

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON, County of Klamath) ss.

I, Drew A. Humphrey, being first duly sworn, depose, say and certify that:

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

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

South Star Oil Co. (Grantor)
Attn: Robert George
Its Authorized Representative
1730 E. McAndrews Road, Suite B
Medford, OR 97504

South Star Oil Company
Attn: Robert George
Its Authorized Representative
922 Hampton Way
Medford, OR 97501

South Star Oil #2
Attn: Robert George
Its Authorized Representative
1730 E McAndrews Road, Suite B
Medford, OR 97504

Occupant(s)
865 S Spring Street
Klamath Falls, OR 97601

South Star Oil Co. (Grantor)
Attn: Robert George
Its Authorized Representative
4194 Aerial Heights Drive
Medford, OR 97504

South Star Oil #2
Attn: Robert George
Its Authorized Representative
5419 South 6th Street
Klamath Falls, OR 97603

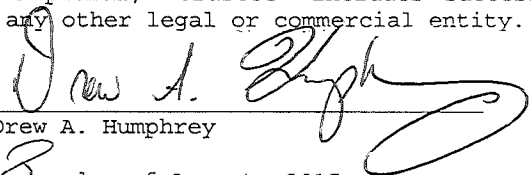
South Star Oil #2
Attn: Robert George
Its Authorized Representative
4191 Cherry Lane
Medford, OR 97504

Occupant(s)
953 S Spring Street
Klamath Falls, OR 97601

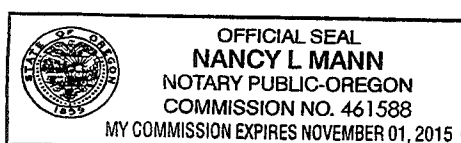
Said persons include (a) the grantor in the trust deed; (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) and any person, including the Department of Revenue or an other state agency, having a lien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


Each of the notices so mailed was certified to be a true copy of the original notice of sale by the trustee Michael P. Rudd. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on August 28, 2015. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt, with postage thereon in the amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in said notice of sale was recorded.

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


Drew A. Humphrey

SUBSCRIBED AND SWORN to before me this 28 day of August, 2015.




Nancy L. Mann
Notary Public for Oregon
My Commission expires: 11-1-15

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

South Star Oil Co., an Oregon general partnership, Grantor; Andrew C. Brandsness, Trustee; and O.C. Webb-Bowen & Marie R. Webb-Bowen, husband and wife,, Beneficiary, recorded in Official/Microfilm Records, Volume M06, Page 03965, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 865 and 953 South Spring Street, Klamath Falls, Oregon ("Property"):

PARCEL 1: Lots 17, 18 and 19, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Lots 20, 21 and 22, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon,

THIS IS A FORECLOSURE OF THE REAL PROPERTY ONLY AND DOES NOT INCLUDE IMPROVEMENTS AND PERSONAL PROPERTY.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums: Failed to make monthly payments; failed to pay 2011-2012 through 2014-2015 Klamath County real property taxes.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

\$501,363.13 principal, plus interest thereon at the rate of 8% per annum from December 31, 1990; 2011-2012 through 2014-2015 Klamath County real property taxes in the total amount of \$23,681.90 plus interest, if any, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on January 12, 2016, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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 86.783 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.783.

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

Dated: August 26, 2015.

TRUSTEE



Michael P. Rudd, Successor Trustee
411 Pine Street
Klamath Falls, OR 97601

STATE OF OREGON)
) ss.
County of Klamath)

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

Michael P. Rudd, Successor Trustee

(Continued)

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 12, 2016. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. 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 30 or 60 days. 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 30 days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within 30 days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to: Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon 97601.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

TRUSTEE'S AFFIDAVIT AS TO NON-OCCUPANCY

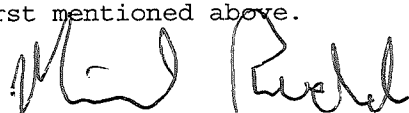
STATE OF OREGON)
) ss.
County of Klamath)

I, Michael P. Rudd, being first duly sworn, depose, say and certify that:

I am the successor trustee in that certain trust deed executed and delivered by South Star Oil Co., an Oregon general partnership as grantor to Andrew C. Brandsness as trustee in which O.C. Webb-Bowen & Marie R. Webb-Bowen, husband and wife, is beneficiary, recorded on March 3, 2006 in the mortgage records of Klamath, Oregon, in book/volume No. M06 at page 03965.

Following posting of a true copy of the Notice of Default and Election to Sell and of Sale to the main entrance of that portion of the real property described in the afore-mentioned trust deed commonly known as 953 South Spring Street, Klamath Falls, Oregon pursuant to ORS 86.774(b), the real property was determined to be unoccupied. The proof of service is attached hereto.

