

**2015-012101**

**Klamath County, Oregon**

**11/04/2015 03:40:57 PM**

**Fee: \$222.00**

**RECORDING COVER SHEET  
FOR NOTICE OF SALE PROOF**

**OF COMPLIANCE, PER ORS 205.234**

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

**AFTER RECORDING RETURN  
CLEAR RECON CORP.**

**4375 Jutland Drive Suite 200, San Diego,  
California 92117**

*This Space For County Recording Use Only*

150128444

**TRANSACTION INCLUDES:**

**AFFIDAVIT OF MAILING NOTICE OF SALE**

**AFFIDAVIT OF PUBLICATION NOTICE OF SALE**

**PROOF OF SERVICE**

***Original Grantor on Trust Deed***

**KATHERINE J WEBSTER**

***Beneficiary***

**Wells Fargo Bank, N.A.**

**TS Number: 026538-OR**



## AFFIDAVIT OF MAILING

T.S. NO.: 026538-OR

State: OR

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Shawn Schulz, certify as follows:

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

That on 07/21/2015, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale Homeowner, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

**SEE ATTACHED – Oregon Notice of Default and Sale Homeowner**

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

Executed on 7/22/2015 in San Diego, California.

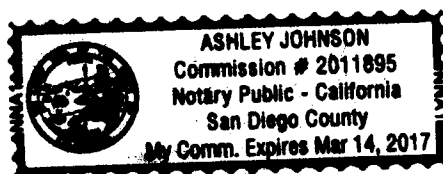
Shawn Schulz  
Affiant (Shawn Schulz)

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 22<sup>nd</sup> day of July, 2015, by SHAWN SCHULZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: Ashley Johnson

Residing at: SAN DIEGO

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

CRCAFFOM 02062015

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**TRUSTEE'S NOTICE OF SALE**

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TS No.: 026538-OR  
Loan No.: \*\*\*\*\*8791

Reference is made to that certain trust deed (the "Deed of Trust") executed by KATHERINE J WEBSTER, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of WELLS FARGO BANK, N.A., as Beneficiary, dated 1/27/2011, recorded 2/10/2011, as Instrument No. 2011-001582, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 2 OF HENLEY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**APN: R602583 / R-3910-031B0-01300-000**

Commonly known as:  
**7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603**

The current beneficiary is:  
**Wells Fargo Bank, N.A.**

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 due to the failure of the borrower to maintain the property as their principle residence.

***TOTAL REQUIRED TO PAYOFF:                   \$283,875.45***

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 \$280,899.35 together with interest thereon at the rate of 5.15 % per annum, from 11/10/2014 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 **11/24/2015**, 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.

TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

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.

Dated: 7/8/2015

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

  
**Bernis M Gonyea, Authorized Signatory of Trustee**

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

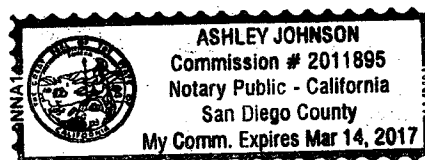
State of California       )  
                                       ) ss.  
 County of San Diego     )

On JUL 08 2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/24/2015 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.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

### 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

026538-OR

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

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

**7555 KRESS DRIVE  
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 7/8/2015 to payoff your mortgage loan was **\$283,875.45**. The amount you must now pay to payoff your loan 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: 11/24/2015 at 10:00 AM

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

026538-OR

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **WELLS FARGO HOME MORTGAGE** at **888-508-8811** 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: **7/8/2015**

Trustee name: Clear Recon Corp.

Trustee signature: Bernis M Gonyea



Trustee telephone number: 858-750-7600

Trustee Sale No.: 026538-OR



**2015-007606****Klamath County, Oregon****07/13/2015 02:44:52 PM****Fee: \$52.00****When recorded mail document to:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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**NOTICE OF DEFAULT AND ELECTION TO SELL**


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TS No.: 026538-OR

Loan No.: \*\*\*\*\*8791

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by KATHERINE J WEBSTER, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of WELLS FARGO BANK, N.A., as Beneficiary, dated 1/27/2011, recorded 2/10/2011, as Instrument No. 2011-001582, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 2 OF HENLEY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**APN: R602583 / R-3910-031B0-01300-000**

**Commonly known as:**

**7555 KRESS DRIVE**

**KLAMATH FALLS, OR 97603**

**The current beneficiary is:**

**Wells Fargo Bank, N.A.**

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 due to the failure of the borrower to maintain the property as their principle residence..

