



Recording Requested By:

**2016-006080**

**Klamath County, Oregon**

**06/09/2016 02:11:50 PM**

**Fee: \$222.00**

When Recorded Mail to:

Nathan F. Smith, Esq., OSB #120112  
c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

TS No. OR07000121-15-1

APN R890238

TO No. 8586365

## AFFIDAVIT OF MAILING

**GRANTEE:**

**GRANTOR:**

**BANK OF AMERICA, N.A.**

**JAMES S. ZBINDEN AND VERA B.**

**GATHARD, NOT AS TENANTS IN**

**COMMON BUT WITH FULL RIGHTS OF**

**SURVIVORSHIP**

**CURRENT TRUSTEE:**

**Nathan F. Smith, Esq., OSB #120112**

Recording Requested By:

When Recorded Mail to:

FIRST AMERICAN TITLE INSURANCE  
COMPANY  
c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

TS No. OR07000121-15-1

APN R890238

Title Order No. 8586365

### **AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE**

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, ELIZABETH ONOFRE, 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 CALIFORNIA, a competent person over the age of eighteen years, and not the Beneficiary or his successor in 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.

Notice of the sale of the real property described in the attached Trustee's Notice of Sale was sent by mailing a copy thereof by registered or certified mail and regular mail to each of the following named persons at their last known address, to-wit: SEE ATTACHED

Said person(s) include 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 the Beneficiary has actual notice, and any persons requesting notice as provided in ORS 86.785, and all junior lien holders as provided in ORS 86.740.

Each of the notices mailed was a true copy of the original Trustee's Notice of Sale by TRUSTEE CORPS, for FIRST AMERICAN TITLE INSURANCE COMPANY, 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 IRVINE, on February 11, 2016. Each of said notices was mailed after the Notice of Default and Election to Sell, described in said Trustee's Notice of Sale, and was recorded at least 120 days before the day fixed in said notice by the Trustee for the Trustee's Sale.

"Notice as required by and in accordance with ORS Chapter 646 was provided to Grantor(s) and successor in interest, if any."

Dated: 2/17/16  
Emofre  
By: Elizabeth Onofre  
Authorized Signatory

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA  
County of ORANGE

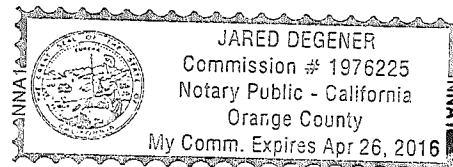
Jared Degener

On 2-17-16 before me, \_\_\_\_\_, Notary Public, personally appeared ELIZABETH ONOFRE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Jared Degener



Reverse Mortgage

**Declaration of mailing**

Trustee's Sale No. OR07000121-15-1

Date: 02/11/2016

Mailing: SALE

Page: 1

I, Elizabeth Onofre, declare: That I am an officer, agent, or employee of MTC Financial Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614 am over the age of eighteen years; On 02/11/2016 by Certified and First Class mail, enclosed in a sealed envelope with postage notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

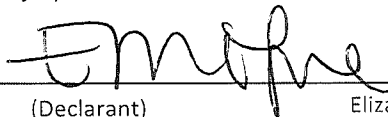
Number of Article	Name of Addressee, Street, and Post Office Address	First Class Fee	Cert Fee	R.R Fee
9214890151013901651480	CURRENT OCCUPANT 2730 HERITAGE COURT KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651497	VERNA B GATHARD 2730 HERITAGE COURT KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651503	VERNA B GATHARD 4190 BRISTOL COURT B KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651510	VERNA B GATHARD C/O VICKI YOUNG 3606 S. WESTERN WAY TUCSON, AZ 85735	0.71	4.16	1.40
9214890151013901651527	OCCUPANT(S) 2730 HERITAGE COURT KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651534	SECRETARY OF HOUSING AND URBAN DEVELOPMEN 451 SEVENTH STREET SW WASHINGTON, DC 20410	0.71	4.16	1.40
9214890151013901651541	SECRETARY OF HOUSING AND URBAN DEVELOPMEN C/O WORLD ALLIANCE FINANCIAL CORP 3 HUNTINGTON QUADRANGLE SUITE 201N MELVILLE, NY 11747	0.71	4.16	1.40
9214890151013901651558	THE ESTATE OF JAMES S. ZBINDEN, DECEASED 2730 HERITAGE COURT KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651565	THE ESTATE OF JAMES S. ZBINDEN, DECEASED 4190 BRISTOL COURT B KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651572	THE ESTATE OF JAMES S. ZBINDEN, DECEASED C/O JON ZBINDEN 817 NE BROADWAY ST PORTLAND, OR 97232	0.71	4.16	1.40

