

RETURN TO (Grantor):  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

2016-002730  
Klamath County, Oregon  
03/14/2016 03:27:49 PM  
Fee: \$142.00

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON                    )  
  ) ss:  
County of Klamath                )

I, Drew A. Humphrey, 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 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 notice of sale given under the terms of that certain trust deed described in said notice.

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:

Aangelina T.M. Briones (Grantee)  
3722 Birdog Drive  
Klamath Falls, OR 97603

Occupant  
3722 Birdog Drive  
Klamath Falls, OR 97603

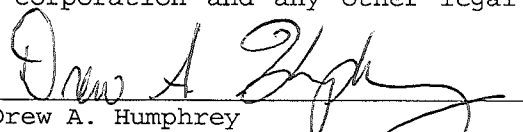
Klamath County Tax Collector  
305 Main Street  
Klamath Falls, OR 97601

William Lee Briones  
211 Arnold Avenue  
Klamath Falls, OR 97603

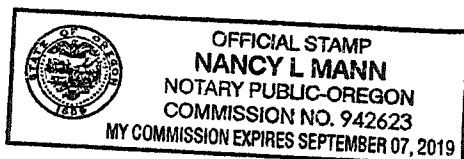
Said persons include (a) the grantor in the trust deed; (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) and any person, including the Department of Revenue or an other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest; and (d) any person requesting notice, as required by ORS 86.806.

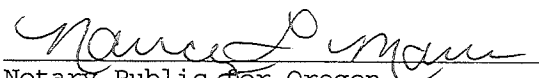
Each of the notices so mailed was certified to be a true copy of the original notice of sale by the trustee Michael P. Rudd. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on November 19, 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 the amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in said notice of sale was recorded.

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

  
Drew A. Humphrey

SUBSCRIBED AND SWORN to before me this 19 day of November, 2015.



  
Notary Public for Oregon  
My Commission expires: 9-7-19

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Aangelina T.M. Briones, Grantor; AmeriTitle, Trustee; and Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust, Beneficiary, recorded in Official/Microfilm Records, Volume 2011, Page 005277, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 3722 Birdog Drive, Klamath Falls, Oregon ("Property"):

Lot 74 in Tract 1473 - PHEASANT RUN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to make the monthly payment of \$1,176.55 due August 28, 2015 and monthly payments thereafter; failed to pay 2015-2016 Klamath County real property taxes in the amount of \$2,226.99, plus interest, if any; failed to pay South Suburban Sanitary District user fees for the year 2015-2016 in the amount of \$482.61, plus interest, if any

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:

\$113,733.48 principal plus interest thereon at the rate of 12% per annum from July 2, 2015; accrued interest of \$0.20; Klamath County real property taxes in the amount of \$2,226.99, plus interest, if any, and South Suburban Sanitary District user fees for the year 2015-2016 in the amount of \$482.61, plus interest, if any, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on March 30, 2016, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine 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 86.783 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 86.783.

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 each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: November 18, 2015.

TRUSTEE



Michael P. Rudd, Successor Trustee  
411 Pine Street  
Klamath Falls, OR 97601

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

\_\_\_\_\_  
Michael P. Rudd, Successor Trustee

(Continued)

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 30, 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

**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: 3722 Birdog Drive, Klamath Falls, Oregon**

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 a "foreclosure."

The amount you would have had to pay as of November 17, 2015 to bring your mortgage current was \$3,529.65. 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 541-882-6616 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:

Michael P. Rudd  
411 Pine Street  
Klamath Falls, OR 97601

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

Date and time: March 30, 2016 at 10:00 AM

Place: Offices of Brandsness, Brandsness & Rudd, P.C.,  
411 Pine 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.
3. You can call Michael P. Rudd at 541-882-6616 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, please call the statewide phone 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 Web site at: [www.osbar.org](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 [www.oregonlawhelp.org](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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: November 18, 2015

Trustee name: Michael P. Rudd

Trustee signature: 

Trustee phone number: 541-882-6616

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,  
15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 30 days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within 30 days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to: Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon 97601.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

RETURN TO (Grantor):  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**AFFIDAVIT OF COMPLIANCE**  
**(ORS 86.748)**

STATE OF OREGON                     )  
  ) ss:  
County of Klamath                 )

We, Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust, being first duly sworn, depose and say that:

1. We are the beneficiaries of the trust deed wherein Aangelina T.M. Briones is Grantor and AmeriTitle is Trustee dated April 21, 2011, recorded in Official/Microfilm Records, Volume 2011, Page 005277, Klamath County, Oregon.

