AFFIDAVIT OF MAILING

State: OR

T.S. NO.: 025648-OR



2015-009800

Klamath County, Oregon 09/03/2015 09:35:06 AM

	Fee: \$302.0
STATE OF CALIFORNIA	
SS COUNTY OF SAN DIEGO	
I, Shawn Schulz , certify as f	ollows:
I am and at all time herein mentioned a citizen of the United States, over the age years and a resident of San Diego, California:	of eighteen
That on <u>07/15/2015</u> , I deposited in the United States Mail copies of <u>Oregon Notice of Default and Sale Homeowner</u> , in separate, sealed envelopes Electronic RR, postage prepaid, addressed respectively as follows:	
SEE ATTACHED – Oregon Notice of Default and Sale Homeowner	4
I certify under penalty of perjury under the laws of the State of California that the true and correct.	foregoing is
Executed on 9/16/20/5 in San Diego, California.	7
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	s of /////
satisfactory evidence to be the person(s) who appeared before me.	
(Seal) ASHLEY JOHNSON Commission # 2011895 Notary Public - California San Diego County My Comm. Expires Mar 14, 2017 Signature: Residing at: SAN DIEGO	

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>	Amount Total:
11/01/14 thru 01/01/15	3 \$1,68	4.08 \$5,052.24
02/01/15 thru 06/01/15	5 \$1,73	9.63 \$8,698.15
Late Charges:		\$230.96
Beneficiary Advances:		\$1,965.70
Foreclosure Fees and Expenses:	4	\$1,592.50
	Total Required to R	einstate: \$17,539.55
TOTAL	L REQUIRED TO P.	AYOFF: \$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

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

Bernis M. Gonyen, 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	r)
4. 41) ss.
County of San Diego	k.)

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 may hand and official as

Signature

Seal)

ASHLEY JOHNSON

Commission # 2011895

Notary Public - California

San Diego County

My Comm, Expires Mar 14, 2017

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.

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.cfin

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: <u>11/12/2015</u> at <u>10:00 AM</u>

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 <u>PNC Mortgage</u>, a division of <u>PNC Bank</u>, <u>National Association</u> at <u>877-489-6262</u> 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: <u>858-750-7606</u>

Trustee Sale No.: <u>025648-OR</u>

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 "<u>Deed of Trust</u>") 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:

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 1	O 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:

Name and Last Known Address
ACCOUNTS RECEIVABLE, INC.
4001 MAIN STREET, SUITE 50
VANCOUVER, WA 98663

KLAMATH FALLS, OR 97603

ANTHONY DAVID PHILLIPS

Trustor under said Deed of Trust
6324 JUNIPER WY

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

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

DISCOVER BANK 502 E MARKET STREET GREENWOOD, DE 19950

DISCOVER BANK C/O BISHOP, WHITE, MARSHALL & WEIBEL, P.S.

State Tax Lien Agency

Nature of Right, Lien or Interest

Beneficiary of a Junior Lien

Beneficiary of a Junior Lien

Beneficiary of a Junior Lien

> 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 NEWBÈRG, 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.

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. Sonyea, 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

Signature

ASHLEY JOHNSON
Commission 2011695
Notary Public - California
San Diego County
My Comm. Expires Mar 14, 2017

After recording, return to:

Anita Holbrook 3232 Newmark Drive Mlamlsburg, Ohio 45342



DEPARTMENT OF JUSTICE PORTLAND LEGAL

OREGON FORECLOSURE AVOIDANCE PROGRAM RENEFICIARY EXEMPTION A FEIDAVIT

		OWIN EXEMPTION APPENDANT
	Lender/Beneficiary:	PNC Bank, National Association
i	Jurisdiction*	United States of America
*If Lender/Benefi	ciary is not a natural person, p	rovide the state or other jurisdiction in which the Lender/Beneficiary is organized.
l, Anita Holbro	ook	(printed name) being first duly sworn, depose, and state that:
This affidavit is Laws 2013, ch	s submitted for a claim of apter 304, §2(1)(b).	exemption to the Office of the Attorney General of Oregon under Oregon
to com sale u	imence the following nur	entity commenced or caused an affiliate or agent of the individual or entity of actions to foreclose a residential trust deed by advertisement and uit under ORS 88.010 during the calendar year preceding the date of this to exceed 175];
[] i. [_√] i. exemp	s the individual claiming e s the <u>Vice President, Lat</u>	
	7 7	anita failural
State of Onlo)) ss.	(Signature)
County of Mor	ntgomery)	nith T
by Auita	orn to (or affirmed) before Tholbrook	e me this 26 day of January , 2015
~, <u></u>	7,10,7	January Wrell
ن د	GRILL, NOTES	Notary Public for OHIO
	18 111111111111111111111111111111111111	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