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: **\$283,875.45**

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

CRC NOD 04172014

TS No.: 026538-OR  
Loan No.: \*\*\*\*\*8791

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 11/24/2015, at the following place:

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

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

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
KATHERINE J WEBSTER 607 CALLE FLORENCIA MORGAN HILL, CA 95037-3144	Trustor under said Deed of Trust
KATHERINE J. WEBSTER 7555-KRESS DRIVE KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
KLAMATH IRRIGATION DISTRICT 6640 KID LANE KLAMATH FALLS, OR 97603	Beneficiary of a Junior Lien
SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET, S.W. WASHINGTON, DC 20410	Beneficiary of a Junior Lien
WELLS FARGO BANK, N.A. 1003 E. BRIER DRIVE, X0501-04G SAN BERNARDINO, CA 924082862	Beneficiary of a Junior Lien

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

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

TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

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: 7/8/2015

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

  
 Bernis M Gonyea, Authorized Signatory of Trustee

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

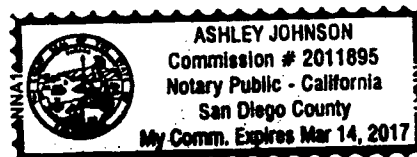
State of California )  
 ) ss.  
 County of San Diego )

On JUL 08 2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



## Recipient List (addresses)

37755

KATHERINE J. WEBSTER  
7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603  
9214890144258202414673

37755

KATHERINE J. WEBSTER  
7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603  
9200190144258202414688

37755

KATHERINE J WEBSTER  
607 CALLE FLORENCIA  
MORGAN HILL, CA 95037-3144  
9214890144258202414697

37755

KATHERINE J WEBSTER  
607 CALLE FLORENCIA  
MORGAN HILL, CA 95037-3144  
9200190144258202414701

37755

Occupants/Tenants  
7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603  
9214890144258202414710

37755

Occupants/Tenants  
7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603  
9200190144258202414725

37755  
KATHERINE WEBSTER  
607 CALLE FLORENCIA  
MORGAN HILL, CA 95037-3144  
9214890144258202414734

37755  
KATHERINE WEBSTER  
607 CALLE FLORENCIA  
MORGAN HILL, CA 95037-3144  
9200190144258202414749

37755  
KATHERINE WEBSTER  
7555 KRESS DR  
KLAMATH FALLS, OR 97603  
9214890144258202414758

37755  
KATHERINE WEBSTER  
7555 KRESS DR  
KLAMATH FALLS, OR 97603  
9200190144258202414763

37755  
KATHERINE WEBSTER  
7555 KRESS DR  
KLAMATH FALLS, OR 97603-9718  
9214890144258202414789

37755  
KATHERINE WEBSTER  
7555 KRESS DR  
KLAMATH FALLS, OR 97603-9718

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9200190144258202414794

37755

KATHERINE WEBSTER  
607 CALLE FLORENCIA  
MORGAN HILL, CA 95037  
9214890144258202414819

37755

KATHERINE WEBSTER  
607 CALLE FLORENCIA  
MORGAN HILL, CA 95037  
9200190144258202414824



## AFFIDAVIT OF MAILING

T.S. NO.: 026538-OR

State: OR

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Shawn Schulz, certify as follows:

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

That on 07/21/2015, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

**SEE ATTACHED – Oregon Notice of Default and Sale**

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

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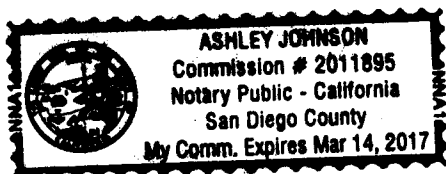
[Signature]  
Affiant (Shawn Schulz)