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
10		

I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

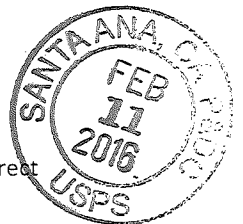
02/11/2016

(Date)



(Declarant)

Elizabeth Onofre, Mailing Processor



# Declaration of mailing

Reverse Mortgage

Trustee's Sale No. OR07000121-15-1

Date: 02/11/2016  
Mailing: SALE  
Page: 2

I, Elizabeth Onofre, declare: That I am an officer, agent, or employee of MTC Financial Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614 am over the age of eighteen years; On 02/11/2016 by Certified and First Class mail, enclosed in a sealed envelope with postage notices, a true and correct copy of which is hereunto attached and made part hereof, addressed to following:

Number of Article	Name of Addressee, Street, and Post Office Address	First Class Fee	Cert Fee	R.R Fee
9214890151013901651589	THE ESTATE OF JAMES S. ZBINDEN, DECEASED C/O VICKI L. YOUNG 3606 S. WESTERN WAY TUCSON, AZ 85735	0.71	4.16	1.40
9214890151013901651596	JAMES S. ZBINDEN 2730 HERITAGE COURT KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651602	JAMES S. ZBINDEN 4190 BRISTOL COURT B KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901651619	JAMES S. ZBINDEN C/O JON ZBINDEN 817 NE BROADWAY ST PORTLAND, OR 97232	0.71	4.16	1.40
9214890151013901651626	JAMES S. ZBINDEN C/O VICKI L. YOUNG 3606 S. WESTERN WAY TUCSON, AZ 85735	0.71	4.16	1.40

Firstclass Total: \$10.65 Postage Total: \$62.40 RR Total: \$21.00

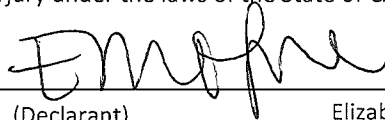
Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
5		

Total:\$94.05

I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

02/11/2016

(Date)



(Declarant)

Elizabeth Onofre, Mailing Processor



## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, JAMES S. ZBINDEN AND VERA B. GATHARD, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP as Grantor to PARADISE SETTLEMENT SERVICES as Trustee, in favor of WORLD ALLIANCE FINANCIAL CORP as Beneficiary dated as of December 18, 2008 and recorded on December 29, 2008 as Instrument No. 2008-016863 and re-recorded on February 2, 2009 as Instrument No. 2009-001177 and the beneficial interest was assigned to **BANK OF AMERICA, N.A.** and recorded April 22, 2010 as Instrument Number 2010-004812 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: **R890238**

**LOT 30, SIERRA HEIGHTS, TRACT 1383, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as: **2730 HERITAGE COURT, KLAMATH FALLS, OR 97603**

Both the Beneficiary, **BANK OF AMERICA, N.A.**, and the Trustee, Nathan F. Smith, Esq., OSB #120112, have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes. The default for which the foreclosure is made is the Grantor's failure to pay: **Failed to pay the principal balance which became all due and payable based upon the move-out by all mortgagors from the property, ceasing to use the property as the principal residence**

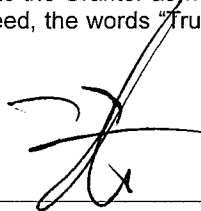
By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of **\$235,500.66** together with interest thereon from **December 30, 2014** until paid; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **June 24, 2016** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601** County of Klamath, sell at public auction to the highest bidder for cash the interest in the said described real property which the Grantor had or had power to convey at the time of the execution by him of the said Trust Deed, together with any interest which the Grantor or his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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 masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any.

