

**RECORDING COVER SHEET****Pursuant to ORS 205.234**

After recording return to:  
Miller Nash Graham & Dunn LLP  
c/o Tony Kullen  
111 S.W. Fifth Avenue, #3400  
Portland, Oregon 97204-3699

**2016-000785****Klamath County, Oregon****01/26/2016 11:36:34 AM****Fee: \$142.00**

|                             |  |
|-----------------------------|--|
| Document(s) Being Recorded: | 1. Affidavit of Mailing Trustee's Notice of Sale and Notice Pursuant to ORS 86.756 & Or Laws 2009 (SB 628) (with original Trustee's Notice of Sale and Notice Pursuant to ORS 86.756 & Or Laws 2009 (SB 628) attached) |
|                             | 2. Affidavit of Posting  |
|                             | 3. Affidavit of Mailing  |
|                             | 4. Affidavit of Publication  |
|                             | 5. Affidavit of Compliance (Oregon Laws 2013, Chapter 304, Section 9)  |

Information for Deed of Trust: Recorded December 4, 1996, in Volume M96 at Page 37888

Grantor: Carol Anne Kellogg, 2135 Garden Avenue, Klamath Falls, Oregon 97601

Beneficiary: Umpqua Bank, as successor in interest by merger to Sterling Savings Bank, which is the successor by merger to Klamath First Federal Savings and Loan Association, 111 N. Wall Street, Spokane, Oregon 99201

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

STATE OF OREGON )  
 ) SS  
COUNTY OF MULTNOMAH )

At all times hereinafter mentioned, I was and now am a competent person over the age of eighteen years and not the beneficiary or its successor in interest named in the attached original trustee's notice of sale given under the terms of that certain line of credit trust deed described in the trustee's notice of sale (the "Trust Deed").

All Occupants  
2135 Garden Avenue  
Klamath Falls, OR 97601

The Estate of Carol Anne Kellogg  
2135 Garden Avenue  
Klamath Falls, OR 97601

The Estate of Carol Ann Kellogg  
c/o Ron Chiniquy  
4301 15<sup>th</sup> Street Lane  
Greeley, CO 80634

Ron Chiniquy  
4301 15<sup>th</sup> Street Lane  
Greeley, CO 80634

City of Klamath Falls  
City Attorney  
500 Klamath Avenue  
Klamath Fall, OR 97601

Oregon Department of Revenue  
Property Tax Division, Deferral Unit  
P.O. Box 14380  
Salem, OR 97309-5075

Carter Jones Collection Service, Inc.  
1143 Pine Street  
Klamath Falls, OR 97601

Carter Jones Collection Service, Inc.  
c/o Kent Pederson—Registered Agent  
1143 Pine Street  
Klamath Falls, OR 97601

Matthew T. Parks  
Parks & Parks, Attorneys at Law  
832 Klamath Avenue  
Klamath Falls, OR 97601

State of Oregon  
Attorney General's Office  
1162 Court Street, N.E.  
Salem, OR 97301

Klamath County Tax Assessor  
305 Main Street, # 119  
Klamath Falls, OR 97601

I further certify that on October 20, 2015, I gave notice pursuant to ORS 86.756 and Or. Laws 2009, Chapter 864 (SB 628), to the Grantor and All Occupants by mailing true copies of the attached original notice and the attached trustee's notice of sale by both first-class and certified mail with return receipt requested, postage prepaid to the respective addresses referenced above. This notice was sent more than 25 days prior to the sale.

These 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) any person, including the Department of Revenue or any 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 set forth in ORS 86.806.

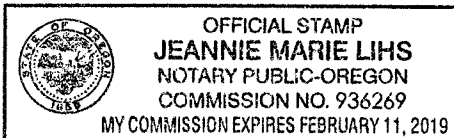
Each notice so mailed was certified to be a true copy of the original trustee's notice of sale. Each true copy of said trustee's notice of sale was mailed in a sealed envelope with postage thereon fully prepaid and deposited in the United States Post Office at Portland, Oregon. Each true copy of said trustee's notice of sale was mailed after the notice of default and election to sell was recorded.

As used herein, the singular includes the plural and the word "person" includes a corporation and any other legal entity.



Tony Kullen

SUBSCRIBED AND SWORN to before me this 26 day of October, 2015, by Tony Kullen.