PURSUANT TO CAL. CIVIL CODE § 1189:

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

SUBSCRIBED AND SWORN to (or affirmed) before me this 22<sup>nd</sup> day of July, 2015, by SHAWN SCHULZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: [Signature]  
Residing at: SAN DIEGO

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

CRCAFFOM 02062015

---

## TRUSTEE'S NOTICE OF SALE

---

TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

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**APN: R602583 / R-3910-031B0-01300-000**

Commonly known as:  
**7555 KRESS DRIVE  
 KLAMATH FALLS, OR 97603**

The current beneficiary is:  
**Wells Fargo Bank, N.A.**

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**TOTAL REQUIRED TO PAYOFF:                    \$283,875.45**

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 \$280,899.35 together with interest thereon at the rate of 5.15 % per annum, from 11/10/2014 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 **11/24/2015**, 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.




TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

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.

Dated: 7/8/2015

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

  
**Bernis M. Gonyea, Authorized Signatory of Trustee**

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

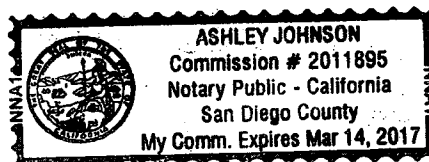
State of California       )  
                                       ) ss.  
 County of San Diego     )

On JUL 08 2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/24/2015 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.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

### 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

**2015-007606****Klamath County, Oregon****07/13/2015 02:44:52 PM****Fee: \$52.00****When recorded mail document to:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL**

TS No.: 026538-OR

Loan No.: \*\*\*\*\*8791

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by KATHERINE J WEBSTER, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of WELLS FARGO BANK, N.A., as Beneficiary, dated 1/27/2011, recorded 2/10/2011, as Instrument No. 2011-001582, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 2 OF HENLEY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**APN: R602583 / R-3910-031B0-01300-000**

**Commonly known as:**

**7555 KRESS DRIVE**

**KLAMATH FALLS, OR 97603**

**The current beneficiary is:**

**Wells Fargo Bank, N.A.**

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 due to the failure of the borrower to maintain the property as their principle residence..

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: **\$283,875.45**

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

TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

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 11/24/2015, at the following place:

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

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

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
KATHERINE J WEBSTER 607 CALLE FLORENCIA MORGAN HILL, CA 95037-3144	Trustor under said Deed of Trust
KATHERINE J. WEBSTER 7555 KRESS DRIVE KLAMATH FALLS, OR 97603	Trustor under said Deed of Trust
KLAMATH IRRIGATION DISTRICT 6640 KID LANE KLAMATH FALLS, OR 97603	Beneficiary of a Junior Lien
SECRETARY OF HOUSING AND URBAN DEVELOPMENT 451 SEVENTH STREET, S.W. WASHINGTON, DC 20410	Beneficiary of a Junior Lien
WELLS FARGO BANK, N.A. 1003 E. BRIER DRIVE, X0501-04G SAN BERNARDINO, CA 924082862	Beneficiary of a Junior Lien

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


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

TS No.: 026538-OR  
 Loan No.: \*\*\*\*\*8791

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: 7/8/2015

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

  
 Bernis M Gonyea, Authorized Signatory of Trustee

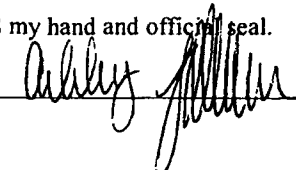
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

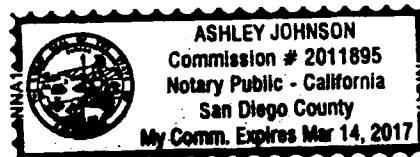
State of California )  
 ) ss.  
 County of San Diego )

On JUL 08 2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



## Recipient List (addresses)

37756

WELLS FARGO BANK, N.A.  
1003 E. BRIER DRIVE, X0501-04G  
SAN BERNARDINO, CA 92408-2862  
9214890144258202414772

37756

WELLS FARGO BANK, N.A.  
1003 E. BRIER DRIVE, X0501-04G  
SAN BERNARDINO, CA 92408-2862  
9200190144258202414800

37756

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 SEVENTH STREET, S.W.  
WASHINGTON, DC 20410  
9214890144258202414833

