

AFTER RECORDING RETURN TO:

Kendell H. Ferguson
Sorenson, Ransom, Ferguson & Clyde, LLP
133 NW D Street
Grants Pass, OR 97526

AmeriTitle
MTC 66933AM

2016-005238

Klamath County, Oregon

05/18/2016 03:07:58 PM

Fee: \$72.00

RECORDING COVER PAGE

Affidavits of Service

Parties To Nonjudicial Foreclosure:

Grantor: DON V. BERRY, TRUSTEE OF THE DON V. BERRY REVOCABLE
LIVING TRUST DATED DECEMBER 1, 2000

Successor Trustee: KENDELL H. FERGUSON

Beneficiary: SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT and
SOUTH CENTRAL OREGON REGIONAL INVESTMENT BOARD

DO NOT REMOVE THIS PAGE FROM ORIGINAL DOCUMENT
THIS PAGE MUST BE INCLUDED IF DOCUMENT IS RE-RECORDED

After Recording Return to:

Kendell H. Ferguson
SORENSEN, RANSOM, FERGUSON & CLYDE, LLP
133 NW D Street
Grants Pass, OR 97526

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON, County of Josephine) ss.

I, KENDELL H. FERGUSON, being first duly sworn, say that:

At all times hereinafter mentioned I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and not the beneficiary or beneficiary's successor in interest named in the attached original notice of sale given under the terms of the trust deed described in the notice.

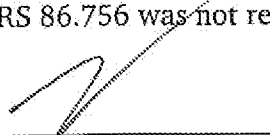
I gave notice of the sale of the real property described in the attached notice of sale by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

NAME	ADDRESS
Don V. Berry Trustee (Grantor) of the Don V. Berry Revocable Living Trust dated December 1, 2000	7025 Old Midland Road Klamath Falls, OR 97603
Unknown Occupants or Parties in Possession	2445 California Avenue Klamath Falls, OR 97601
Oregon Department of Revenue	P.O. Box 14725 Salem, OR 97309-5018

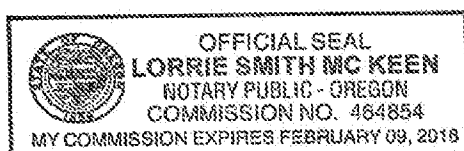
The above-named persons include (a) the grantor in the trust deed, (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, (c) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest, and (d) any person 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 , attorney for the trustee named in the notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Grants Pass, Oregon, on January 14, 2016. With respect to each person or entity listed above, one such notice was mailed with by first class mail delivery and another such notice was mailed by certified mail, return receipt requested. Both mailings were made with the required postage prepaid. Each of the notices was mailed after recording of the notice of default and election to sell described in the notice of sale.

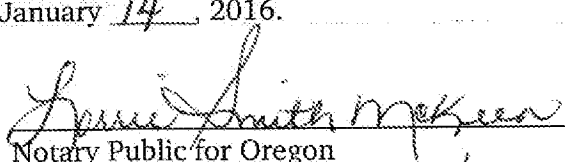
Included with the Trustee's Notice of Sale mailed to any Unknown Occupants/Parties in Possession, was the Notice to Residential Tenants. The trust deed is not a residential trust deed, therefore the Residential Notice provided for under ORS 86.756 was not required to be served on the Grantor.


Kendell H. Ferguson

SUBSCRIBED and SWORN to before on January 14, 2016.



SORENSEN, RANSOM & FERGUSON, LLP
ATTORNEYS AT LAW
133 NW 'D' STREET
GRANTS PASS, OREGON 97526
PHONE: (541) 476-3883
FAX: (541) 474-4495


Notary Public for Oregon
My Commission Expires: 2/9/2016

TRUSTEE'S NOTICE OF SALE

The obligations secured by the trust deed described in this notice are in default and the beneficiary has elected to foreclose the trust deed pursuant to ORS 86.705 through ORS 86.815. No action is currently pending to recover any part of the debt secured by the trust deed. The following information is given, pursuant to ORS 86.752 and ORS 86.771:

1. **PARTIES:** The parties to the trust deed described in this notice are: **Grantor:** DON V. BERRY, TRUSTEE OF THE DON V. BERRY REVOCABLE LIVING TRUST DATED DECEMBER 1, 2000;
Trustee: AMERITITLE,; **Beneficiaries:** SOUTH CENTRAL OREGON ECONOMIC DEVELOPMENT DISTRICT and SOUTH CENTRAL OREGON REGIONAL INVESTMENT BOARD.

2. **PROPERTY:** The address of the property covered by the trust deed is 2445 California Avenue, Klamath Falls, OR 97601, more particularly described as follows: Lot 4 in Block 15, BUENA VISTA ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

3. **DESCRIPTION OF THE TRUST DEED SUBJECT OF THIS NOTICE:** Dated June 25, 2009; recorded June 26, 2009; Records of Klamath County, Oregon, as Document Number 2009-09203.