2. We have complied with the requirements of ORS 86.748.

3. Attached is a true and correct copy of the Notice of Determination mailed to Grantor on this day pursuant to ORS 86.748.

4. A copy of the Notice of Determination was also mailed to Oregon Department of Justice on the same date as the notice was mailed to Grantor.

Dated: November 17, 2015.

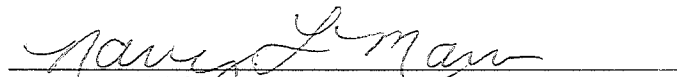
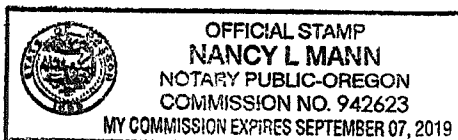


Kenneth D. Kiest  
Trustee of the Kiest Family Living Trust



Kellie Jean Smith Kiest  
Trustee of the Kiest Family Living Trust

SUBSCRIBED AND SWORN to before me this 17 day of November, 2015.



Notary Public for Oregon  
My Commission expires: 9-7-19

## FORECLOSURE AVOIDANCE MEASURE NOTICE

### YOU MAY LOSE YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

Homeowner/Grantor:	Aangelina T.M. Briones
Lender/Beneficiary:	Kenneth D. & Kellie Jean Smith Kiest, Trustees
Property Address:	3722 Birddog Drive, Klamath Falls, OR 97603

Your Lender has determined that:

- ☒ You are not eligible for any foreclosure avoidance measure offered by your lender. The following foreclosure avoidance measures were considered but you are not eligible for them. The basis for the Lender's determination is (must be described with specificity in plain language):

The beneficiary is exempt from the requirement of the Foreclosure Avoidance Measure prior to foreclosing

- ☐ You are not in compliance with the terms of an agreement with your Lender for forbearance, a temporary or permanent loan modification, a short sale, a deed-in-lieu of foreclosure, or another foreclosure avoidance measure. The basis for the Lender's determination is (must be described with specificity in plain language):



Your property is currently set for sale on March 30, 2015 at 10:00 a.m. (time/date) at 411 Pine Street, Klamath Falls, Oregon (location). If you disagree with your Lender's determination, you should seek legal advice immediately.

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 211 or visit [www.oregonhomeownersupport.gov](http://www.oregonhomeownersupport.gov). If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service online at [www.oregonstatebar.org](http://www.oregonstatebar.org) or by calling (503) 684-3763 (in the Portland metropolitan area) or toll-free elsewhere in Oregon at (800) 452-7636. Free legal assistance may be available if you are very low income. For more information and a directory of legal aid programs, go to [www.oregonlawhelp.org](http://www.oregonlawhelp.org).

*[Beneficiary/Beneficiary's Agent]*

By:   
Kenneth D. Kiest, Trustee

Date: 11/17/15

  
Kellie Jean SMith Kiest, Trustee

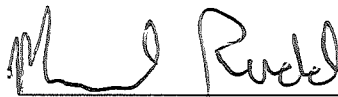
RETURN TO (Grantor):  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

AFFIDAVIT OF COMPLIANCE  
(ORS 86.756)

STATE OF OREGON                    )  
  ) ss:  
County of Klamath                )

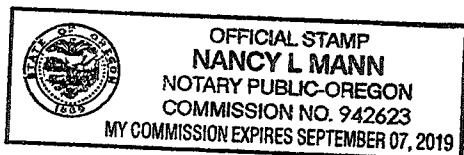
I, Michael P. Rudd, being first duly sworn and depose say that:

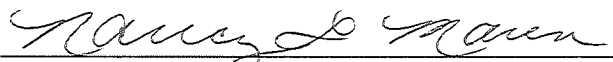
The attached notice is a true and correct copy of the notice that was mailed by both first class and certified mail with return receipt requested to Aangelina T.M. Briones on November 19, 2015 on behalf of Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust pursuant to ORS 86.756.