37756

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 SEVENTH STREET, S.W.  
WASHINGTON, DC 20410  
9200190144258202414848

37756

KLAMATH IRRIGATION DISTRICT  
6640 KID LANE  
KLAMATH FALLS, OR 97603  
9214890144258202414857

37756

KLAMATH IRRIGATION DISTRICT  
6640 KID LANE  
KLAMATH FALLS, OR 97603  
9200190144258202414862

37756

KATHERINE J. WEBSTER, TRUSTEE OF THE KATHERINE J. WEBSTER TRUST,  
DATED SEPTEMBER 10, 2010  
7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603  
9214890144258202414871

37756

KATHERINE J. WEBSTER, TRUSTEE OF THE KATHERINE J. WEBSTER TRUST,  
DATED SEPTEMBER 10, 2010  
7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603  
9200190144258202414886



# OREGONIAN MEDIA GROUP

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

## Affidavit of Publication

I, Christine D. Cassel, 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:

9/25/2015, 10/2/2015, 10/9/2015, 10/16/2015

Christine D. Cassel

Principal Clerk of the Publisher

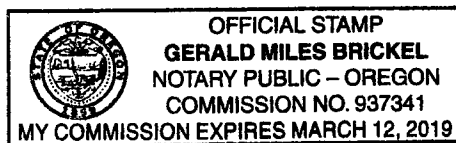
Subscribed and sworn to before me this date: 19th day of October, 20 15.

Gerald Brickel

Notary Public for Oregon

My commission expires 12th day of March, 20 19.

Ad Order Number: 0003731443



**TRUSTEE'S NOTICE OF SALE**

TS No.: 026538-OR Loan No.: \*\*\*\*\*8791 Reference is made to that certain trust deed (the "Deed of Trust") executed by KATHERINE J WEBSTER, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of WELLS FARGO BANK, N.A., as Beneficiary, dated 1/27/2011, recorded 2/10/2011, as Instrument No. 2011-001582, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: LOT 9 IN BLOCK 2 OF HENLEY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. APN: R602583 / R-3910-03180-01300-000 Commonly known as: 7555 KRESS DRIVE KLAMATH FALLS, OR 97603 The current beneficiary is: Wells Fargo Bank, N.A. 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 due to the failure of the borrower to maintain the property as their principle residence. TOTAL REQUIRED TO PAYOFF: \$283,875.45 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 \$280,899.35 together with interest thereon at the rate of 5.15 % per annum, from 11/10/2014 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 11/24/2015, 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: 7/8/2015

Sept. 25, Oct. 2, 9 & 16, 2015 C7-3731443V01

**AFFIDAVIT OF POSTING**

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 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**":

**7555 Kress Dr.  
Klamath Falls, OR 97603**

As follows:

On 07/14/2015 at 4:48 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).

On 07/20/2015 at 4:20 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

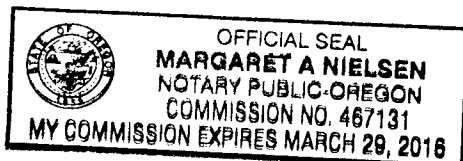
On 07/23/2015 at 4:43 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 4th day of August, 2015  
by Chelsea Chambers.

Margaret A. Nielsen  
Notary Public for Oregon

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



\*318889\*

026538-OR / WEBSTER  
STOX# 611839

CLEAR

## AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath

ss.

I, Chelsea Chambers, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On July 27, 2015, I mailed a copy of the Trustee's Notice of Sale and Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT**  
**7555 Kress Dr.**  
**Klamath Falls, OR 97603**

This mailing completes service upon an occupant at the above address with an effective date of **07/14/2015** as calculated pursuant to ORS 86.774 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 4th day of August, 2015  
by Chelsea Chambers.