Notary Public for Oregon

**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 2135 Garden Avenue, Klamath Falls, Oregon 97601.

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 good to September 25, 2015, to bring your mortgage loan current was \$16,310.78<sup>1</sup>. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 1-855-876-1867 ext. 4421 and ask for an Oregon collections counselor 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: Tony Kullen, Miller Nash Graham & Dunn LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204-3699.

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

Date and time: February 24, 2016, at 1:00 p.m.

Place: Just outside the main entrance of the Klamath County Courthouse,  
316 Main Street, Klamath Falls, Oregon

**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.

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<sup>1</sup> Plus attorney fees and costs incurred by Umpqua Bank, as successor in interest by merger to Sterling Savings Bank, in connection with this matter.


3. You can call Loan Servicing Department at 1-866-397-5370 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **800-SAFENET (800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **(503) 684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: **<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: October 20, 2015

Trustee name: Tony Kullen

Trustee signature: 

Trustee telephone number: (503) 224-5858

## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain deed of trust (the "Trust Deed") dated **December 3, 1996**, executed and delivered by **Carol Anne Kellogg** (the "Grantor"), to **William L. Sisemore**, located at 540 Main Street, Klamath Falls, Oregon 97601, as trustee, to secure payment and performance of certain obligations of the Grantor to Klamath First Federal Savings and Loan Association ("Klamath"), including repayment of a promissory note dated **December 3, 1996**, in the principal amount of \$43,700 (the "Note"). Umpqua Bank, located at 111 N. Wall Street, Spokane, Washington 99201, as successor in interest by merger to Sterling Savings Bank, which is the successor by merger to Klamath, is the beneficiary under the Trust Deed (the "Beneficiary"). The Trust Deed was recorded on **December 4, 1996**, in Volume M96 at Page 37888 in the official real property records of Klamath County, Oregon. The Successor Trustee under the Trust Deed is Tony Kullen, located at 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon.

The legal description of the real property covered by the Trust Deed is as follows:

Lot 407 in Block 110 of MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7).

The default for which the foreclosure is made is the Grantor's failure to pay when due the following sums: monthly payments in full owed under the Note beginning June 1, 2013, and each month thereafter; late charges in the amount of \$344.82 as of September 25, 2015, plus additional late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees as set forth in the Note and Trust Deed.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$32,138.44 as of September 25, 2015, (b) accrued interest of \$6,360.94 as of September 25, 2015, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$344.82 as of September 25, 2015, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that Beneficiary has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by the Beneficiary in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

By reason of said default, the Beneficiary and Successor Trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.815 and to sell the real property identified above to satisfy the obligation that is secured by the Trust Deed.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or Successor Trustee's agent will, on **February 24, 2016, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell for cash at public auction to the highest bidder the interest in said real property, which the Grantor has or had power to convey at the time of the execution by the Grantor of the Trust Deed, together with any interest that the Grantor or the successors in interest to the Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale.

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 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 sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee and attorney fees not exceeding the amounts provided by ORS 86.778.

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

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### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **February 24, 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 goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### **PROTECTION FROM EVICTION**

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

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

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

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

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

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

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

#### **RENT**

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

#### **SECURITY DEPOSIT**

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



## **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE**

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

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

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

**IF 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.

Oregon State Bar – Lawyer Referral Service  
16037 Upper Boones Ferry Road  
Tigard, Oregon 97224  
503-684-3763 or toll-free in Oregon at 800-452-7636  
<http://www.osbar.org/public/ris/ris.html#referral>

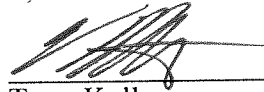
Legal Aid: <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>

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**In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.**

For further information, please contact Tony Kullen at his mailing address of Miller Nash Graham & Dunn LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone him at (503) 224-5858.

DATED this 20 day of October, 2015.