Michael P. Rudd

SUBSCRIBED AND SWORN to before me this 23 day of November, 2015.



  
Notary Public for Oregon  
My Commission expires: 9-7-19

**NOTICE:**  
**YOU ARE IN DANGER OF LOSING YOUR PROPERTY**  
**IF YOU DO NOT TAKE ACTION IMMEDIATELY**

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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 a "foreclosure."

The amount you would have had to pay as of November 17, 2015 to bring your mortgage current was \$3,529.65. 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 541-882-6616 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:

Michael P. Rudd  
411 Pine Street  
Klamath Falls, OR 97601

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

Date and time: March 30, 2016 at 10:00 AM

Place: Offices of Brandsness, Brandsness & Rudd, P.C.,  
411 Pine 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.
3. You can call Michael P. Rudd at 541-882-6616 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, please call the statewide phone 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 Web site at: [www.osbar.org](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 [www.oregonlawhelp.org](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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: November 18, 2015

Trustee name: Michael P. Rudd

Trustee signature: 

Trustee phone number: 541-882-6616

RETURN TO (Grantor):  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

**AFFIDAVIT OF FILING BENEFICIARY EXEMPTION  
AFFIDAVIT WITH ATTORNEY GENERAL'S OFFICE**

STATE OF OREGON                    )  
  ) ss:  
County of Klamath                )


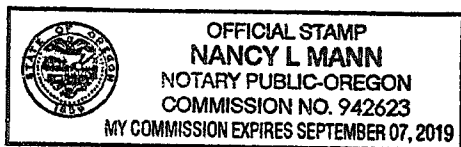
I, Michael P. Rudd, being first duly sworn and depose say that:

The attached Beneficiary Exemption Affidavit is a true and correct copy of the Beneficiary Exemption Affidavit that was filed with the Oregon Attorney General on November 18, 2015 on behalf of Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust pursuant to OAR 137-110-0300.



Michael P. Rudd

SUBSCRIBED AND SWORN to before me this 23 day of November, 2015.



Notary Public for Oregon

My Commission expires: 9-7-19


Michael P. Rudd  
411 Pine Street  
Klamath Falls, OR 97601

<b>Lender/Beneficiary:</b>	Kenneth D. & Kellie Jean Smith Kiest, TTEE/Kiest Family Trust
<b>Jurisdiction*</b>	

I, Kenneth D. & Kellie Jean Smith Kiest, Trustees (printed name) being first duly sworn, depose, and state that:  
This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

- Kellie Jean Smith Kiest K. D. Kiest  
Kellie Jean Smith Kiest, Trustee (Signature) Kenneth D. Kiest, Trustee

Signed and sworn to (or affirmed) before me this 17 day of November, 2015  
by Kenneth D. & Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust.

 OFFICIAL STAMP  
**NANCY L MANN**  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 942623  
MY COMMISSION EXPIRES SEPTEMBER 07, 2019

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

TRUSTEE'S AFFIDAVIT OF SERVICE ON OCCUPANTS

STATE OF OREGON     )  
                              ) ss.  
County of Klamath    )

I, Michael P. Rudd, being first duly sworn, depose, say and certify that:

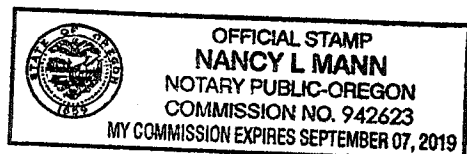
I am the successor trustee of that certain trust deed executed and delivered by Aangelina T.M. Briones as grantor to AmeriTitle as trustee in which Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust is beneficiary, recorded on April 28, 2011 in the mortgage records of Klamath County, Oregon, in book/volume No. 2011 at page 005277, covering the real property described therein.