Dated: February 5, 2016



By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

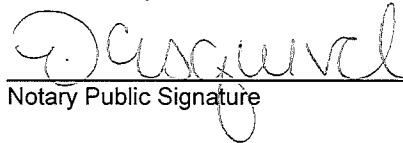
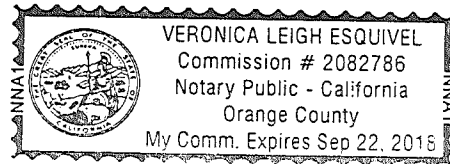
STATE OF CALIFORNIA

COUNTY OF ORANGE

On February 5, 2016, before me, VERONICA LEIGH ESQUIVEL, Notary Public, personally appeared NATHAN F. SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

FOR SALE INFORMATION PLEASE CALL:  
In Source Logic at 702-659-7766  
Website for Trustee's Sale Information: [www.insourcelogic.com](http://www.insourcelogic.com)

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

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

**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:  
2730 HERITAGE COURT, KLAMATH FALLS, Oregon 97603.

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

The amount you would have had to pay as of February 4, 2016 to bring your mortgage loan current was \$261,850.65. 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 866-799-7724 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:

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o Trustee Corps  
17100 Gillette Ave.  
Irvine, CA 92614  
949-252-8300

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

Date and Time: June 24, 2016 at 10:00 AM

Place: on the Main Street entrance steps to the Klamath County  
Circuit Court, 316 Main St, Klamath Falls, OR 97601,  
County of Klamath

**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 Reverse Mortgage Solutions at phone no 866-799-7724 to find out if your lender is willing to give you more time or change the terms of your loan.

4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you can visit its website at <http://www.osbar.org>. Legal assistance may be available to you if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: February 5, 2016

A handwritten signature in black ink, appearing to be 'Nathan F. Smith', written over a horizontal line.

By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 24, 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.

**Oregon Law Center**  
**Portland: 503-473-8329**  
**Coos Bay: 800-303-3638**  
**Ontario: 888-250-9877**  
**Salem: 503-485-0696**  
**Grants Pass: 541-476-1058**  
**Woodburn: 800-973-9003**  
**Hillsboro: 877-726-4381**  
**<http://www.oregonlawcenter.org/>**

**Oregon State Bar's Lawyer Referral Service** at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <http://www.osbar.org>

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org>

**For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)**

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 24, 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.

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**Portland: 503-473-8329**  
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**Grants Pass: 541-476-1058**  
**Woodburn: 800-973-9003**  
**Hillsboro: 877-726-4381**  
**<http://www.oregonlawcenter.org/>**

**Oregon State Bar's Lawyer Referral Service** at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <http://www.osbar.org>

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

AA  
Amarillo  
NTC 82366AM

2016-001239  
Klamath County, Oregon  
02/08/2016 02:34:00 PM  
Fee: \$62.00

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
JAMES S. ZBINDEN AND VERA B.  
GATHARD, NOT AS TENANTS IN  
COMMON BUT WITH FULL RIGHTS OF  
SURVIVORSHIP, Grantor  
To:  
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB  
#120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614

TS No. OR07000121-15-1

APN R890238

TO No 8586365

Reference is made to that certain Trust Deed made by JAMES S. ZBINDEN AND VERA B. GATHARD, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP as Grantor, to PARADISE SETTLEMENT SERVICES as Trustee, in favor of WORLD ALLIANCE FINANCIAL CORP as original Beneficiary, dated as of December 18, 2008 and recorded December 29, 2008 in the records of Klamath County, Oregon as Instrument No. 2008-016863 and re-recorded February 2, 2009 as Instrument No. 2009-001177 and the beneficial interest was assigned to **BANK OF AMERICA, N.A.** and recorded April 22, 2010 as Instrument Number 2010-004812 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: **R890238**

**LOT 30, SIERRA HEIGHTS, TRACT 1383, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, **BANK OF AMERICA, N.A.**, and no appointments of a successor Trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by Grantor or other person owing an obligation, performance of which is secured by the Trust Deed or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is: **Failed to pay the principal balance which became all due and payable based upon the move-out by all mortgagors from the property, ceasing to use the property as the principal residence**

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:

1. Principal balance of **\$235,500.66**
2. **\$5,546.87** in Unpaid Interest through February 4, 2016.
3. **\$510.00** in Servicing fee.
4. **\$11,103.10** in MIP/PMI Advances.
5. **\$7,580.52** in Corporate Advances.
6. **\$1,609.50** in Unpaid Attorney Costs.
7. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

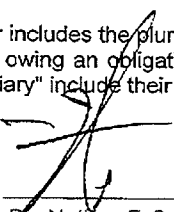
Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to

Notice is further given that any person named in ORS 86.753 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), together with costs, Trustee's and attorney's fees, 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, at any time prior to five days before the date last set for sale.