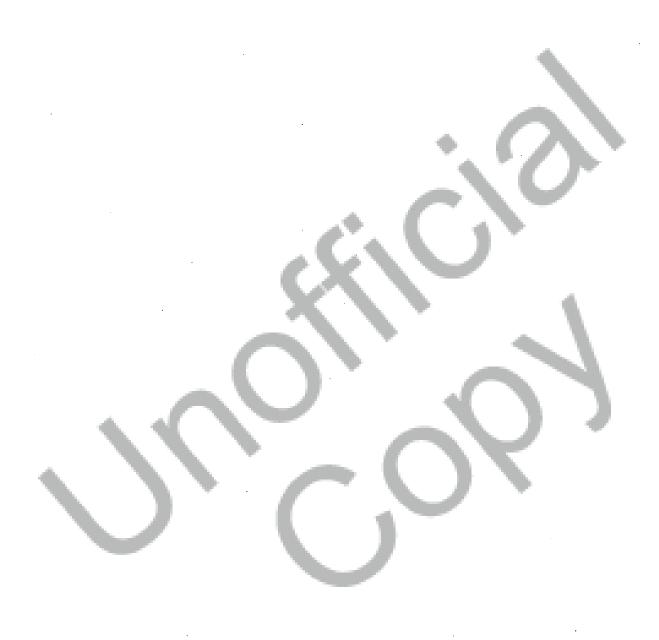
36484 ELIZABETH PHILLIPS 6324 JUNIPER WAY KLAMATH FALLS, OR 97603 9200190144258202318634

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





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 years and a resident of San Diego, Califor	citizen of the United States, over the age of eighteen nia:
	osited in the United States Mail copies of the attached a separate, sealed envelopes, First Class, Electronic RR, is follows:
SEE ATTACHED – Oregon Notice of Defa	ult and Sale
I certify under penalty of perjury under t true and correct.	he laws of the State of California that the foregoing is
Executed on 7/16/25	in San Diego, California. ant (Shawn Schulz)
PURSUANT TO CAL. CIVIL CODE § 1189	
A notary public or other officer completing this certificate only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	the the
SUBSCRIBED AND SWORN to (or affirmed 20 15 , by SHAWN S	d) before me this 1/4 day of 1/4 day of CHULZ, proved to me on the basis of
satisfactory evidence to be the person(s) who	
(Seal) ASHLEY JOHNSO Commission # 2011 Notary Public - Califo San Diego County My Comm. Expires Mar 1	Residing at: SANDIEGO

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

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:

Dates: No. Amount Total: 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	Delinquent Payments:		
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	<u>Dates;</u>	<u>No.</u> <u>Amount</u>	Total:
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Total Required to Reinstate: \$17,539.55			\$1,965.70
	Foreclosure Fees and Expenses:		\$1,592.50
TOTAL REQUIRED TO PAYOFF: \$286,039.87			\$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

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

State of California

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.

) SS.			-
County of San Diego				
On 6/29/2015 before me,	ASHLEY JOHNS	SON Notary I	ublic, personally a	ppeared <u>Bernis M</u>
Gonvea who proved to me	on the basis of satisfactory	evidence to be the per	son(s) whose name(s) is/are subscribed
to the within instrument's	nd acknowledged to me th	at he/she/they execute	d the same in his/l	ner/their authorized
canacity(ies), and that by	his/her/their signature(s) o	n the instrument the p	person(s), or the ent	tity upon behalf o

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

WITNESS ma hand and official.

ignature /////////

which the person(s) acted, executed the instrument.

ASHLEY JOHNSON
Commission # 2011895
Notary Public - California
San Diego County
My Comm. Expires Mar 14, 2017

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.

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:

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

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:

Name and Last Known Address
ACCOUNTS RECEIVABLE, INC.
4001 MAIN STREET, SUITE 50
VANCOUVER, WA 98663

Nature of Right, Lien or Interest 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

> 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.