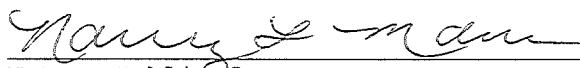
I hereby certify that on November 24, 2015 the occupant(s) of the real property described in the above-referenced trust deed were served with a true copy of the attached Notice of Default and Election to Sell and of Sale. I further certify that pursuant to ORCP 7D(2)(b) true copies of the Notice of Default and Election to Sell and of Sale were mailed to the occupants with a statement of the date, time, and place at which substituted service was made. The proof of service is attached hereto.

The word "trustee" as used in this affidavit means any successor trustee to the trustee named in the trust deed first mentioned above.

  
\_\_\_\_\_  
Michael P. Rudd

SUBSCRIBED AND SWORN to before me this 7 day of December, 2015.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 9-7-19

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Aangelina T.M. Briones, Grantor; AmeriTitle, Trustee; and Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust, Beneficiary, recorded in Official/Microfilm Records, Volume 2011, Page 005277, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 3722 Birdog Drive, Klamath Falls, Oregon ("Property"):

Lot 74 in Tract 1473 - PHEASANT RUN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to make the monthly payment of \$1,176.55 due August 28, 2015 and monthly payments thereafter; failed to pay 2015-2016 Klamath County real property taxes in the amount of \$2,226.99, plus interest, if any; failed to pay South Suburban Sanitary District user fees for the year 2015-2016 in the amount of \$482.61, plus interest, if any

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:

\$113,733.48 principal plus interest thereon at the rate of 12% per annum from July 2, 2015; accrued interest of \$0.20; Klamath County real property taxes in the amount of \$2,226.99, plus interest, if any, and South Suburban Sanitary District user fees for the year 2015-2016 in the amount of \$482.61, plus interest, if any, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on March 30, 2016, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine 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 86.783 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 86.783.

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 each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: November 12, 2015.

TRUSTEE



Michael P. Rudd, Successor Trustee  
411 Pine Street  
Klamath Falls, OR 97601

STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.

\_\_\_\_\_  
Michael P. Rudd, Successor Trustee

(Continued)



## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 30, 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

**PROOF OF SERVICE  
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE

FOR THE WITHIN NAMED: Occupants of **3722 Birddog Dr. Klamath Falls, OR 97603**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to Angelina Briones at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☐ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1<sup>st</sup> Attempt:

2<sup>nd</sup> Attempt:

3<sup>rd</sup> Attempt:

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of November 25, 2015, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.


Signed Chelcee Chambers

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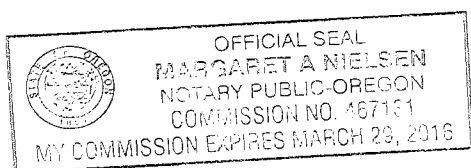
**3722 Birddog Dr. Klamath Falls, OR 97603**  
**ADDRESS OF SERVICE**

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

November 24, 2015                      8:39 AM  
**DATE OF SERVICE                      TIME OF SERVICE**  
☐ or non occupancy

By:   
ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 30 day of November, 2015.



Margaret A. Nielsen  
Notary Public for Oregon

RETURN TO:  
Brandsness, Brandsness & Rudd, P.C.  
411 Pine Street  
Klamath Falls, OR 97601

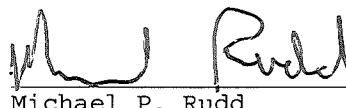
**AFFIDAVIT OF NON-MILITARY SERVICE**

STATE OF OREGON                     )  
  ) ss.  
County of Klamath                 )

THIS IS TO CERTIFY That I am the attorney for the Beneficiary/Beneficiary's successor in interest in that certain Trust Deed in which Aangelina T.M. Briones, as Grantor, conveyed to AmeriTitle as Trustee, certain real property in Klamath County, Oregon; which said Trust Deed was dated April 21, 2011, and recorded in the mortgage records of said county, in book/volume 2011 at page 005277; thereafter a Notice of Default with respect to said Trust Deed was recorded November 18, 2015, in Volume 2015, Page 012585 of said mortgage records.