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 gender 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 said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: February 5, 2016

  
By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

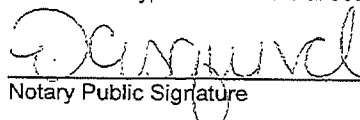
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On February 5, 2016, before me, VERONICA LEIGH ESQUIVEL, Notary Public, personally appeared NATHAN F. SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

FOR SALE INFORMATION PLEASE CALL:  
In Source Logic at 702-659-7766  
Website for Trustee's Sale Information: [www.insourcelogic.com](http://www.insourcelogic.com)

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

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

AFTER RECORDING RETURN TO:



**CERTIFICATE OF COMPLIANCE  
STATE OF OREGON  
FORECLOSURE AVOIDANCE PROGRAM**

Mark Ramsey  
For Malcolm & Cisneros, For Reverse Mortgage Solutions  
2112 Business Center Drive  
Irvine, CA 92612

11/4/2015

Grantor:	Verna B. Gathard
Beneficiary:	Bank of America, N.A.
Property Address:	2730 Heritage Court Klamath Falls, OR 97603
Instrument / Recording No. Date / County	Instrument Number: 2009-001177 Recording Number: 2009-001177 Loan Number: <span style="background-color: black; color: black;">XXXXXXXXXX</span> 2/2/2009 Klamath
Case Number	BI-150921-1783

1. The Service Provider hereby certifies that:

☐

The beneficiary and/or its agent complied with the requirements of Oregon Laws 2013, Chapter 304, sections 2, 3, and 4;  
or

☒

The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 4 day of November, 2015.

Compliance Officer, Oregon Foreclosure Avoidance Program

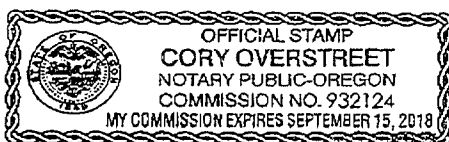
STATE OF OREGON           )  
  ) ss.  
County of Multnomah       )

The foregoing instrument was acknowledged before me on  
as Compliance Officer of Mediation Case Manager.

NOVEMBER 4<sup>TH</sup>, 2015, by

APRIL CURTIS

[Print Name]



Notary Public - State of Oregon

My Commission Expires: 09/15/2018



Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq., OSB #120112  
c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

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TS No. OR07000121-15-1

APN R890238

TO No. 8586365

## AFFIDAVIT OF COMPLIANCE

**AFFIDAVIT OF COMPLIANCE**  
**With ORS 86.748 (Oregon Laws 2013, Chapter 304, Section 9)**

Grantor(s):	JAMES S. ZBINDEN AND VERNA B. GATHARD, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP
Beneficiary:	BANK OF AMERICA, N.A.
Trustee:	Nathan F. Smith, Esq., OSB #120112
Property Address:	2730 HERITAGE COURT, KLAMATH FALLS, OR 97603
Instrument Recording Number:	2008-016863

I, the undersigned, being duly sworn, hereby depose and say that:

1. I am the foreclosure specialist of BANK OF AMERICA, N.A., through its duly appointed Attorney in Fact, Reverse Mortgage Solutions, Inc. who is the Beneficiary of the above-referenced instrument.

2. The Beneficiary has determined that the Grantor(s) of the above-referenced instrument:

☒ Is not eligible for a foreclosure avoidance measure: or

☐ Has not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) agreed: or

☐ Has not requested a foreclosure avoidance measure

3.

☐ The Beneficiary mailed written notice, in plain language, explaining the basis for the Beneficiary's determination to the Grantor(s) and to the Oregon Department of Justice within 10 days after making the determination as required by ORS 86.748.

☒ The Grantor(s) did not request a foreclosure avoidance measure

4. By reason of the above, the Beneficiary has complied with the requirements of ORS 86.748.

BANK OF AMERICA, N.A., through its duly appointed Attorney in Fact, Reverse Mortgage Solutions, Inc.



