

2016-002714

Klamath County, Oregon

03/14/2016 01:01:19 PM

Fee: \$102.00

When recorded return to:
Robinson Tait, P.S.
710 Second Avenue, Suite 710
Seattle, WA 98104

TS # 60111-00308-NJ-OR

**AFFIDAVIT OF MAILING OF NOTICE REQUIRED BY ORS 86.756 AND TRUSTEE'S
NOTICE OF SALE**

STATE OF WASHINGTON
COUNTY OF KING

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

The notice required by ORS 86.756 and the Trustee's Notice of Sale for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Jesus G. Luna
1815 Derby Street
Klamath Falls, OR 97603-4875

Tammy J. Luna
1815 Derby Street
Klamath Falls, OR 97603-4875

The Trustee's Notice of Sale for the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by certified mail, return receipt requested and first class mail to each of the following named persons at their last known address, to-wit:

Occupants
1815 Derby Street
Klamath Falls, OR 97603-4875

Said person(s) including 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 Beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.806, and all junior lien holders as provided in ORS 86.764.

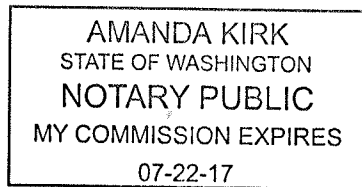
Each of the notices mailed was a true copy of the original Trustee's Notice of Sale by Robinson Tait, P.S., the Trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail in Seattle, Washington on 03/12/16. Each of said notices was mailed after the Notice of Default and Election to Sell, described in said Trustee's Notice of Sale, was recorded at least 120 days before the day fixed in said notice by the Trustee for the Trustee's Sale.

DATED: September 24, 2015

By Christian Price
Amstano, Foreclosure Specialist
(Name Title)

State of Washington)
County of King)

The foregoing instrument was acknowledged before me this 24 day of September, 2015 by
Christian Price



Amanda Kirk
NOTARY PUBLIC in and for the State of Washington,
residing at Seattle, County of King

Amanda Kirk
(printed or typed name)

My appointment expires 07/22/2017

NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICE ACT
15 U.S.C. Section 1692

September 21, 2015

To: Jesus G. Luna and Tammy J. Luna
RE: Property located at 1815 Derby Street, Klamath Falls, OR 97603-4875

1. You are hereby notified that this firm is attempting to collect a debt and any information obtained will be used for that purpose.

2. As of August 31, 2015, you owe \$130,255.91, which includes interest accrued from January 1, 2015 at the rate of 6.37500% per annum. This amount also includes late charges, advances or other fees that have been charged to your loan. For further information or a complete payoff quote, write the person indicated below or call (206) 876-3266.

3. The original creditor to whom the debt was owed was WELLS FARGO BANK, N.A. . The Current creditor is WELLS FARGO BANK, N.A., with an address of 1 Home Campus, Des Moines, IA 50328-0001.

4. The debt will be assumed to be valid by Robinson Tait, P.S. unless WITHIN THIRTY DAYS AFTER THE RECEIPT OF THIS NOTICE, you dispute the validity of the debt or any portion thereof. This does not relieve you of the requirement to timely respond as indicated in the documents accompanying this notice.

5. If you notify Robinson Tait, P.S. Attn: Amanda Kirk, in writing within thirty days after the receipt of this Notice that the debt or any portion thereof is disputed, then Robinson Tait, P.S. will provide a verification of the debt, and a copy of the verification will be mailed to you by Robinson Tait, P.S..

6. Requests should be addressed to Robinson Tait, P.S. Attn: Amanda Kirk, 710 Second Avenue, Suite 710, Seattle, WA 98104 or by calling Amanda Kirk at (206) 876-3266.

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:

1815 Derby Street
Klamath Falls, OR 97603-4875

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 \$6,986.13. The amount you must now pay to bring the loan current may have increased since that date.

By law, your lender has to provide you with the details about the amount you owe, if you ask. You can call 1 (855) 676-9640 or (206) 676-9640 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:

Robinson Tait
Attn: Winston Khan
710 Second Ave, Suite 710
Seattle, WA 98104

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

Date and Time: January 22, 2016 at 10:00 AM

Place: Klamath County Courthouse Front Entrance, 316 Main Street, Klamath Falls, OR 97601

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 amount in full any time

before the sale.

