

2016-001887**Klamath County, Oregon****02/23/2016 03:02:55 PM****Fee: \$102.00**

AmeriTitle
NTC 52151 AM

Wayne A. Johnson and Lee A. Johnson, Grantors
12118 Sun Forest Drive, La Pine, OR 97739

After recording return to:

John W. Weil
One Lincoln Center, Suite 430
10300 SW Greenburg Road
Portland, OR 97223

**AFFIDAVIT OF SERVICE AND MAILING OF TRUSTEE'S NOTICE OF SALE; "DANGER NOTICE";
AND FORECLOSURE AVOIDANCE MEASURE NOTICE (NOTICE OF DETERMINATION)**

STATE OF OREGON)
) ss.
County of Washington)

I, John W. Weil, being first duly sworn, depose, and say 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 Trustee's Notice of Sale given under the terms of that certain deed of trust (as described in the attached Trustee's Notice of Sale) recorded May 17, 2002 as instrument no. 29628 in the real estate records of Klamath County, Oregon.

I hereby certify that I delivered true and correct copies of the attached Trustee's Notice of Sale to be served upon the occupant(s) of the property described in said notice, by posting and have attached hereto the original proof of service thereof. The Trustee's Notice of Sale was served no later than 120 days before the date of the sale.

I further certify that 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:

Wayne Johnson 1967 HWY 85 SW Belfield, ND 58622	Wayne Johnson 12118 Sun Forest Drive La Pine, OR 97739	Lee Johnson 1967 HWY 85 SW Belfield, ND 58622
Lee Johnson 12118 Sun Forest Drive La Pine, OR 97739	Beneficial Oregon, Inc. 61249 S. HWY 97, Suite E Bend, OR 97702	Occupant 12118 Sun Forest Drive La Pine, OR 97739
Beneficial Oregon, Inc. c/o CT Corporation System, Agent 388 State Street, Suite 420 Salem, OR 97301		

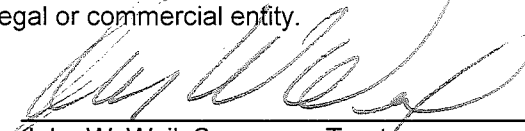
These persons include (a) the grantors in the trust deed; (b) any successor in interest to the grantors whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) any person(s), including the Department of Revenue or any other state agency, having a lien 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(s) requesting notice as set forth in ORS 86.785.

Each of the notices so mailed was certified to be a true copy of the original, attached Trustee's Notice of Sale. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States post office at Portland, Oregon, on November 5, 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 an amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in the Trustee's Notice of Sale was recorded.

Included with the Notice of Default and Election to Sell dated September 21, 2015 and mailed September 21, 2015 and again on October 15, 2015, to the Grantors by both first class mail and certified mail (with receipt requested) was the NOTICE: YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY, that notice required by **ORS 86.756**.

On February 3, 2016, I caused the Foreclosure Avoidance Measure Notice (Notice of Determination) to be served on the Grantors by both first class mail and certified mail (with receipt requested). On the same date, I caused a copy of the same notice to be mailed to the Oregon Department of Justice.

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



John W. Weil, Successor Trustee

STATE OF OREGON)
) ss.
County of Washington)

Subscribed and sworn to before me on February 18, 2016, by John W. Weil.



Notary Public for Oregon
My Commission Expires



TRUSTEE'S NOTICE OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, executed and delivered by **Wayne A. Johnson and Lee A. Johnson**, as grantors, to **First American Title Insurance Company**, as trustee, in favor of **Oakwood Acceptance Corporation, LLC**, as beneficiary, dated May 16, 2002, and recorded on May 17, 2002, as Recording No. M02, page 29628, in the mortgage records of Klamath County, Oregon.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:

Lot 6 in Block 10, Tract 1060, SUN FOREST ESTATES, according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon

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

Arrearage in the sum of \$7,031.50 as of September 1, 2015, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.

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:

Payoff in the sum of \$84,252.45 as of September 15, 2015, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on **March 4, 2016**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Klamath County Courthouse, 316 Main 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 86.778 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 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 86.778.

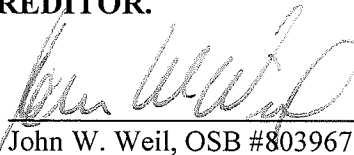
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective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

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.

The NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.

DATED: October 28, 2015.



John W. Weil, OSB #803967

Authorized By:

Tomasi Salyer Baroway PC
10300 SW Greenburg Road
One Lincoln Center, Suite 430
Portland, OR 97223
Phone: 503-894-9900; fax: 971-544-7236

EXHIBIT A
NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **March 4, 2016, at 11:00 a.m.** 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:

- 1) 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR**
- 2) 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 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 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.

HOW TO FIND 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 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 www.oregonlawhelp.org.

AFTER RECORDING, RETURN TO:

John W. Weil
Tomasi Salyer Baroway
10300 SW Greenburg Road
One Lincoln Center, Suite 430
Portland, OR 97223

AFFIDAVIT OF COMPLIANCE
with Oregon Laws 2013, chapter 304, section 9
amending Oregon Laws 2012, chapter 112, section 4a

Grantors:	Wayne A. Johnson and Lee A. Johnson
Beneficiary:	Oakwood Acceptance Corporation, LLC
Successor Trustee:	John W. Weil
Property Address:	12118 Sun Forest Drive, La Pine, Oregon 97739
Instrument/Recording No./	Deed of trust dated May 16, 2002, recorded on May 17, 2001 as instrument no. M02, page 29628 in Klamath County, OR

I, John W. Weil, being first duly sworn, hereby depose and say that:

(1) I am the attorney for Vanderbilt Mortgage and Finance, Inc., who is the attorney and agent for the beneficiary, Bank of New York Mellon in this above referenced foreclosure by Assignment;

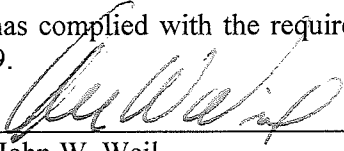
(2) To the best of my knowledge, the beneficiary and the trustee as of this date are the beneficiary and trustee named above.

