

2016-002434
Klamath County, Oregon
03/04/2016 04:04:52 PM
Fee: \$102.00

Recording Requested By:

First American Mortgage Solutions

When Recorded Mail to:

FIRST AMERICAN TITLE INSURANCE
COMPANY
c/o Trustee Corps
17100 Gillette Ave
Irvine, CA 92614

TS No. OR05000066-15-1

APN R433276/R-3809-019AD-01500-000

Title Order No. 8541175

AFFIDAVIT OF MAILING POSTPONED TRUSTEE'S NOTICE OF SALE

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, ELIZABETH ONOFRE, 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 CALIFORNIA, a competent person over the age of eighteen years, and not the Beneficiary or his successor in interest named in the attached original or copy of Postponed Trustee's Notice of Sale given under the terms of that certain Trust Deed described in said notice.

Notice of the sale of the real property described in the attached Postponed Trustee's Notice of Sale was sent by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit: SEE ATTACHED

Said person(s) include the Grantor(s) in the Trust Deed, any successor in interest to the Grantor(s) whose interest appears of record or of whose interest the Trustee or the Beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

Each of the notices mailed was a true copy of the original Postponed Trustee's Notice of Sale by TRUSTEE CORPS, for FIRST AMERICAN TITLE INSURANCE COMPANY, the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in IRVINE, on 2/16/16. Each of said notices was mailed after the Notice of Default and Election to Sell, described in said Postponed Trustee's Notice of Sale, was recorded and at least 120 days before the day fixed in said notice by the Trustee for the Trustee's Sale.

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor(s) and successor in interest, if any."

Dated: 2-22-16

Elizabeth Onofre
By: Elizabeth Onofre
Authorized Signatory

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

State of CALIFORNIA
County of ORANGE

On 2/22/16 before me, Donna Gracian-Chavez, Notary Public, personally appeared ELIZABETH ONOFRE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal

Donna Gracian-Chavez



Ditech

Declaration of mailing

Trustee's Sale No. OR05000066-15-1

Date: 02/16/2016
Mailing: Postponement
Page: 1

I, Elizabeth Onofre, declare: That I am an officer, agent, or employee of MTC Financial Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614 am over the age of eighteen years; On 02/16/2016 by Certified and First Class mail, enclosed in a sealed envelope with postage notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	First Class Fee	Cert Fee	R.R Fee
9214890151013901679699	RANDY LOUIS HILL 325 RICKENBACKER AVENUE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679705	RANDY LOUIS HILL 325 RICKENBACKER AVE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679712	RANDY LOUIS HILL 3512 CREST ST KLAMATH FALLS, OR 97603-3748	0.49	3.94	1.40
9214890151013901679729	SPOUSE OF RAMONA LOUISE HILL 325 RICKENBACKER AVENUE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679736	SPOUSE OF RAMONA LOUISE HILL 325 RICKENBACKER AVE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679743	SPOUSE OF RAMONA LOUISE HILL 3512 CREST ST KLAMATH FALLS, OR 97603-3748	0.49	3.94	1.40
9214890151013901679750	SPOUSE OF RAMONA ROYAL 325 RICKENBACKER AVENUE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679767	SPOUSE OF RAMONA ROYAL 325 RICKENBACKER AVE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679774	SPOUSE OF RAMONA ROYAL 3512 CREST ST KLAMATH FALLS, OR 97603-3748	0.49	3.94	1.40
9214890151013901679781	SPOUSE OF RANDY HILL 325 RICKENBACKER AVENUE KLAMATH FALLS, OR 97601	0.49	3.94	1.40

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
10		



I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

02/16/2016

(Date)

(Declarant)

Elizabeth Onofre, Mailing Processor

Ditech

Declaration of mailing

Trustee's Sale No. OR05000066-15-1

Date: 02/16/2016

Mailing:

