

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

2016-002703**Klamath County, Oregon****03/14/2016 09:26:19 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 Service
	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 May 18, 2007, as Instrument No. 2007-009135

Grantor: Danny M. Crapo, 3947 Homedale Road, Klamath Falls, Oregon 97603

Beneficiary: Umpqua Bank, as successor in interest by merger to Sterling Savings Bank, 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)

214700-0143/70062109.1

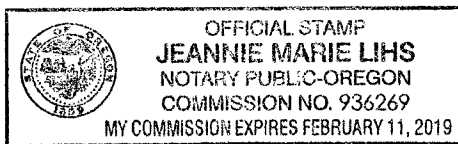
with postage thereon fully prepaid and deposited in the United States Post Office at Portland, Oregon. Each true copy of said trustee's notice of sale was mailed after the notice of default and election to sell was recorded.

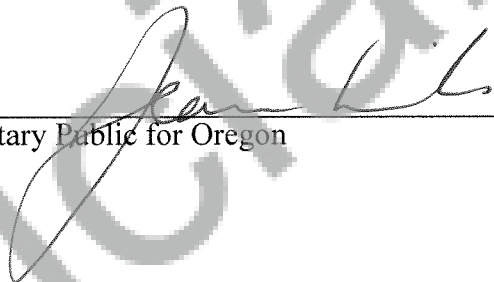
As used herein, the singular includes the plural and the word "person" includes a corporation and any other legal entity.



Tony Kullen

SUBSCRIBED AND SWORN to before me this 17 day of November, 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 3947 Homedale Road, Klamath Falls, Oregon 97603.

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of August 31, 2015, to bring your mortgage loan current was \$4,636.11¹. 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 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: April 1, 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.

¹ Plus attorney fees and costs incurred by Umpqua 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: November 16, 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 **May 1, 2007**, executed by **Danny M. Crapo** (the "Grantor") to **Fidelity Service Corporation**, whose mailing address is 111 N. Wall Street, Spokane, Washington 99201 (the "Trustee"), to secure payment and performance of certain obligations of Grantor to **Sterling Savings Bank**, including repayment of a promissory note dated May 1, 2007, in the principal amount of \$104,000 (the "Note"). **Umpqua Bank**, located at 111 N. Wall Street, Spokane, Washington 99201, as successor in interest by merger to Sterling Savings Bank, is the beneficiary under the Trust Deed (the "Beneficiary"). The successor trustee ("Trustee") under the Trust Deed is Tony Kullen located at Miller Nash Graham & Dunn LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204.

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Klamath, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

A parcel of land in the N1/2 of the NE1/4 of the SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of the N1/2 of the NE1/4 of the SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian; thence North along the Westerly line of said N1/2 of the NE1/4 of the SE1/4 a distance of 122 feet; thence East parallel to the South line of said N1/2 of the NE1/4 of the SE1/4 a distance of 357.2 feet; thence South parallel to the West line of said N1/2 of the NE1/4 of the SE1/4, a distance of 122 feet; thence West along the South line of the N1/2 of the NE1/4 of the SE1/4, a distance of 357.2 feet more or less, to the point of beginning.

TOGETHER WITH an easement for road purposes 30 feet wide along the North side of the above described premises and extending from the West line of said N1/2 of the NE1/4 of the SE1/4 East a distance of 140 feet.

SAVE AND EXCEPT that portion lying within Homedale Road.

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 Grantor's failure to pay when due the following sums: monthly payments of \$674.54 in full owed under the Note beginning April 1, 2015, and each month thereafter; late charges in the amount of \$573.41 as of August 31, 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, 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 \$92,568.34 as of August 31, 2015, (b) accrued interest of \$3,117.07 as of August 31, 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 \$573.41 as of August 31, 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, Beneficiary and the 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 **April 1, 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 Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to 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 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.

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **April 1, 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:

- 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 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>

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 16th day of November, 2015.



Tony Kullen
Successor Trustee

File No. 214700-0143

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 dated May 1, 2007 (the "Note"), in favor of Sterling Savings Bank ("Sterling") by nonjudicial foreclosure of a deed of trust dated May 1, 2007, and recorded on May 18, 2007, as Instrument No. 2007-009135 in the official real property records of Klamath County, Oregon (the "Trust Deed"). The Trust Deed was executed by Danny M. Crapo, as grantor, to Fidelity Service Corporation, as trustee, in favor of Sterling, as beneficiary. Umpqua Bank, as successor in interest by merger to Sterling Savings Bank ("Umpqua") is the beneficiary under the Trust Deed.

2. The total amount of the above-described debt is as follows: (a) the principal amount of \$92,568.34 as of August 31, 2015, (b) accrued interest of \$3,117.07 as of August 31, 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 \$573.41 as of August 31, 2015, plus any late charges accruing thereafter and any other expenses or fees owed under the Note or Trust Deed, (d) amounts that Umpqua 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 Umpqua 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 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 is exercising its rights and remedies against its collateral in accordance with applicable law.

AFFIDAVIT OF SERVICE

STATE OF OREGON

County of Klamath

ss.

I, Robert Bolenbaugh, 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**":

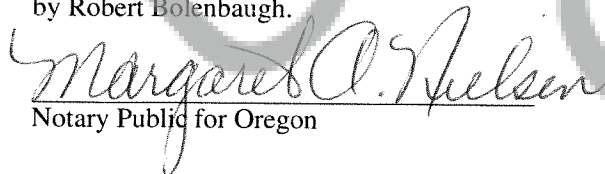
**3947 Homedale Rd.
Klamath Falls, OR 97603**

By delivering such copy, personally and in person to Jerod Stone, at the above Property Address on November 19, 2015 at 10:24 AM.