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Tony Kullen  
Successor Trustee

File No. 214700-0142

**FAIR DEBT COLLECTION PRACTICES ACT NOTICE**  
**15 U.S.C. § 1692**

The following notice is provided in accordance with the federal Fair Debt Collection Practices Act:

1. You are hereby notified that Tony Kullen, as successor trustee, is attempting to collect a debt owed under the terms of a promissory note (the "Note") dated December 3, 1996, in favor of Umpqua Bank, as successor in interest by merger to Sterling Savings Bank, which is the successor by merger to Klamath First Federal Savings and Loan Association ("Klamath"), by nonjudicial foreclosure of a deed of trust dated December 3, 1996, and recorded on December 4, 1996, in Volume M96 at Page 37888 in the official records of Klamath County, Oregon (the "Trust Deed"). The Trust Deed was executed by Carol Anne Kellogg, as grantor, to William L. Sisemore, as trustee, in favor of Klamath. Umpqua Bank is the beneficiary. The Trust Deed secures the obligation owed to Umpqua under the Note.
2. The total amount of the above-described debt is as follows: (a) the principal amount of \$32,138.44 as of September 25, 2015, (b) accrued interest of \$6,360.94 as of September 25, 2015, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$344.82 as of September 25, 2015, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that Beneficiary has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by the Beneficiary in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report (see attached Trustee's Notice of Sale). The exact amount owed on this debt as of a certain date may be obtained by calling Mr. Kullen at (503) 224-5858 or writing Mr. Kullen at the address set forth in paragraph 7 below.

3. The name of the creditor to whom the debt is owed is Umpqua Bank.
4. The debt will be assumed to be valid by Tony Kullen unless you within 30 days after receipt of this notice dispute the validity of the debt or any portion thereof.
5. If you notify Tony Kullen in writing within 30 days after receipt of this notice that the debt or any portion thereof is disputed, Mr. Kullen will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by Mr. Kullen.
6. If Umpqua Bank is not the original creditor, and if you make a written request to Mr. Kullen within 30 days after receipt of this notice, the name and address of the original creditor if different from the original creditor will be provided to you by Mr. Kullen.
7. Written requests should be addressed to:

Tony Kullen  
Miller Nash Graham & Dunn LLP  
111 S.W. Fifth Avenue, Suite 3400  
Portland, Oregon 97204
8. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.
9. This communication is from a debt collector.
10. If you received a discharge in a chapter 7 bankruptcy case and did not reaffirm this debt, please be advised that neither this notice nor the trustee's notice of sale should be construed as an attempt to collect a debt against you personally. By providing this notice and the trustee's notice of sale, Umpqua Bank is exercising its rights and remedies against its collateral in accordance with applicable law.

## **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 Notice: You are in Danger of Losing Your Property; Trustee's Notice of Sale; Fair Debt Collection Practices Act Notice 15 USC 1692 upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**2135 Garden Ave  
Klamath Falls, OR 97601**

As follows:

On 10/21/2015 at 2:06 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 10/23/2015 at 3:48 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).

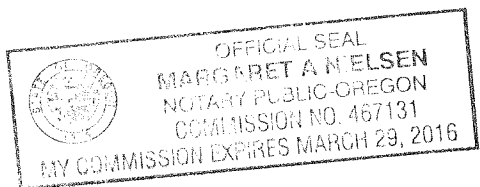
On 10/29/2015 at 4:00 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

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

Margaret A. Nielsen  
Notary Public for Oregon

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



\*321126\*

## 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 November 02, 2015, I mailed a copy of the Notice: You are in Danger of Losing Your Property; Trustee's Notice of Sale; Fair Debt Collection Practices Act Notice 15 USC 1692, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT**  
**2135 Garden Ave**  
**Klamath Falls, OR 97601**

This mailing completes service upon an occupant at the above address with an effective date of **10/21/2015** as calculated pursuant to ORS 86.774 (1)(c).

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

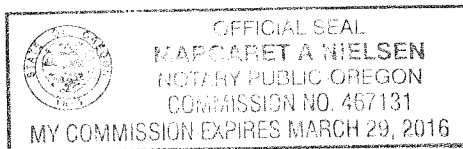
SUBSCRIBED AND SWORN BEFORE ME  
this 4<sup>th</sup> day of November, 2015  
by Chelsea Chambers.