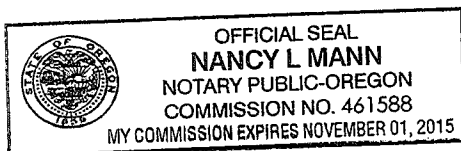
The word "trustee" as used in this affidavit means any successor trustee to the trustee named in the trust deed first mentioned above.

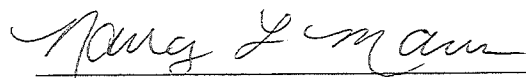


Michael P. Rudd
Successor Trustee

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 11 day of September, 2015, Michael P. Rudd and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for Oregon
My Commission expires: 11-1-15

**PROOF OF SERVICE
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon
COUNTY OF: Klamath

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

FOR THE WITHIN NAMED: Occupants of **953 S Spring St. Klamath Falls, OR 97601**

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

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

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

1st Attempt:	September 2, 2015	3:59 PM	POSTED
2nd Attempt:	September 4, 2015	4:03 PM	POSTED
3rd Attempt:	September 9, 2015	4:22 PM	POSTED

☒ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on August 31, 2015 and after personal inspection, I found the above described real property to be unoccupied.

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

Signed _____

953 S Spring St. Klamath Falls, OR 97601

ADDRESS OF SERVICE

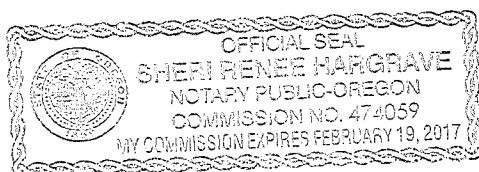
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

September 2, 2015 3:59 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: Chelsa Chambers

Subscribed and sworn to before on this 10 day of September, 2015.



Sheri Hargrave
Notary Public for Oregon

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

TRUSTEE'S AFFIDAVIT OF SERVICE ON OCCUPANTS

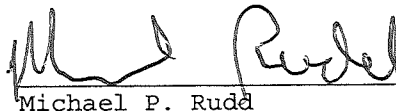
STATE OF OREGON)
) ss.
County of Klamath)

I, Michael P. Rudd, being first duly sworn, depose, say and certify that:

I am the successor trustee of that certain trust deed executed and delivered by South Star Oil Co., an Oregon general partnership as grantor to Andrew C. Brandsness as trustee in which O.C. Webb-Bowen & Marie R. Webb-Bowen, husband and wife, is beneficiary, recorded on March 3, 2006 in the mortgage records of Klamath County, Oregon, in book/volume No. M06 at page 03965, covering the real property described therein.

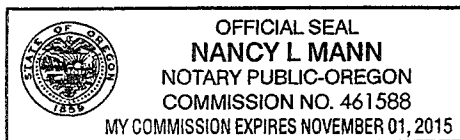
I hereby certify that on September 2, 2015 the occupant(s) at 865 South Spring Street, Klamath Falls, Oregon were served with a true copy of the attached Notice of Default and Election to Sell and of Sale. The proof of service is attached hereto.


The word "trustee" as used in this affidavit means any successor trustee to the trustee named in the trust deed first mentioned above.



Michael P. Rudd

SUBSCRIBED AND SWORN to before me this 11 day of September, 2015.





Notary Public for Oregon
My Commission expires: 11-1-15

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

South Star Oil Co., an Oregon general partnership, Grantor; Andrew C. Brandsness, Trustee; and O.C. Webb-Bowen & Marie R. Webb-Bowen, husband and wife,, Beneficiary, recorded in Official/Microfilm Records, Volume M06, Page 03965, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 865 and 953 South Spring Street, Klamath Falls, Oregon ("Property"):

PARCEL 1: Lots 17, 18 and 19, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Lots 20, 21 and 22, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon,

THIS IS A FORECLOSURE OF THE REAL PROPERTY ONLY AND DOES NOT INCLUDE IMPROVEMENTS AND PERSONAL PROPERTY.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums: Failed to make monthly payments; failed to pay 2011-2012 through 2014-2015 Klamath County real property taxes.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

\$501,363.13 principal, plus interest thereon at the rate of 8% per annum from December 31, 1990; 2011-2012 through 2014-2015 Klamath County real property taxes in the total amount of \$23,681.90 plus interest, if any, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on January 12, 2016, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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 86.783 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.783.

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

Dated: August 26, 2015.

TRUSTEE



Michael P. Rudd, Successor Trustee
411 Pine Street
Klamath Falls, OR 97601

STATE OF OREGON)
) ss.
County of Klamath)

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

Michael P. Rudd, Successor Trustee

(Continued)

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 12, 2016. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. 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 30 or 60 days. 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

**PROOF OF SERVICE
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon
COUNTY OF: Klamath

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

FOR THE WITHIN NAMED: Occupants of **865 South Spring St. Klamath Falls, OR 97601**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to Sarabeth Brown at the address below.