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. Sonyea, 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 Calif	ornia)
) 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,

Signature

Sunna la

ASHLEY JOHNSON
Commission # 2011865
Notary Public - California
San Diego County
My Comm. Expires Mar 14, 2017

After recording, return to:

Anita Holbrook 3232 Newmark Drive Mlamlsburg, Ohio 45342



DEPARTMENT OF JUSTICE PORTLAND LEGAL

OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION A FEIDAVIT

		OTATO LALIME HOW APPENDAVIT	
	Lender/Beneficiary:	PNC Bank, National Association	
	Jurisdiction*	United States of America	
*If Lender/Benefi	ciary is not a natural person, p	rovide the state or other jurisdiction in which the Lender/Beneficiary is organized.	
l, Anita Holbro	ook	(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, ch	apter 304, §2(1)(b).	and an arrange of the filterine of celeral of cregon under cregon	
1. The al	pove named individual or	entity commenced or caused an affiliate or agent of the individual or entity	
10 0011	imence the following Uni	Tiper of actions to foreclose a residential trust deed by advertisement and	
affidav	it: 158 /not	uit under ORS 88.010 during the calendar year preceding the date of this to exceed 175];	
2. The ur	dersigned further certifie	s that she/he: [check only one of the following boxes]	
[] 18	s the individual claiming e	exemption from requirements established under Or Laws 2013, ob 204, or	
is the <u>Vice President. Late Stage Default</u> [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.			
	7 7	anita falliarl	
State of Ohio		(Signature)	
otato or <u>Onlo</u>) ss.		
County of Mon	taomery)		
Signed and swo	orn to (or affirmed) before	me this 26 day of January , 2015	
by <u>Anita</u>	Holbrook	2075	
		(January Yrell	
_	COULL NOT	Notary Bublic for OHIO	
\\\ \sqrt{2}	11/1/2	My commission expires: April 5, 2017	
(4)	B SOE		
13		•	

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:

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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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	Delinquent Payments: Dates:	No.	. <u>Amount</u>	.Total:
	11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
ı	02/01/15 thru 06/01/15	5	\$1,739.63	\$8,698.15
	Late Charges:	7		\$230.96
	Beneficiary Advances:	46.		\$1,965.70
	Foreclosure Fees and Expenses:			\$1,592.50
			ired to Reinstate:	\$17,539.55
	TOTAL	REQUIRE	ED TO PAYOFF:	\$286,039.87

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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.

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

Dated: 6/29/2015

Bernis M. Gonyea, Authorized Signatory of Trustee

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State of California)
- T. W) 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 PERIURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official;

Signature

My C

ASHLEY JOHNSON
Commission # 2011895
Notary Public California
San Diego County
Ay Comm. Expires Mar 14, 2017

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SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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 <u>PNC Mortgage</u>, a division of <u>PNC Bank</u>, <u>National Association</u> at <u>877-489-6262</u> 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.: <u>025648-OR</u>

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

When recorded mail document to:

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:

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 T	O 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:

Name and Last Known Address
ACCOUNTS RECEIVABLE, INC.
4001 MAIN STREET, SUITE 50
VANCOUVER, WA 98663

Nature of Right, Lien or Interest 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

> 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.

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. Sonyea, 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)
) s

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

Signature

ASHLEY JOHNSON Commission # 2011695

Notary Public - California San Diego County My Comm. Expires Mar 14, 2017

After recording, return to:

Anita Holbrook 3232 Newmark Drive Miamisburg, Ohio 45342



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, <u>Anita Holbro</u>	ook	(printed name) being first duly sworn, depose, and state that:	
This affidavit is Laws 2013, ch	s submitted for a claim of apter 304, §2(1)(b).	exemption to the Office of the Attorney General of Oregon under Oregon	
sale ur	intence the following hun	entity commenced or caused an affiliate or agent of the individual or entity nber of actions to foreclose a residential trust deed by advertisement and uit under ORS 88.010 during the calendar year preceding the date of this 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.			
	10.	anita factural	
State of Ohlo	State of Ohlo)		
County of Mon) ss. tgomery)		
Signed and swo	orn to (or affirmed) before	me this 26 day of January , 2015	
by <u>Anita</u>	Holbrook	A Min	
	ALL ALONS	Notary Public for OH10	
	GRILL NO RAZ	My commission expires: April 5 2017	
JAMCE			

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

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 periury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME this day of

> OFFICIAL SEAL MARGARET A NIELSEN NOTARY PUBLIC-OREGON COMMISSION NO. 467131

MY COMMISSION EXPIRES MARCH 29, 2016

by Chelsea Chambers

otary Public for Oregon

Chelsea Chambers

Nationwide Process Service, Inc.

300 Century Tower 1201 SW 12th Avenue Portland, OR 97205

(503) 241-0636

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 day of 20 5

OFFICIAL SEAL
MARY KATHRYN BRODBECK
NOTARY PUBLIC - OREGON
COMMISSION NO. 473953

MY COMMISSION EXPIRES DECEMBER 05, 2016

by Brandy Socha.