Signature

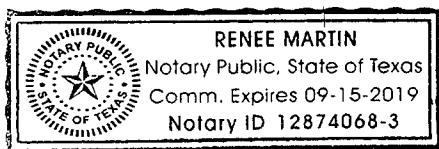
Deneen Sowell

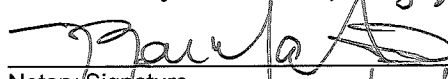
Print Name

County of Harris

State of Texas

Subscribed and sworn to (or affirmed) before me this 27 day of May,  
2016, by Deneen Sowell of Reverse Mortgage Solutions, Inc.



  
Notary Signature

My commission expires: 9/15/19

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq., OSB #120112  
c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

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TS No. OR07000121-15-1

APN R890238

TO No. 8586365

## AFFIDAVIT OF PUBLICATION

**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#16873 SALE OR16-000049-1


ZBINDEN / GATHARD


a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

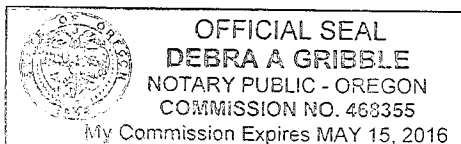
Insertion(s) in the following issues:

03/03/2016 03/10/2016 03/17/2016 03/24/2016

Total Cost: \$1243.00

  
Subscribed and sworn by Pat Bergstrom before me on:  
24th day of March in the year of 2016

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



TS No. OR07000121-15-1 APN R890238  
TO No 8586365  
**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Trust Deed made by JAMES S. ZBINDEN AND VERA B. GATHARD, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP as Grantor to PARADISE SETTLEMENT SERVICES as Trustee, in favor of WORLD ALLIANCE FINANCIAL CORP as Beneficiary dated as of December 18, 2008 and recorded on December 29, 2008 as Instrument No. 2008-016863 and re-recorded on February 2, 2009 as Instrument No. 2009-001177 and the beneficial interest was assigned to BANK OF AMERICA, N.A. and recorded February 8, 2016 as Instrument Number 2016-001237 of official records in the Office of the Recorder of Klamath County, Oregon to-wit: APN: R890238 LOT 30, SIERRA HEIGHTS, TRACT 1383, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 2730 HERITAGE COURT, KLAMATH FALLS, OR 97603

Both the Beneficiary, BANK OF AMERICA, N.A., and the Trustee, Nathan F. Smith, Esq., OSB #120112, have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes. The default for which the foreclosure is made is the Grantor's failure to pay: Failed to pay the principal balance which became all due and payable based upon the move-out by all mortgagors from the property, ceasing to use the property as the principal residence

By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of \$235,500.66 together with interest thereon from December 30, 2014 until paid; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on June 24, 2016 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601 County of Klamath, sell at public auction to the highest bidder for cash the interest in the said described real property which the Grantor had or had power to convey at the time of the execution by him of the said Trust Deed, together with any interest which the Grantor or his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale. 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 masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any. Dated: February 5, 2016 By: Nathan F. Smith, Esq., OSB #120112 Successor Trustee Malcolm & Cisneros, A Law Corporation Attention: Nathan F. Smith, Esq., OSB #120112 c/o TRUSTEE CORPS 17100 Gillette Ave, Irvine, CA 92614 949-252-8300 FOR SALE INFORMATION PLEASE CALL: In Source Logic at 702-659-7766 Website for Trustee's Sale Information: [www.insourcelogic.com](http://www.insourcelogic.com). Order No. OR16-000049-1, Pub Dates 03/03/2016, 03/10/2016, 03/17/2016, 03/24/2016  
#16873 March 03, 10, 17, 24, 2016.

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq., OSB #120112  
c/o Trustee Corps  
17100 Gillette Ave  
Irvine, CA 92614

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TS No. OR07000121-15-1

APN R890238

TO No. 8586365

## AFFIDAVIT OF SERVICE

**AFFIDAVIT OF POSTING**

STATE OF OREGON

County of Klamath

ss.

I, Robert Bolenbaugh, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale, Notice of Default and Election to Sell, Notice You Are in Danger of Losing Your Property, and Notice to Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**2730 Heritage Court  
Klamath Falls, OR 97603**

As follows:

On 02/16/2016 at 9:15 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).

