

**2016-005504**

**Klamath County, Oregon**

**05/25/2016 03:02:25 PM**


**Fee: \$107.00**

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

TS # 60221-00662-NJ-OR-TT

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

STATE OF WASHINGTON  
COUNTY OF KING

 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:

ROGELIO PENA  
2457 ORCHARD WAY  
Klamath Falls, OR 97601

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  
2457 ORCHARD WAY  
Klamath Falls, OR 97601

BENEFICIAL OF OREGON, INC.  
1345 CENTER DRIVE, SUITE D  
MEDFORD, OR 97501

CARTER-JONES COLLECTION SERVICES, INC.  
512 CENTER STREET  
LAKEVIEW, OR 97630

CARTER-JONES COLLECTION SERVICES, INC.  
1143 PINE STREET  
KLAMATH FALLS, OR 97601

CARTER-JONES COLLECTION SERVICES, INC.  
P.O. BOX 145  
KLAMATH FALLS, OR 97601

CREDIT BUREAU OF KLAMATH COUNTY

839 MAIN STREET  
KLAMATH FALLS, OR 97601

ESKANOS & ADLER, P.C. C/O LVNV FUNDING, LLC  
975 OAK STREET, SUITE 600  
EUGENE, OR 97401

GREG PERKINS C/O LVNV FUNDING, LLC  
975 OAK STREET, SUITE 600  
EUGENE, OR 97401

LVNV FUNDING, LLC  
2325 CLAYTON ROAD  
CONCORD, CA 94520

NEAL G. BUCHANAN C/O CARTER-JONES COLLECTION SERVICE, INC  
435 OAK AVE.  
KLAMATH FALLS, OR 97601

NORTHERN CREDIT SERVICES  
P.O. BOX 820  
YREKA, CA 96097

OREGON DEPARTMENT OF REVENUE  
955 CENTER ST NE  
SALEM , OR 97301

OREGON DEPARTMENT OF REVENUE C/O CATHY #10 REVENUE AGENT, PTAC, COLLECTIONS  
PO BOX 14725  
SALEM, OR 97309

REGIONAL TRUSTEE SERVICES C/O RECORDS PROCESSING SERVICES  
577 LAMONT ROAD  
ELMHURST, IL 60126

U.S. BANK NATIONAL ASSOCIATION  
3000 LEADENHALL ROAD  
MOUNT LAUREL, NJ 08054

WEST COAST REALTY SERVICES, INC. C/O DALE THAYER, REGISTERED AGENT  
17011 BEACH BLVD., SUITE 300  
HUNTINGTON BEACH, CA 92647

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 3/28/16. 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: 3/28, 2016

By: *Christina J. [Signature]*  
*Christina J. [Signature]* Foreclosure Specialist  
(Name Title)

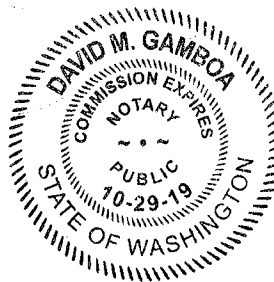
State of Washington )  
County of King )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2016 by  
*Christina J. [Signature]*

*[Signature]*  
NOTARY PUBLIC in and for the State of Washington,  
residing at *[Signature]*, County of *King*

*David M. Gamboa*  
(printed or typed name)

My appointment expires *10/29/2019*



**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:

2457 ORCHARD WAY  
Klamath Falls, OR 97601

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

The amount you would have had to pay as of February 29, 2016 to bring your mortgage loan current was \$24,233.24. 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: Foreclosure Department  
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: July 14, 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 U.S. Bank N.A. at 855-698-7627 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](http://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: March 1, 2016

Trustee name: Robinson Tait, P.S.

Trustee signature: \_\_\_\_\_

Printed Name: Craig Peterson OSB # 120365

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 ROGELIO PENA as grantor, to First AMERICAN TITLE as trustee, in favor of U.S. BANK, NATIONAL ASSOCIATION as beneficiary, dated December 8, 2000, recorded December 8, 2000, in the mortgage records of Klamath County, Oregon, as Document No. VOL M00, Page 44131, covering the following described real property situated in said county and state, to wit:

LOT 24, BLOCK 125, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, IN THE COUNTY OF KLAMATH, STATE OF OREGON BEING THE SAME PREMISES CONVEYED TO THE MORTGAGORS HEREIN BY DEED BEING RECORDED SIMULTANEOUSLY HERewith; THIS BEING A PURCHASE MONEY MORTGAGE GIVEN TO SECURE THE PURCHASE PRICE OF THE ABOVE DESCRIBED PREMISES.