Notary Public for Oregon

Brandy Socha

Nationwide Process Service, Inc.

300 Century Tower 1201 SW 12th Avenue

Portland, OR 97205

(503) 241-0636

24.000/×

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, ORE GON.

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>	No.	Amount	Total:
11/01/14 thru 01/01/15	3	\$1,684.08	\$5,052.24
02/01/15 thru 06/01/15	5	\$1,7 39.63	\$8,698.15
Late Charges: Beneficiary Advances:		U 1	\$230.96 \$1,965.70
Foreclosure Fees and Expenses:	Total Req	uired to Reinstate:	\$1,592.50 \$17,539.55
	TOTAL REQUIR	ED 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

Bernis M. Gonyca, 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	
4. 4) 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 PERIURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official a

Signature

ASHLEY JOHNSON
Commission # 2011895
Notary Public - California
San Diego County
Comm. Expires Mar 14, 2011

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

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

<u>97601</u>

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 <u>PNC Mortgage</u>, a division of <u>PNC Bank</u>, <u>National Association</u> at <u>877-489-6262</u> 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.: <u>025648-OR</u>

OREGONIAN MEDIA GROUP

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

Affidavit of Publication

I, <u>Gerald Brickel</u> , 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:
Han I Baichal
Alerald Brickel
Principal Clerk of the Publisher
Subscribed and sworn to before me this date: 20th day of August ,2015 .
Lyst am Bry CYNTHA ANN BREUNIG
Notary Public for Oregon NOTARY PUBLIC-OREGON COMMISSION NO. 936632 MY COMMISSION EXPIRES FEBRUARY 23, 2019
My commission expires 23rd day of February 2019
Ad Order Number: 0003713840

TRUSTEE'S NOTICE OF SALE

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, included the property of the default.	Beneficiary Advances: Foreclosure Fees and Expenses:	02/01/15 thru 06/01/15 Late Charges:	Damquent Payments: Dates: 11/01/14 thru 01/01/1
beneficiary has d	s: d Expenses:	-6	.G
eclared all obligat		•	anad a
Total Re TOTAL REC ions secured by the		51	3
Total Required to Reinstate: TOTAL REQUIRED TO PAYOFF: cured by the Deed of Trust immediate	(\$1,739.63	Amount \$1,684.08
\$17,539.55 \$286,039.87 ly due and payable, includ	\$1,965.70 \$1,592.50	\$8,698.15 \$230.96	Total: \$5,052.24

the principal sum of \$271,431.04 together with the test thereon at the rate of 4 % per amount, from 10/1/2014 until paid, plus all accrued late charges, and all trustee's fees, functions osts, 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 Nortison Street. Suite 425, Portland, OR 97/205, will on 41/1/2/2015, at the hour of 1000 AM, standard time as eatablished by OR3 487 100, ON THE MAN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAN ST, KLAMATH FALLS, OR power to convey at the time it executed the Deed of Trust, together with the purson of 100 AM, standard time as eatablished by OR3 487 100, ON THE MAN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAN ST, KLAMATH FALLS, OR power to convey at the time it executed the Deed of Trust, together with the parattor of his successors in interest acquired a reasonable charge by the furstee. Notice is further given that any person named in OR3 86.778 has the right to have the foreclosuire proceeding dismissed and the Deed of Trust, together with any person named in OR3 86.778 has the right to have the foreclosuire 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 permaner equired under the Deed of Trust and the protein the first of the control of the foreclosuire of the charge to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methampite tamines, the chemical components of which are shown 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 measculine gender includes the femiline and the reuser that the singular inclu

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

Dated: 6/29/2015

July 29, August 5, 12, 19,2015

C7-3713840V01

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.
- 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]

$\chi_{\mathcal{Y}}$	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		
, I	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. Or		
	(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		

•	i « • »		
term	ns of this Agreement. On		, PNC mailed a Foreclosure Avoidance
Mea	asure Notice to Obligor.	The basis of PNC's det	termination that Obligor breached the
agre	ement is described in this	document. A true and con	rrect copy of said Notice is attached to
this	Declaration. PNC mailed	a copy of the same Forech	losure Avoidance Measure Notice(s) to
	Oregon Department of Just		
DA'	TED: July Spature)	th.	(Print Name)
	horized Signor C Bank, National Association	on	
20 <u>/</u> My SEA	commission expires, April 5 ^{HC} 20/7 AL August Mill	RILL, NOTARI	day of July,
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