On 02/22/2016 at 1:27 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

On 02/26/2016 at 3:14 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

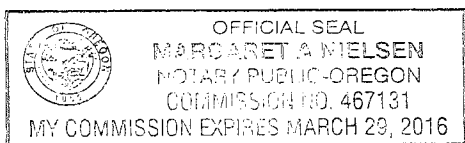
I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME  
this 3rd day of March, 2016  
by Robert Bolenbaugh.

*Margaret A. Nielsen*  
Notary Public for Oregon

X

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



\*323300\*

**AFFIDAVIT OF MAILING**

STATE OF OREGON

County of Klamath

ss.

I, Robert Bolenbaugh, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On March 01, 2016, I mailed a copy of the Trustee's Notice of Sale, Notice of Default and Election to Sell, Notice You Are in Danger of Losing Your Property, and Notice to Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT**  
**2730 Heritage Court**  
**Klamath Falls, OR 97603**

This mailing completes service upon an occupant at the above address with an effective date of **02/16/2016** as calculated pursuant to ORS 86.774 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 3rd day of March, 2016  
by Robert Bolenbaugh.

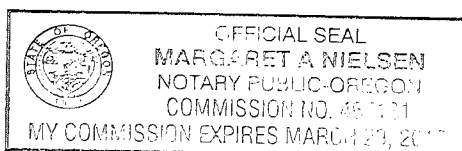
*Margaret A. Nielsen*  
Notary Public for Oregon

X

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



\*323300\*



## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, JAMES S. ZBINDEN AND VERA B. GATHARD, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP as Grantor to PARADISE SETTLEMENT SERVICES as Trustee, in favor of WORLD ALLIANCE FINANCIAL CORP as Beneficiary dated as of December 18, 2008 and recorded on December 29, 2008 as Instrument No. 2008-016863 and re-recorded on February 2, 2009 as Instrument No. 2009-001177 and the beneficial interest was assigned to **BANK OF AMERICA, N.A.** and recorded February 8, 2016 as Instrument Number 2016-001237 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: R890238

**LOT 30, SIERRA HEIGHTS, TRACT 1383, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as: **2730 HERITAGE COURT, KLAMATH FALLS, OR 97603**

Both the Beneficiary, **BANK OF AMERICA, N.A.**, and the Trustee, Nathan F. Smith, Esq., OSB #120112, have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes. The default for which the foreclosure is made is the Grantor's failure to pay: **Failed to pay the principal balance which became all due and payable based upon the move-out by all mortgagors from the property, ceasing to use the property as the principal residence**

By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of **\$235,500.66** together with interest thereon from **December 30, 2014** until paid; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **June 24, 2016** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601** County of Klamath, sell at public auction to the highest bidder for cash the interest in the said described real property which the Grantor had or had power to convey at the time of the execution by him of the said Trust Deed, together with any interest which the Grantor or his successors in interest acquired after the execution of said Trust Deed, to satisfy the foregoing 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 Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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.



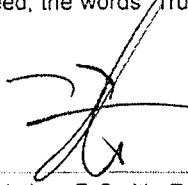
TS No. OR07000121-15-1

APN R890238

TO No 8586365

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any.

Dated: February 5, 2016



By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

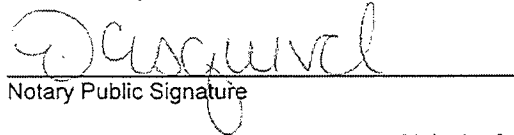
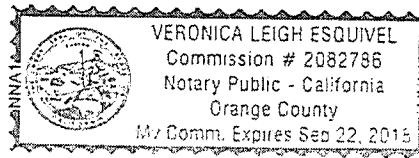
STATE OF CALIFORNIA

COUNTY OF ORANGE

On February 5, 2016, before me, VERONICA LEIGH ESQUIVEL, Notary Public, personally appeared NATHAN F. SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

FOR SALE INFORMATION PLEASE CALL:

In Source Logic at 702-659-7766

Website for Trustee's Sale Information: [www.insourcelogic.com](http://www.insourcelogic.com)

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

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

**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:  
2730 HERITAGE COURT, KLAMATH FALLS, Oregon 97603.

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

The amount you would have had to pay as of February 4, 2016 to bring your mortgage loan current was \$261,850.65. 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 866-799-7724 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:

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o Trustee Corps  
17100 Gillette Ave.  
Irvine, CA 92614  
949-252-8300

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

Date and Time: June 24, 2016 at 10:00 AM

Place: on the Main Street entrance steps to the Klamath County  
Circuit Court, 316 Main St, Klamath Falls, OR 97601,  
County of Klamath

**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

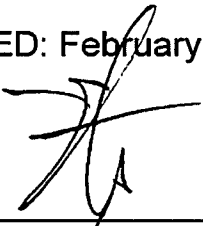
five days before the sale.