3. You can call Wells Fargo at 800-416-1472 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 phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also want to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or visit its website at www.osbar.org. Legal assistance may be available if you have 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 saying they can help keep your property. Be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: September 21, 2015

Trustee name: Robinson Tait, P.S.

Trustee signature: _____

Printed Name: Nicolas Dolino, OSB # 126155

Robinson Tait, P.S.

Authorized to sign on behalf of the trustee

Phone: (206) 876-3261

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Jesus G. Luna and Tammy J. Luna, Husband and Wife, as grantor, to FIDELITY NATIONAL TITLE INSURANCE CO. as trustee, in favor of WELLS FARGO BANK, N.A. as beneficiary, dated May 21, 2007, recorded May 29, 2007, in the mortgage records of Klamath County, Oregon, as Document No. 2007-009585, covering the following described real property situated in said county and state, to wit:

LOT 18, BLOCK 1, BRYANT TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS: 1815 Derby Street, Klamath Falls, OR 97603-4875

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments of \$966.19 beginning February 1, 2015; monthly payments of \$974.21 beginning March 1, 2015; plus late charges of \$174.68; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$124,871.26 with interest thereon at the rate of 6.37500 percent per annum beginning January 1, 2015; plus late charges of \$174.68; minus an escrow balances of \$87.98; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

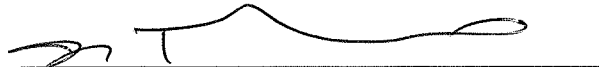
WHEREFORE, notice is hereby given that the undersigned trustee will on January 22, 2016, at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at Klamath County Courthouse Front Entrance, 316 Main Street, Klamath Falls, OR 97601, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the 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 foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee. Notice is further given that any person named in ORS 86.778 has the right, at any time that is not later than 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 principle 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 those 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.

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 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 the trust deed, and the words "trustee" and beneficiary" include their respective successors in interest, if any.

DATED: September 21, 2015



Printed Name: Nicholas Dalakas OSB # 126155

Robinson Tait, P.S.

Authorized to sign on behalf of the trustee

710 Second Ave, Suite 710

Seattle, WA 98104

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE RECEIVED A DISCHARGE OF THE DEBT REFERENCED HEREIN IN A BANKRUPTCY PROCEEDING, THIS LETTER IS NOT AN ATTEMPT TO IMPOSE PERSONAL LIABILITY UPON YOU FOR PAYMENT OF THAT DEBT. IN THE EVENT YOU HAVE RECEIVED A BANKRUPTCY DISCHARGE, ANY ACTION TO ENFORCE THE DEBT WILL BE TAKEN AGAINST THE PROPERTY ONLY.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for January 22, 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 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 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. They can be reached at (503)684-3763 or, in Oregon, toll free at 800-452-7636. The website for the Oregon State Bar is www.osbar.org. 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 through the Oregon State Bar. In addition to the telephone numbers and website listed here, you can email them on this issue at: legalhelp@oregonstatebar.org.

AFFIDAVIT OF SERVICE

Trustee's Notice of Sale Upon Occupant and Notice to Tenants

Case Number: _____

Beneficiary:

WELLS FARGO BANK, N.A.

vs.

Grantor:

JESUS G. LUNA and TAMMY J. LUNA

For:

Robinson Tait, P.S.

Received by MALSTROM'S PROCESS SERVING CO. on the 23rd day of September, 2015 at 3:45 pm to be served on **ALL ADULT OCCUPANTS, 1815 DERBY STREET, KLAMATH FALLS, OR 97603**. I, Chelsea Chambers being duly sworn, depose and say that on the 24 day of September 2015 at 3:50 PM, executed service by delivering a true copy of the **Trustee's Notice of Sale Upon Occupant and Notice to Tenants** in accordance with state statutes in the manner marked below:

() INDIVIDUAL SERVICE: Served the person personally.

