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**6324 Juniper Wy
Klamath Falls, OR 97603**

By delivering such copy, personally and in person to **Elizabeth Phillips**, at the above Property Address on July 09, 2015 at 3:50 PM.

Upon **Anthony David Phillips**, by delivering such true copy at the dwelling house or usual place of abode of Anthony David Phillips, to-wit: 6324 Juniper Wy, Klamath Falls, OR 97603, to Elizabeth Phillips, who is a person 14 years of age or older residing in the dwelling house or usual place of abode of the person to be served on July 09, 2015 at 3:50 PM.

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

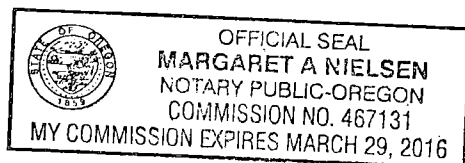
SUBSCRIBED AND SWORN BEFORE ME
this 21st day of July, 2015
by Chelsea Chambers.

Margaret A. Nielsen
Notary Public for Oregon

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



318624



025648-OR / PHILLIPS
STOX# 611824

CLEAR

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Multnomah

ss.

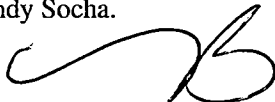
I, Brandy Socha, being first duly sworn, depose and say that I am employed by STOX Posting & Publishing, LLC On July 13, 2015, I mailed a true copy of the Trustee's Notice of Sale, Debt Validation Notice and Notice to Residential Tenants via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to Anthony David Phillips, pursuant to ORCP 7D(2)(b).

The envelope was addressed as follows:

Anthony David Phillips
6324 Juniper Wy
Klamath Falls, OR 97603

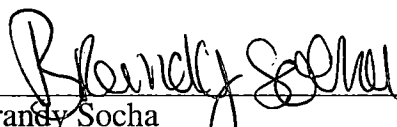
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME
this 13th day of July, 2015
by Brandy Socha.

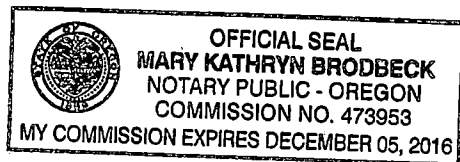


Notary Public for Oregon

X



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



318624

TRUSTEE'S NOTICE OF SALE

TS No.: 025648-OR
Loan No.: *****8939

Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS AND ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary, dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 06/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET OF LOT 39 OF MOYINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R452557 / R-3809-036CD-08100-000

Commonly known as:
**6324 JUNIPER WY
KLAMATH FALLS, OR 97603**

The current beneficiary is:
PNC BANK, NATIONAL ASSOCIATION

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

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15

Late Charges:

Beneficiary Advances: \$230.96

Foreclosure Fees and Expenses: \$1,965.70

Total Required to Reinstate: \$1,592.50
TOTAL REQUIRED TO PAYOFF: \$17,539.55
\$286,039.87

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$271,431.04 together with interest thereon at the rate of 4 % per annum, from 10/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on 11/12/2015, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of

TS No.: 025648-OR
Loan No.: *****8939

sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

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

Dated: 6/29/2015

By: 
Bernis M. Gonyea, Authorized Signatory of Trustee

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.

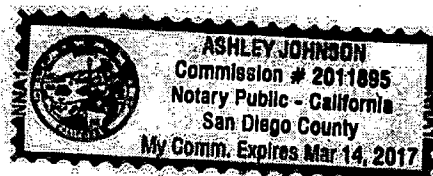
State of California)
) ss.
County of San Diego)

On 6/29/2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M. Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/12/2015 at 10:00 AM ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will proceed and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

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

PROTECTION FROM EVICTION

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

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

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days written notice after the foreclosure sale before you can be required to move.

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

TS No.: 025648-OR
Loan No.: *****8939

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: CLEAR RECON CORP.,
621 SW Morrison Street, Ste 425
Portland, OR 97205

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

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

Free Legal Assistance: <http://www.oregonlawcenter.org/>
Portland (503)473-8329
Coos Bay (800)303-3638
Ontario (888)250-9877
Salem (503)485-0696
Grants Pass (541)476-1058
Woodburn (800)973-9003
Hillsboro (877)726-4381

NOTICE:

**YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT
TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property at:

**6324 JUNIPER WY
KLAMATH FALLS, OR 97603**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 6/29/2015 to bring your mortgage loan current was \$17,539.55. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call (858) 750-7600 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

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

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

Date and time: 11/12/2015 at 10:00 AM

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

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **PNC Mortgage, a division of PNC Bank, National Association** at **877-489-6262** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 6/29/2015

Trustee name: Clear Recon Corp.

Trustee signature: Bernis M. Gonyea 

Trustee telephone number: 858-750-7600

Trustee Sale No.: 025648-OR

OREGONIAN MEDIA GROUP

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

Affidavit of Publication

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

7/29/2015, 8/5/2015, 8/12/2015, 8/19/2015

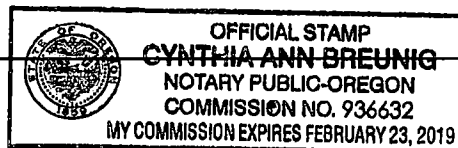
Gerald Brickel

Principal Clerk of the Publisher

Subscribed and sworn to before me this date: 20th day of August, 2015.