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



\*321126\*



**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#16676 SALE KELLOGG TRUSTEE'S NOTICE OF SALE 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:  
11/22/2015 11/29/2015 12/06/2015 12/13/2015

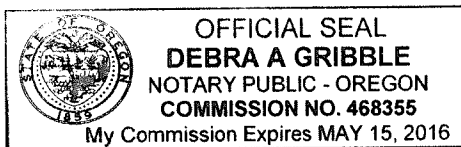
Total Cost: \$1386.68

*Pat Bergstrom*

Subscribed and sworn by Pat Bergstrom before me on:  
14th day of December in the year of 2015

*Debra A Gribble*

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



**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain deed of trust (the "Trust Deed") dated **December 3, 1996**, executed and delivered by **Carol Anne Kellogg** (the "Grantor"), to **William L. Sise-more**, located at 540 Main Street, Klamath Falls, Oregon 97601, as trustee, to secure payment and performance of certain obligations of the Grantor to Klamath First Federal Savings and Loan Association ("Klamath"), including repayment of a promissory note dated **December 3, 1996**, in the principal amount of \$43,700 (the "Note"). Umpqua Bank, located at 111 N. Wall Street, Spokane, Washington 99201, as successor in interest by merger to Sterling Savings Bank, which is the successor by merger to Klamath, is the beneficiary under the Trust Deed (the "Beneficiary"). The Trust Deed was recorded on **December 4, 1996**, in Volume M96 at Page 37888 in the official real property records of Klamath County, Oregon. The Successor Trustee under the Trust Deed is Tony Kullen, located at 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon.

The legal description of the real property covered by the Trust Deed is as follows:

Lot 407 in Block 110 of MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7).

The default for which the foreclosure is made is the Grantor's failure to pay when due the following sums: monthly payments in full owed under the Note beginning June 1, 2013, and each month thereafter; late charges in the amount of \$344.82 as of September 25, 2015, plus additional late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees as set forth in the Note and Trust Deed.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$32,138.44 as of September 25, 2015, (b) accrued interest of \$6,360.94 as of September 25, 2015, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$344.82 as of September 25, 2015, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that Beneficiary has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by the Beneficiary in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

By reason of said default, the Beneficiary and Successor Trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.815 and to sell the real property identified above to satisfy the obligation that is secured by the Trust Deed.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee or Successor Trustee's agent will, on **February 24, 2016, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell for cash at public auction to the highest bidder the interest in said real property, which the Grantor has or had power to convey at the time of the execution by the Grantor of the Trust Deed, together with any interest that the Grantor or the successors in interest to the Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale.

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 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 sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee and attorney fees not exceeding the amounts provided by ORS 86.778.

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

**In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.**

For further information, please contact Tony Kullen at his mailing address of Miller Nash Graham & Dunn LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone him at (503) 224-5858.

DATED this 20th day of October, 2015.

/s/ Tony Kullen,  
Successor Trustee  
File No. 214700-0142

#16676 November 22, 29, December 06, 13, 2015.



**AFFIDAVIT OF COMPLIANCE**  
**Oregon Laws 2013, Chapter 304, Section 9**

I, Bettina Honold, being first duly sworn, depose, say, and certify that:

At all relevant times, I was and now am a person over the age of 18 and competent to testify in a court of law and, having personal knowledge of the matters set forth below, I represent and warrant, under the penalty of perjury, that the following is true and correct:

- UMPQUA BANK, as successor in interest by merger to Sterling Savings Bank, as successor in interest by merger to Klamath First Federal Savings and Loan Association, as beneficiary of the deed of trust executed by Carol Anne Kellogg ("Grantor(s)"), securing the promissory note dated December 3, 1996, in the original amount of \$43,700.00, did not make a determination with respect to a foreclosure avoidance measure, because the beneficiary did not receive a request for a meeting or a complete application for a foreclosure avoidance measure by the required deadline.

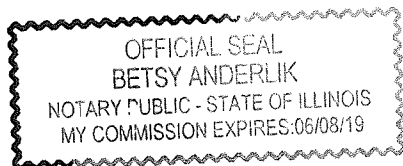
DATED this 22<sup>nd</sup> day of January, 2016.

UMPQUA BANK, as successor in interest by merger to Sterling Savings Bank, as successor in interest by merger to Klamath First Federal Savings and Loan Association

Bettina Honold  
By: Bettina Honold  
Title: Assistant Secretary

State of Illinois  
County of Lake

Signed and sworn to (or affirmed) before me on January 22, 2016, by Bettina Honold (name(s) of authorized affiant(s)) of UMPQUA BANK, as successor in interest by merger to Sterling Savings Bank, as successor in interest by merger to Klamath First Federal Savings and Loan Association.



Betsy Anderlik  
(Stamp) (signature of notary)  
Notary  
(title or rank)  
My commission expires: 6-8-19