Upon Danny M. Crapo, by delivering such true copy at the dwelling house or usual place of abode of Danny M. Crapo, to-wit: 3947 Homedale Rd., Klamath Falls, OR 97603, to Jerod Stone, who is a person 14 years of age or older residing in the dwelling house or usual place of abode of the person to be served on November 19, 2015 at 10:24 AM.

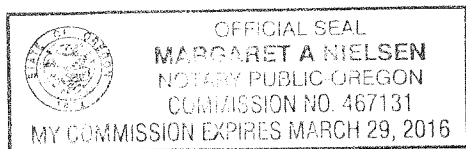
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME
this 1st day of DECEMBER, 2015
by Robert Bolenbaugh.


Notary Public for Oregon

X


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



321695

AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath

ss.

I, Stephanie Morgan, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On November 19, 2015, I mailed a true 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 via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to Danny M. Crapo, pursuant to ORCP 7D(2)(b).

The envelope was addressed as follows:

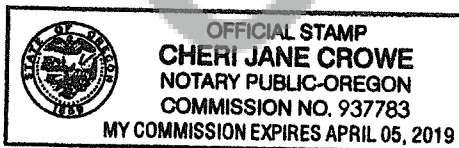
Danny M. Crapo
3947 Homedale Rd.
Klamath Falls, OR 97603

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

SUBSCRIBED AND SWORN BEFORE ME
this 20 day of November, 2015
by Stephanie Morgan.

Cheri J Crowe
Notary Public for Oregon

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



321695

**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#16723 SALE CRAPO
FILE NO. 214700-0143
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:

11/24/2015 12/01/2015 12/08/2015 12/15/2015

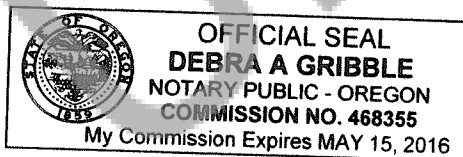
Total Cost: \$1673.28

Pat Bergstrom

Subscribed and sworn by Pat Bergstrom before me on:
15th 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 May 1, 2007, executed by **Danny M. Crapo** (the "Grantor") to **Fidelity Service Corporation**, whose mailing address is 111 N. Wall Street, Spokane, Washington 99201 (the "Trustee"), to secure payment and performance of certain obligations of Grantor to **Sterling Savings Bank**, including repayment of a promissory note dated May 1, 2007, in the principal amount of \$104,000 (the "Note"). **Umpqua Bank**, located at 111 N. Wall Street, Spokane, Washington 99201, as successor in interest by merger to Sterling Savings Bank, is the beneficiary under the Trust Deed (the "Beneficiary"). The successor trustee ("Trustee") under the Trust Deed is **Tony Kullen** located at **Miller Nash Graham & Dunn LLP**, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204.

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

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Klamath, STATE OF OR, AND IS DESCRIBED AS FOLLOWS:

A parcel of land in the N1/2 of the NE1/4 of the SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Southwest corner of the N1/2 of the NE1/4 of the SE1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian; thence North along the Westerly line of said N1/2 of the NE1/4 of the SE1/4 a distance of 122 feet; thence East parallel to the South line of said N1/2 of the NE1/4 of the SE1/4 a distance of 357.2 feet; thence South parallel to the West line of said N1/2 of the NE1/4 of the SE1/4, a distance of 122 feet; thence West along the South line of the N1/2 of the NE1/4 of the SE1/4, a distance of 357.2 feet more or less, to the point of beginning.

TOGETHER WITH an easement for road purposes 30 feet wide along the North side of the above described premises and extending from the West line of said N1/2 of the NE1/4 of the SE1/4 East a distance of 140 feet.

SAVE AND EXCEPT that portion lying within Homedale Road.

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 Grantor's failure to pay when due the following sums: monthly payments of \$674.54 in full owed under the Note beginning April 1, 2015, and each month thereafter; late charges in the amount of \$573.41 as of August 31, 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, 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 \$92,568.34 as of August 31, 2015, (b) accrued interest of \$3,117.07 as of August 31, 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 \$573.41 as of August 31, 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, Beneficiary and the 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 **April 1, 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 Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to 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 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.

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

In 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 16th day of November, 2015.
/s/ Tony Kullen, Successor Trustee, File No. 214700-0143
#16723 November 24, December 01, 08, 15, 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 assure, 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 beneficiary of the deed of trust executed by Danny M. Crapo ("Grantor(s)"), securing the promissory note dated May 1, 2007, in the original amount of \$104,000.00, 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 9th day of March, 2016.

UMPQUA BANK, as successor in interest by merger to Sterling Savings Bank

Bettina Honold

By: **Bettina Honold**
Title: **Assistant Secretary**

State of *Illinois*
County of *Yankin*

Signed and sworn to (or affirmed) before me on March , 2016, by **Bettina Honold** (name(s) of authorized affiant(s)) of UMPQUA BANK, as successor in interest by merger to Sterling Savings Bank.

Betsy Anderlik
(Stamp) (signature of notary)

(title or rank)
My commission expires: *6-8-19*