() SUBSTITUTE SERVICE: By serving _____, a person 14 years of age or older who resides at the residence of the defendant. () MAILING: A copy of the documents along with a statement of the date, time, and manner of service was mailed by first class mail on (date) _____

() OFFICE SERVICE: By serving _____, the person apparently in charge of the office which the defendant maintains for the conduct of business. () MAILING: A copy of the documents along with a statement of the date, time, and manner of service was mailed by first class mail on (date) _____

() POSTING: Posting the documents in a secure manner to the main entrance of the premises.

☒ TRUSTEE'S NOTICE OF SALE:

1st Attempt: (date) 9/24/15 (time) 3:50 AM / ☒ PM Posted/Served: Front Door

2nd Attempt: (date) 9/30/15 (time) 4:54 AM / ☒ PM Posted/Served: Front Door

3rd Attempt: (date) 10/2/15 (time) 5:00 AM / ☒ PM Posted/Served: Front Door

A copy of the documents along with a statement of the date, time, and manner of service was mailed by first class mail addressed to "OCCUPANTS" on (date) 10/7/15

() ALTERNATE SERVICE ADDRESS: _____

() NON-SERVED: I was unable to effect service detailed in the comments below.

COMMENTS: _____



AFFIDAVIT OF SERVICE for

I declare under penalty of perjury that I am a resident of the State of service. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

Subscribed and Sworn to before me on the 8th
day of October 2015 by the affiant who
is personally known to me in
Klamath County.

Margaret A. Nielsen

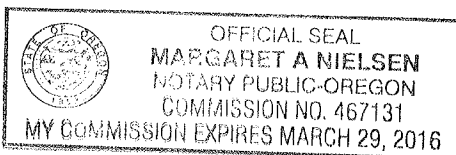
NOTARY PUBLIC

Chelsea Chambers

PROCESS SERVER # _____
Appointed in accordance with State Statutes

MALSTROM'S PROCESS SERVING CO.
P.O. Box 2031
Salem, OR 97308-2031
(503) 585-0234

Our Job Serial Number: 2015004212
Ref: 15-60111-00179



**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#16629 SALE LUNA

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:

10/01/2015 10/08/2015 10/15/2015 10/22/2015

Total Cost: \$1364.36

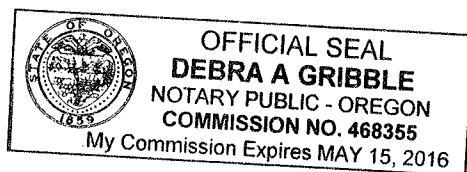
Pat Bergstrom

Subscribed and sworn by Pat Bergstrom before me on:
22nd day of October 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 trust deed made by Jesus G. Luna and Tammy J. Luna, Husband and Wife, as grantor, to FIDELITY NATIONAL TITLE INSURANCE CO. as trustee, in favor of WELLS FARGO BANK, N.A. as beneficiary, dated May 21, 2007, recorded May 29, 2007, in the mortgage records of Klamath County, Oregon, as Document No. 2007-009585, covering the following described real property situated in said county and state, to wit:

LOT 18, BLOCK 1, BRYANT TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF KLAMATH COUNTY, OREGON.

PROPERTY ADDRESS:

1815 Derby Street, Klamath Falls, OR 97603-4875

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By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$124,871.26 with interest thereon at the rate of 6.37500 percent per annum beginning January 1, 2015; plus late charges of \$174.68; minus an escrow balances of \$87.98; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

WHEREFORE, notice is hereby given that the undersigned trustee will on January 22, 2016, at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at Klamath County Courthouse Front Entrance, 316 Main Street, Klamath Falls, OR 97601, in the City of Klamath Falls, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the real property described above, which the grantor had or had power to convey at the time of the execution by grantor of the 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 foregoing obligations thereby secured and the costs and expenses of the sale, including reasonable charges by the trustee. Notice is further given that any person named in ORS 86.778 has the right, at any time that is not later than 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 principle 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 those 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. **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 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 the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Robinson Tait, P.S.

Authorized to sign on behalf of the trustee
710 Second Ave, Suite 710, Seattle, WA 98104

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#16629 October 01, 08, 15, 22, 2015.