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

Loan No. 1528.501: Failure to pay monthly installments of 436.29 each due on the 15th day of each month, unpaid for installments falling due on September 15, 2012, through December 15, 2015, inclusive;

Loan No. 1716.502: Failure to pay monthly installments of \$245.41 each due on the 15th day of each month, unpaid for installments falling due on September 15, 2012, through December 15, 2015, inclusive;

Real Property Taxes: Failure to pay when due all real property taxes and all assessments imposed against the property subject of the trust deed.

5. **BALANCE OWING:** The sums owing on the obligations secured by the trust deed are:

Loan No. 1528.501: The entire unpaid principal balance of Seventy-seven Thousand, Six Hundred Thirty-six and 18/100ths Dollars (\$77,636.18), together with interest thereon at the rate of five percent (5.0%) per annum from May 28, 2013 until paid, together with accrued interest of \$2,646.52 due on May 28, 2013; and

Loan No. 1716.502: The entire unpaid principal balance of Forty-three Thousand, Seven Hundred Forty-eight and 64/100ths Dollars (\$43,748.64), together with interest thereon at the rate of five percent (5.0%) per annum from May 28, 2013 until paid, together with accrued interest of \$1,418.65 due on May 28, 2013.

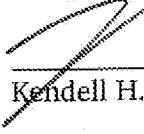
6. **ELECTION TO SELL:** The beneficiary and the trustee, by reason of the defaults set out above have elected to sell the property to satisfy the obligations secured by the trust deed. A Notice of Default has been recorded pursuant to ORS 86.752(3) and the beneficiary has declared all sums owing on the obligations secured by the trust deed immediately due and payable.

7. **SALE:** The property will be sold in the manner prescribed by law on May 26, 2016, at 11:00 A.M. in accord with the standard of time established by ORS 187.110, at the front entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Klamath County, Oregon.

8. **RIGHT TO CURE DEFAULT UNDER ORS 86.778:** Any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than the portion of the principal that would not be due had no default occurred) together with costs and expenses actually incurred in enforcing the obligations, including trustee's and attorney's fees (not exceeding the amounts provided by ORS 86.778) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the note and trust deed.

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

DATED: January 14, 2016


Kendell H. Ferguson, Trustee

STATE OF OREGON, County of Josephine) ss.

I, the undersigned, certify that I am the attorney or one of the attorneys for the above-named trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale.

SORENSEN, RANSOM & FERGUSON, LLP
ATTORNEYS AT LAW
133 NW "D" STREET
GRANTS PASS, OREGON 97526
PHONE: (541) 476-3883
FAX: (541) 474-4495

Attorney for said Trustee

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 26, 2016. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

☐ THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR

☐ AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left. You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- ☐ Is the result of an arm's-length transaction;
- ☐ Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- ☐ Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT: YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT: You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE:

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay.

If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property.

OTHERWISE:

- ☐ You do not owe rent;
- ☐ The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- ☐ You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Contact Information:

Oregon State Bar lawyer referral service: 503-684-3763 or toll free at 1-800-452-7636 or Oregon State Bar website: www.osbar.org

For information on free legal services and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>

**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 2445 California Ave. Klamath Falls, OR 97601

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to __ 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 st Attempt:	January 20, 2016	3:34 PM	POSTED
2 nd Attempt:	January 22, 2016	4:05 PM	POSTED
3 rd Attempt:	January 26, 2016	3:36 PM	POSTED

☐ **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 January 27, 2016, 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

Chelsey Chambers

2445 California Ave. Klamath Falls, OR 97601

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.

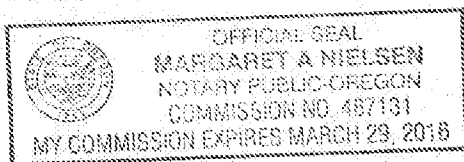
January 20, 2016 3:34 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By:

Chelsey Chambers

Subscribed and sworn to before on this 27 day of January, 2016.



Margaret A. Nielsen
Notary Public for Oregon

**AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH**

I, Pat Bergstrom, Legal Specialist, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#16939 SALE BERRY

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:

03/29/2016 04/05/2016 04/12/2016 04/19/2016

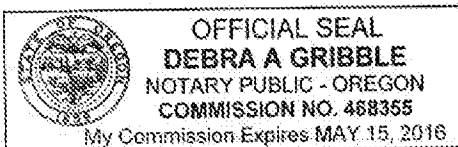
Total Cost: \$1131.00

Pat Bergstrom

Subscribed and sworn by Pat Bergstrom before me on:
19th day of April in the year of 2016

Debra A Gribble

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



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

DATED: January 14, 2016
Kendell H. Ferguson, Trustee
#16939 March 29, April 05, 12, 19, 2016.