Postponement

Page: 2

I, Elizabeth Onofre, declare: That I am an officer, agent, or employee of MTC Financial Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614 am over the age of eighteen years; On 02/16/2016 by Certified and First Class mail, enclosed in a sealed envelope with postage notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	First Class Fee	Cert Fee	R.R Fee
9214890151013901679798	SPOUSE OF RANDY HILL 325 RICKENBACKER AVE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679804	SPOUSE OF RANDY HILL 3512 CREST ST KLAMATH FALLS, OR 97603-3748	0.49	3.94	1.40
9214890151013901679811	SPOUSE OF RANDY L. HILL 325 RICKENBACKER AVENUE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679828	SPOUSE OF RANDY L. HILL 325 RICKENBACKER AVE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679835	SPOUSE OF RANDY L. HILL 3512 CREST ST KLAMATH FALLS, OR 97603-3748	0.49	3.94	1.40
9214890151013901679842	SPOUSE OF RANDY LOUIS HILL 325 RICKENBACKER AVENUE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679859	SPOUSE OF RANDY LOUIS HILL 325 RICKENBACKER AVE KLAMATH FALLS, OR 97601	0.49	3.94	1.40
9214890151013901679866	SPOUSE OF RANDY LOUIS HILL 3512 CREST ST KLAMATH FALLS, OR 97603-3748	0.49	3.94	1.40

Firstclass Total: \$8.82 Postage Total: \$70.92 RR Total: \$25.20

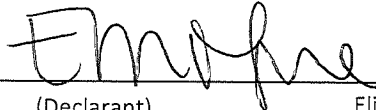
Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
8		

Total:\$104.94

I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

02/16/2016

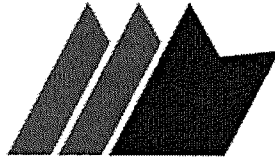
(Date)



(Declarant)

Elizabeth Onofre, Mailing Processor





TRUSTEE CORPS

Experience. Trust. Integrity.

1700 Seventh Avenue Suite 2100, Seattle WA 98101

Office: 206.357.8526 Fax: 206.357.8529

February 22, 2016

NOTICE OF POSTPONEMENT OF TRUSTEE'S FORECLOSURE SALE

Required under ORS 86.782(2)(b)

Re: Deed of Trust

Dated: January 28, 2008
Recorded: January 28, 2008
Instrument No: 2008-001125
Original Grantor: RANDY L. HILL AND RAMONA ROYAL, NOT AS TENANTS IN COMMON
BUT WITH RIGHTS OF SURVIVORSHIP
Original Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as nominee
for GATEWAY BUSINESS BANK, DBA MISSION HILLS MORTGAGE
BANKERS, its successors and assigns
Property Address: 325 RICKENBACKER AVENUE, KLAMATH FALLS, OR 97601
County: Klamath

Please be advised that the foreclosure sale scheduled for **Tuesday, February 23, 2016 at 10:00 AM on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601** on the above referenced property has been postponed to **Thursday, March 3, 2016 at 10:00 AM on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601**. A copy of the original Notice of Trustee's Sale is enclosed herewith.

Trustee Corps
Jessica Cimarusti
206.357.8526

TS No: OR05000066-15-1
Successor Trustee: FIRST AMERICAN TITLE INSURANCE COMPANY
Mortgage Servicer: Ditech Financial LLC
Address: 7360 S. KYRENE ROAD, MAIL STOP T111, TEMPE, AZ 85283
Phone No: 800-643-0202

**SALE INFORMATION CAN BE OBTAINED ON LINE AT www.insourcelogic.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL:
In Source Logic at 702-659-7766**

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, RANDY L. HILL AND RAMONA ROYAL, NOT AS TENANTS IN COMMON BUT WITH RIGHTS OF SURVIVORSHIP as Grantor to FIRST AMERICAN TITLE INSURANCE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for GATEWAY BUSINESS BANK, DBA MISSION HILLS MORTGAGE BANKERS, Beneficiary of the security instrument, its successors and assigns, dated as of January 28, 2008 and recorded on January 28, 2008 as Instrument No. 2008-001125 and recorded October 21, 2014 as Instrument Number 2014-011007 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: R433276/R-3809-019AD-01500-000

LOTS 5 AND LOT 6, BLOCK 15 OF CHELSEA 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.