Margaret A. Nielsen  
Notary Public for Oregon

X Chelsea Chambers

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



\*318889\*

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## TRUSTEE'S NOTICE OF SALE

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TS No.: 026538-OR  
Loan No.: \*\*\*\*\*8791

Reference is made to that certain trust deed (the "Deed of Trust") executed by KATHERINE J WEBSTER, as Grantor, to FIDELITY NATIONAL TITLE INS CO, as Trustee, in favor of WELLS FARGO BANK, N.A., as Beneficiary, dated 1/27/2011, recorded 2/10/2011, as Instrument No. 2011-001582, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 2 OF HENLEY ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.**

**APN: R602583 / R-3910-031B0-01300-000**

Commonly known as:  
**7555 KRESS DRIVE  
KLAMATH FALLS, OR 97603**

The current beneficiary is:  
**Wells Fargo Bank, N.A.**

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 due to the failure of the borrower to maintain the property as their principle residence.

***TOTAL REQUIRED TO PAYOFF:                      \$283,875.45***

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 \$280,899.35 together with interest thereon at the rate of 5.15 % per annum, from 11/10/2014 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 **11/24/2015**, 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.

TS No.: 026538-OR  
Loan No.: \*\*\*\*\*8791

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.

Dated: 7/8/2015

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

  
\_\_\_\_\_  
**Bernis M Gonyea, Authorized Signatory of Trustee**

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

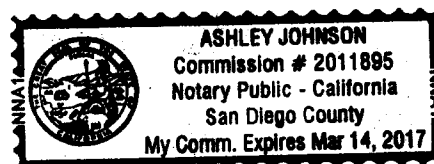
State of California           )  
  ) ss.  
County of San Diego        )

On JUL 08 2015 before me, ASHLEY JOHNSON, Notary Public, personally appeared Bernis M Gonyea who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)



## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **11/24/2015 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.: 026538-OR  
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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:**

**7555 KRESS DRIVE  
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 7/8/2015 to payoff your mortgage loan was \$283,875.45. The amount you must now pay to payoff your loan 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: 11/24/2015 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 **WELLS FARGO HOME MORTGAGE** at **888-508-8811** 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: 7/8/2015

Trustee name: Clear Recon Corp.

Trustee signature: Bernis M Gonyea



Trustee telephone number: 858-750-7600

Trustee Sale No.: 026538-OR

**Clear Recon Corp.**  
**621 SW Morrison Street, Suite 425**  
**Portland, OR 97205**  
**Phone: (858) 750-7600**

Date: July 8, 2015

T.S. Number: 026538-OR  
Loan Number: \*\*\*\*\*8791

### **DEBT VALIDATION NOTICE**

1. Please be advised this company represents **Wells Fargo Bank, N.A.** the creditor to whom the debt on the above-referenced home loan (hereinafter referred to as "the Debt") is owed. **Pursuant to the Federal Fair Debt Collection Practices Act, you are notified that:**
2. As of **7/8/2015** the amount owed on the debt is **\$283,875.45**. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Before forwarding payment, please contact us at the above address or phone number to obtain the current amount due. Please note that if you are not a borrower on the Debt, this notice is not intended and does not constitute an attempt to collect a debt against you personally. For further information, please write or call our office.
3. Unless you, within thirty (30) days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us and by the creditor.
4. If within thirty (30) days after receipt of the notice: (i) You notify this office (hereinafter "we" or "us") in writing that you dispute this debt, or any portion of it, then we will obtain and mail to you verification of this debt or a copy of any judgment against you; (ii) You request in writing that we obtain the name and address of the original creditor, if different from the current creditor, then we will obtain and mail it to you; (iii) You notify us in writing that you dispute this debt, or any portion of the debt, then we will cease collection of the debt, until we obtain verification of the debt, or a copy of any judgment, and mail it to you; (iv) You request in writing the name and address of the original creditor, if different from the current creditor, then we will cease collection of the debt, until we obtain the name and address of the original creditor and mail it to you.

**NOTICE: THIS MAY BE CONSIDERED AS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A CONSUMER DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY**

**IF YOU HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, WE DO NOT SEEK A MONEY JUDGMENT AGAINST YOU, BUT WE SEEK ONLY RECOVERY FROM THE COLLATERAL WHICH IS SECURITY FOR THE DEBT.**