PROPERTY ADDRESS: 2457 ORCHARD WAY, Klamath Falls, OR 97601

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 \$23,082.24 beginning May 1, 2012; plus other fees and costs in the amount of \$1,151.00; 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: \$39,570.91 with interest thereon at the rate of 7.75000 percent per annum beginning April 1, 2012, 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.

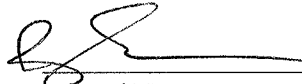
WHEREFORE, notice is hereby given that the undersigned trustee will on July 14, 2016, at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110, at Klamath County Courthouse Front Entrance, 316 Main Street, Klamath Falls, OR 97601, in the City of Klamath Falls, County of 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: 3/11, 2016



Printed Name: Brandon, OSB # 124584

Robinson Tait, P.S. Sm 177

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 July 14, 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](http://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](mailto:legalhelp@oregonstatebar.org).

**AFFIDAVIT OF SERVICE**

**TRUSTEE'S NOTICE OF SALE UPON OCCUPANT AND NOTICE TO TENANTS**

Case Number: N/A

Beneficiary:  
**U.S. BANK, NATIONAL ASSOCIATION**

vs.

Grantor:  
**ROGELIO PENA; ET AL**

Received by Alley Catz Process Services on the 12th day of March, 2016 at 10:53 am to be served on **ROGELIO PENA AND/OR ALL OTHER OCCUPANTS, 2457 ORCHARD WAY, KLAMATH FALLS, OR 97601.**

I, RON MILLER, being duly sworn, depose and say that on the **15th day of March, 2016 at 3:15 pm, I:**

**AFFIXED** a true copy of the **TRUSTEE'S NOTICE OF SALE UPON OCCUPANT AND NOTICE TO TENANTS** to the door at the address of: **2457 ORCHARD WAY, KLAMATH FALLS, OR 97601**, within the State of Oregon. On **3/15/2016 at 3:15 pm.**

**AFFIXED** a true copy of the **TRUSTEE'S NOTICE OF SALE UPON OCCUPANT AND NOTICE TO TENANTS** to the door at the address of: **2457 ORCHARD WAY, KLAMATH FALLS, OR 97601**, within the State of Oregon. On **3/18/2016 at 4:10 pm.**

**AFFIXED** a true copy of the **TRUSTEE'S NOTICE OF SALE UPON OCCUPANT AND NOTICE TO TENANTS** to the door at the address of: **2457 ORCHARD WAY, KLAMATH FALLS, OR 97601**, within the State of Oregon. On **3/22/2016 at 10:00 am.**

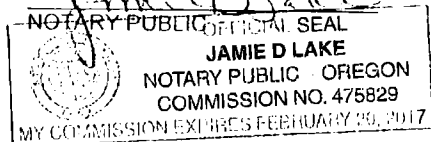
Deponent completed service by mailing a true copy of the **TRUSTEE'S NOTICE OF SALE UPON OCCUPANT AND NOTICE TO TENANTS** in a postpaid envelope to the address of: **2457 ORCHARD WAY, KLAMATH FALLS, OR 97601** bearing the words "Personal & Confidential" by First Class Mail on **3/22/2016** by **RON MILLER** from **KLAMATH** and placed in an official depository of the U.S.P.S. in the State of Oregon.

**AFFIDAVIT OF SERVICE For N/A**

I declare under penalty of perjury that I am a resident of the State of Oregon. 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.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that it is made for use as evidence in court and is subject to penalty for perjury.

Subscribed and Sworn to before me on 25<sup>th</sup> day  
of DECEMBER 2016 by



Ron Miller  
**RON MILLER**  
Process Server

**Alley Catz Process Services**  
420 S.E. Main St  
Roseburg, OR 97470  
(541) 679-9619

Our Job Serial Number: RRA-2016000655  
Ref: 2016001302

**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#16935 SALE PENA  
CASE:60221-00662-NJ-OR-TT  
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:  
03/18/2016 03/25/2016 04/01/2016 04/08/2016

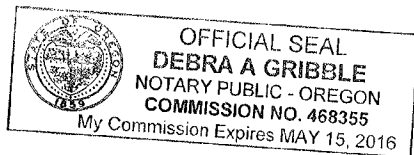
Total Cost: \$1418.00

*Pat Bergstrom*

Subscribed and sworn by Pat Bergstrom before me on:  
8th day of April in the year of 2016

*Debra A Gribble*

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



**TRUSTEE'S NOTICE OF SALE**

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PROPERTY ADDRESS:  
2457 ORCHARD WAY, Klamath Falls, OR 97601

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WHEREFORE, notice is hereby given that the undersigned trustee will on July 14, 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.

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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.

710 Second Ave, Suite 710, Seattle, WA 98104

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#16935 March 18, 25, April 01, 08, 2016.