Cynthia Ann Breunig

Notary Public for Oregon



My commission expires 23rd day of February, 2019.

Ad Order Number: 0003713840

TRUSTEE'S NOTICE OF SALE

TS No: 025648-OR, Loan No.: *****839 Reference is made to that certain trust deed (the "Deed of Trust") executed by ANTHONY DAVID PHILLIPS and ELIZABETH PHILLIPS TENANTS BY THE ENTIRETY, as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK, as Beneficiary dated 10/26/2007, recorded 10/31/2007, as Instrument No. 2007-018695, and later modified by a Loan Modification Agreement recorded on 08/04/2014, as Instrument 2014-005927, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: THE SOUTHWESTERLY 30 FEET OF LOT 38 AND THE NORTHEASTERLY 70 FEET OF LOT 39 OF MCIVINA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON, APN: R452657 / R-3809-036CD-08100-000 Commonly known as: 6324 JUNIPER WY KLAMATH FALLS, OR 97603 The current beneficiary is: PNC BANK, NATIONAL ASSOCIATION. Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

Delinquent Payments:		Total:	
Dates:	No.	Amount	
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 08/01/15	5	\$1,739.63	\$8,698.16
Late Charges:			\$230.96
Beneficiary Advances:			\$1,965.70
Foreclosure Fees and Expenses:			\$1,592.50
			\$17,539.55
			\$286,039.87

Total Required to Reinstale:
TOTAL REQUIRED TO PAYOFF:

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$271,431.04, together with interest thereon at the rate of 4 % per annum, from 10/1/2014 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust. Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 621 SW Morrison Street, Suite 425, Portland, OR 97205, will on 11/12/2015, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorney's fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamine, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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

Dated: 8/29/2015

July 29, August 5, 12, 19, 2015

CR-2718-40/1

611824/025648-OR

TS: 025648-OR

Property Address: 6324 JUNIPER WY, KLAMATH FALLS, OR 97603

AFFIDAVIT OF COMPLIANCE WITH O.R.S. § 86.748(1)

The undersigned hereby declares that the statements herein are true to the best of my knowledge and belief, subject to penalty for perjury:

1. My name is Jason D. Holstein. I am an adult and of sound mind.
2. I am an Authorized Signer of PNC Bank, National Association ("PNC"), whose address is 3232 Newmark Drive, Miamisburg, Ohio 45342. My declaration concerns the loan account of ANTHONY DAVID PHILLIPS and ELIZABETH PHILLIPS ("Obligor(s)"), as it relates to a loan secured by a deed of trust recorded as Instrument No. 2007-018695, with the recorder of deeds for Klamath County, Oregon. PNC BANK, NATIONAL ASSOCIATION is the beneficiary of that deed of trust.
3. I am the authorized agent or representative of PNC with respect to Obligor's account, and in that capacity, I am authorized to make this declaration on its behalf. My testimony is based on my experience, my knowledge of the usual business practices of PNC and its mortgage servicing activities, my job responsibilities, and personal knowledge based on my review of the relevant servicing records for Obligor's account.
4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor's account, including electronic and computer generated records and data compilations. The records attached to this declaration are exact duplicates of the original records kept in the servicing file for Obligor's account.
5. Based on the regular practices of PNC, these records (i) were made at or near the time of each act, event, or condition set forth in the records, (ii) were made by, or from

information transmitted by, a person engaged in the servicing of Obligor's account who had actual knowledge of the acts, events, or conditions recorded; and (iii) are kept in the regular course of servicing loan agreements.

6. It is the regular practice of PNC to keep accurate records of any borrower communications and any efforts to evaluate a borrower for foreclosure avoidance measures. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.

7. Based on the servicing records for Obligor's account:

[CHECK ALL THAT APPLY]

☒ PNC made no determination as to Obligor's eligibility for foreclosure avoidance measures.

☐ On _____ (date(s)) PNC determined, as of that date(s), that Obligor was ineligible for any foreclosure avoidance measures.

On _____ (date(s)) PNC mailed a Foreclosure Avoidance Measure Notice to Obligor. The basis of PNC's determination that Obligor was ineligible is described in the document(s). A true and correct copy of said Notice(s) is attached to this Declaration. On _____ (date(s)) PNC mailed a copy of the same Foreclosure Avoidance Measure Notice(s) to the Oregon Department of Justice at _____.

☐ On _____, PNC entered into a foreclosure avoidance agreement with Obligor. On _____, PNC determined that Obligor breached one or more

terms of this Agreement. On _____, PNC mailed a Foreclosure Avoidance Measure Notice to Obligor. The basis of PNC's determination that Obligor breached the agreement is described in this document. A true and correct copy of said Notice is attached to this Declaration. PNC mailed a copy of the same Foreclosure Avoidance Measure Notice(s) to the Oregon Department of Justice at _____.

DATED: July 30, 2015

Jason D Kest
(Signature)

(Print Name)

Authorized Signor
PNC Bank, National Association

Sworn to before me and subscribed in my presence this 30th day of July, 2015.

My commission expires,
April 5th 2017.

SEAL

Janice M Grill
Notary Public