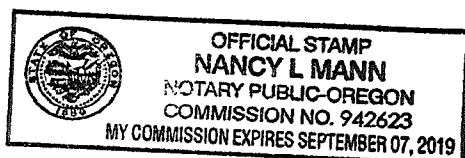
To the best of my knowledge and belief the Grantor of the above Trust Deed is not in the military service, or was not so within 367 days before the recording of the Notice of Default, or a dependent of a service member in military service based on the following facts made known to me by the Beneficiary or based on inquiry made by this office: (1) Grantor's address is not part of a military installation; and (2) the Beneficiary has not been provided with any information that indicated that Grantor is a member of any branch of military service, whether active or reserve.

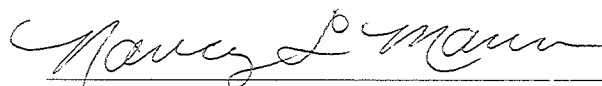
In construing this certificate the masculine includes the feminine, the singular includes the plural, the word "Grantor" includes any successor in interest to the grantor, the word "Trustee" includes any successor trustee, and the word "Beneficiary" includes any successor in interest to the beneficiary named in said Trust Deed.

  
\_\_\_\_\_

Michael P. Rudd

SUBSCRIBED AND SWORN to before me this 23 day of November, 2015.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission expires: 9-7-19

**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#16809 SALE

KIEST - BRIONES

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:

01/15/2016 01/22/2016 01/29/2016 02/05/2016

Total Cost: \$1191.80

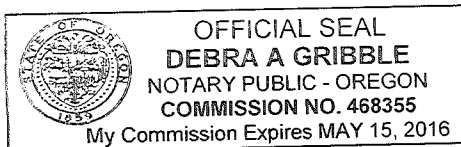
*Pat Bergstrom*

Subscribed and sworn by Pat Bergstrom before me on:  
5th day of February in the year of 2016

*Debra A Gribble*

Notary Public of Oregon

My commission expires on May 15, 2016



**NOTICE OF DEFAULT AND ELECTION TO SELL  
AND OF SALE**

WE ARE ATTEMPTING TO COLLECT A DEBT AND  
ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:  
Aangelina T.M. Briones, Grantor; AmeriTitle, Trustee; and Kenneth D. Kiest and Kellie Jean Smith Kiest, Trustees of the Kiest Family Living Trust, Beneficiary, recorded in Official/Microfilm Records, Volume 2011, Page 005277, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as 3722 Birdog Drive, Klamath Falls, Oregon ("Property"):

Lot 74 in Tract 1473 - PHEASANT RUN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

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Failed to make the monthly payment of \$1,176.55 due August 28, 2015 and monthly payments thereafter; failed

to pay 2015-2016 Klamath County real property taxes in

the amount of \$2,226.99, plus interest, if any; failed to pay South Suburban Sanitary District user fees for the year 2015-2016 in the amount of \$482.61, plus interest, if any

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:

\$113,733.48 principal plus interest thereon at the rate of

12% per annum from July 2, 2015; accrued interest of \$0.20; Klamath County real property taxes in the amount

of \$2,226.99, plus interest, if any, and South Suburban Sanitary District user fees for the year 2015-2016 in the amount of \$482.61, plus interest, if any, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms

of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on March 30, 2016, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine 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 86.783 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 86.783.

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 each and every grantor, *any successor in interest to the grantor as well as any* other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: November 18, 2015

TRUSTEE

/s/ Michael P. Rudd, Successor Trustee  
411 Pine Street, Klamath Falls, OR 97601  
#16809 January 15, 22, 29, February 05, 2016.