Commonly known as: 325 RICKENBACKER AVENUE, KLAMATH FALLS, OR 97601

Both the Beneficiary and the Trustee have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes. The default for which the foreclosure is made is the Grantor's failure to pay: **failed to pay payments which became due**

Monthly Payment **\$1,450.36** from 08/01/2014 through 02/01/2015

Monthly Payment **\$1,500.13** from 03/01/2015 through 06/01/2015

Monthly Payment **\$1,528.63** from 07/01/2015 through 08/01/2015

Monthly Payment **\$1,611.96** for 09/01/2015

Total Monthly Late Charges **\$319.40**

By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of **\$195,464.54** together with interest thereon at the rate of **5.87500%** per annum from July 1, 2014 until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **January 29, 2016** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601** County of Klamath, sell at public auction to the highest bidder for cash the interest in the said described real property which the Grantor had or had power to convey at the time of the execution by him of the said Trust Deed, together with any interest which the Grantor or his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the Trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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

TS No. OR05000066-15-1

APN R433276/R-3809-019AD-01500-000

TO No 8541175

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any.

Dated: 9/21/2015

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Laurie P. Estrada
Authorized Signatory

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

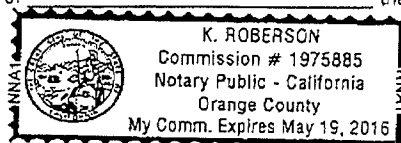
STATE OF CALIFORNIA
COUNTY OF ORANGE

On SEP 21 2015, before me, K ROBERSON, Notary Public, personally appeared Laurie P. Estrada, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



FIRST AMERICAN TITLE INSURANCE COMPANY
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-262-8300

FOR SALE INFORMATION PLEASE CALL:
In Source Logic at 702-659-7766
Website for Trustee's Sale Information: www.insourcelogic.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

**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:
325 RICKENBACKER 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 as of September 21, 2015 to bring your mortgage loan current was \$22,166.66. 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 800-643-0202 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:

FIRST AMERICAN TITLE INSURANCE COMPANY
c/o Trustee Corps
17100 Gillette Ave.
Irvine, CA 92614
949-252-8300

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

Date and Time: January 29, 2016 at 10:00 AM
Place: on the Main Street entrance steps to the Klamath County
Circuit Court, 316 Main St, Klamath Falls, OR 97601,
County of Klamath

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.

2. You can refinance or otherwise pay off the loan in full anytime before the sale.

3. You can call Ditech Financial LLC at phone no 800-643-0202 to find out if your lender is willing to give you more time or change the terms of your loan.

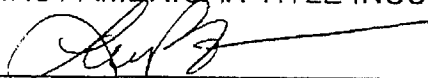
4. You can sell your home, provided the sale price is enough to pay what you owe.

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 can visit its website at <http://www.osbar.org>. Legal assistance may be available to you 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: 9/21/2015

FIRST AMERICAN TITLE INSURANCE COMPANY


By: Laurie P. ESTRADA
Authorized Signatory

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **January 29, 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:

- 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.

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.

Oregon Law Center
Portland: 503-473-8329
Coos Bay: 800-303-3638
Ontario: 888-250-9877
Salem: 503-485-0696
Grants Pass: 541-476-1058
Woodburn: 800-973-9003
Hillsboro: 877-726-4381
<http://www.oregonlawcenter.org/>

Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the 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://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **January 29, 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.

Oregon Law Center
Portland: 503-473-8329
Coos Bay: 800-303-3638
Ontario: 888-250-9877
Salem: 503-485-0696
Grants Pass: 541-476-1058
Woodburn: 800-973-9003
Hillsboro: 877-726-4381
<http://www.oregonlawcenter.org/>

Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the 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://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)