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

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

1st Attempt:

2nd Attempt:

3rd Attempt:

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

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

Signed _____

865 South Spring St. Klamath Falls, OR 97601
ADDRESS OF SERVICE

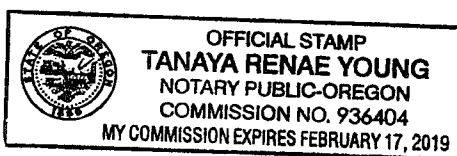
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

September 2, 2015 3:47 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By *Chester Chambers*

Subscribed and sworn to before on this 3 day of September, 2015.



Tanaya Renae Young
Notary Public for Oregon

RETURN TO:

Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF OREGON)
) ss.
County of Klamath)

THIS IS TO CERTIFY That I am the attorney for the Beneficiary/Beneficiary's successor in interest in that certain Trust Deed in which South Star Oil Co., an Oregon general partnership, as Grantor, conveyed to Andrew C. Brandsness as Trustee, certain real property in Klamath County, Oregon; which said Trust Deed was dated February 16, 2006, and recorded in the mortgage records of said county, in book/volume M06 at page 03965; thereafter a Notice of Default with respect to said Trust Deed was recorded , in Volume , Page of said mortgage records.

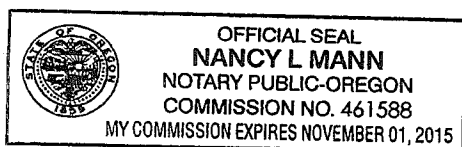
To the best of my knowledge and belief the Grantor of the above Trust Deed is not in the military service, or was not so within 367 days before the recording of the Notice of Default, or a dependent of a service member in military service based on the following facts made known to me by the Beneficiary or based on inquiry made by this office: (1) Grantor's address is not part of a military installation; (2) the Beneficiary has not been provided with any information that indicated that Grantor is a member of any branch of military service, whether active or reserve; (3) notice was personally served on Grantor at an address that is not part of a military installation and (4) Grantor is not an individual.


In construing this certificate the masculine includes the feminine, the singular includes the plural, the word "Grantor" includes any successor in interest to the grantor, the word "Trustee" includes any successor trustee, and the word "Beneficiary" includes any successor in interest to the beneficiary named in said Trust Deed.



Michael P. Rudd

SUBSCRIBED AND SWORN to before me this 26 day of August, 2015.




Notary Public for Oregon
My Commission expires: 11-1-15

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

I, Pat Bergstrom, Legal Specialist, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#16670 SALE

SOUTH STAR OIL

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

Insertion(s) in the following issues:

10/25/2015 11/01/2015 11/08/2015 11/15/2015

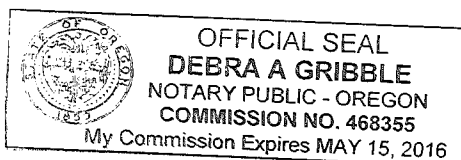
Total Cost: \$1071.42

Pat Bergstrom

Subscribed and sworn by Pat Bergstrom before me on:
16th day of November in the year of 2015

Debra A Gribble

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



**NOTICE OF DEFAULT AND ELECTION TO SELL
AND OF SALE WE ARE ATTEMPTING TO COLLECT A
DEBT ANY INFORMATION OBTAINED WILL BE USED
FOR THAT PURPOSE**

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

South Star Oil Co., an Oregon general partnership, Grantor; Andrew C. Brandsness, Trustee; and O.C. Webb-Bowen & Marie R. Webb-Bowen, husband and wife, Beneficiary, recorded in Official/Microfilm Records, Volume M06, Page 03965, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 865 and 953 South Spring Street, Klamath Falls, Oregon ("Property"):

PARCEL 1: Lots 17, 18 and 19, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Lots 20, 21 and 22, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

THIS IS A FORECLOSURE OF THE REAL PROPERTY ONLY AND DOES NOT INCLUDE IMPROVEMENTS AND PERSONAL PROPERTY.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums: Failed to make monthly payments; failed to pay 2011-2012 through 2014-2015 Klamath County real property taxes.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

\$501,363.13 principal, plus interest thereon at the rate of 8% per annum from December 31, 1990; 2011-2012 through 2014-2015 Klamath County real property taxes in the total amount of \$23,681.90 plus interest, if any, plus trustee's fees, attorney's fees, foreclosure cost and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on January 12, 2016, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the 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 86.783 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.783.

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

Dated: August 26, 2015

TRUSTEE

Michael P. Rudd, Successor Trustee
411 Pine Street, Klamath Falls, OR 97601
#16670 October 25, November 01, 08, 15, 2015.