(3) On February 3, 2016, I caused to be mailed to the grantors written notice that explains in plain language that:

- ☒ the grantor is not eligible for any foreclosure avoidance measure; or
- ☒ the grantor has not complied with the terms of a foreclosure avoidance measure to which the grantor and beneficiary had agreed.
- ☒ the beneficiary is exempt from mediation requirements pursuant to ORS 86.726(1)(b)(A). The Beneficiary Exemption Affidavit was filed with the Office of the Attorney General on January 5, 2016.

(4) On the same date, I caused a copy of the same notice to be mailed to the Oregon Department of Justice.

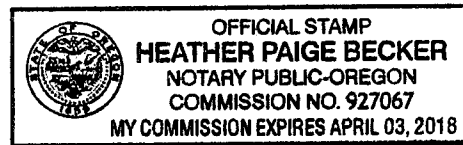
(5) By reason of the above, the beneficiary has complied with the requirements of subsection (1) of Oregon Laws 2013, chapter 304, section 9.


John W. Weil

State of Oregon)
) ss.
County of Washington)

Signed and sworn to before me this 18th day of February, 2015 by John W. Weil.


Notary Public – State of Oregon




**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#16768 SALE JOHNSON
FILE #VMF/F246-JOHNSON
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:
01/12/2016 01/19/2016 01/26/2016 02/02/2016

Total Cost: \$1386.68



Subscribed and sworn by Pat Bergstrom before me on:
2nd day of February in the year of 2016



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



TRUSTEE'S NOTICE OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, executed and delivered by **Wayne A. Johnson and Lee A. Johnson**, as grantors, to **First American Title Insurance Company**, as trustee, in favor of **Oakwood Acceptance Corporation, LLC**, as beneficiary, dated May 16, 2002, and recorded on May 17, 2002, as Recording No. M02, page 29628, in the mortgage records of Klamath County, Oregon.

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according to the official plat thereof in the office of the County Clerk of Klamath County, Oregon

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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 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 86.778.

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

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.

The NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.

DATED: October 28, 2015.

/s/ John W. Weil,

John W. Weil, OSB #803967

Authorized By: Tomasi Salyer Baroway PC

10300 SW Greenburg Road, One Lincoln Center, Suite 430

Portland, OR 97223

Phone: 503-894-9900; fax: 971-544-7236

HOW TO FIND 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 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

www.oregonlawhelp.org.

#16768 January 12, 19, 26, February 02, 2016.

AFFIDAVIT OF SERVICE

TRUSTEE'S NOTICE OF SALE

Case Number: _____

Beneficiary:

OAKWOOD ACCEPTANCE CORPORATION, LLC

VS.

Grantor:

WAYNE A. JOHNSON AND LEE A. JOHNSON

For:

Tomasi Salyer Baroway
10300 S.W. Greenburg Rd
Ste. 430
Portland, OR 97223

Received by Barrister Support Service, Inc. to be served on **LEE A. JOHNSON AND ALL OTHER OCCUPANTS, 12118 SUN FOREST DRIVE, LA PINE, OR 97739.**

I, Colt Chandler, being duly sworn, depose and say that on the **5th day of November, 2015 at 5:24 pm, I:**

made service of the attached TRUSTEE'S NOTICE OF SALE upon the individuals and/or entities named below by delivering a copy of the aforementioned documents at the following address: 12118 Sun forest Drive, La Pine, OR 97739 ("Property Address") as follows:

I personally served a true copy of the TRUSTEE'S NOTICE OF SALE to Wanda Kirkendall at the address stated above pursuant to ORS 86.750(1)(a).

At the same time and place, I substitute served a true copy of the same documents to ALL OTHER OCCUPANTS by leaving a true copy with Wanda Kirkendall who is a person over the age of 14 occupying the premises of 12118 SUN FOREST DRIVE, LA PINE, OR 97739.

CERTIFICATION OF MAILING: I certify that on 11/10/2015 a true copy of the above documents was mailed to the same address, addressed to "OCCUPANTS".

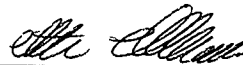
Additional Information pertaining to this Service:

11/5/2015 7:24 pm Served Wanda Kirkendall, Co-Occupant of the premises (60s, caucasian female; 5'4", 120 pounds, medium gray hair) who stated that Lee A. Johnson does lives on the subject property but that Wayne A. Johnson does not live on the subject property.

I, Colt Chandler, am a competent person over the age of eighteen, a resident of the State of Oregon, not a party to nor an officer, director or employee of, nor an attorney for any party, corporate or otherwise.

Subscribed and Sworn to before me on the 9th day of November, 2015 by the affiant who is personally known to me.


NOTARY PUBLIC



Colt Chandler
Process Server

Barrister Support Service, Inc.
11349 SW 60th Avenue
Portland, OR 97219-6754
(503) 246-8934

Our Job Serial Number: TSB-2015007140
Ref: VMF/F246