2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Reverse Mortgage Solutions at phone no 866-799-7724 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you can visit its website at <http://www.osbar.org>. Legal assistance may be available to you if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

**WARNING:** You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: February 5, 2016



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By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 24, 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.

**Oregon Law Center**  
**Portland: 503-473-8329**  
**Coos Bay: 800-303-3638**  
**Ontario: 888-250-9877**  
**Salem: 503-485-0696**  
**Grants Pass: 541-476-1058**  
**Woodburn: 800-973-9003**  
**Hillsboro: 877-726-4381**  
**<http://www.oregonlawcenter.org/>**

**Oregon State Bar's Lawyer Referral Service** at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <http://www.osbar.org>

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org>

**For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)**

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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.

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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.

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For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

AmeriTitle  
MTC 82366AM

2016-001239  
Klamath County, Oregon  
02/08/2016 02:34:00 PM  
Fee: \$62.00

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
JAMES S. ZBINDEN AND VERA B.  
GATHARD, NOT AS TENANTS IN  
COMMON BUT WITH FULL RIGHTS OF  
SURVIVORSHIP, Grantor  
To:  
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB  
#120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614

At the request of First American this  
document is being Rerecorded to add a  
missing page as previously recorded in  
2016-001239.

2016-001359  
Klamath County, Oregon  
02/11/2016 10:24:59 AM  
Fee: \$72.00

TS No. OR07000121-15-1

APN R890238

TO No 8586365

Reference is made to that certain Trust Deed made by JAMES S. ZBINDEN AND VERA B. GATHARD, NOT AS TENANTS IN COMMON BUT WITH FULL RIGHTS OF SURVIVORSHIP as Grantor, to PARADISE SETTLEMENT SERVICES as Trustee, in favor of WORLD ALLIANCE FINANCIAL CORP as original Beneficiary, dated as of December 18, 2008 and recorded December 29, 2008 in the records of Klamath County, Oregon as Instrument No. 2008-016863 and re-recorded February 2, 2009 as Instrument No. 2009-001177 and the beneficial interest was assigned to BANK OF AMERICA, N.A. and recorded April 22, 2010 as Instrument Number 2010-004812 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R890238

**LOT 30, SIERRA HEIGHTS, TRACT 1383, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, BANK OF AMERICA, N.A., and no appointments of a successor Trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by Grantor or other person owing an obligation, performance of which is secured by the Trust Deed or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is: **Failed to pay the principal balance which became all due and payable based upon the move-out by all mortgagors from the property, ceasing to use the property as the principal residence**

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:

1. Principal balance of \$235,500.66
2. \$5,546.87 in Unpaid Interest through February 4, 2016.
3. \$510.00 in Servicing fee.
4. \$11,103.10 in MIP/PMI Advances.
5. \$7,580.52 in Corporate Advances.
6. \$1,609.50 in Unpaid Attorney Costs.
7. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to



foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by Grantor of the Trust Deed, together with any interest Grantor or Grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the Trust Deed and the expenses of the sale, including the compensations of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

The Sale will be held at the hour of **10:00 AM**, in accord with the standard of time established by ORS 187.110, on **June 24, 2016** at the following place: **on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601**

Other than as shown of record, neither the Beneficiary nor the Trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the Trustee in the Trust Deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property except:

VERNA B GATHARD  
2730 HERITAGE COURT, KLAMATH FALLS, OR 97603

VERNA B GATHARD  
4190 BRISTOL COURT B, KLAMATH FALLS, OR 97603

OCCUPANT(S)  
2730 HERITAGE COURT, KLAMATH FALLS, OR 97603

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
451 SEVENTH STREET SW, WASHINGTON, DC 20410

SECRETARY OF HOUSING AND URBAN DEVELOPMENT  
C/O WORLD ALLIANCE FINANCIAL CORP, 3 HUNTINGTON QUADRANGLE SUITE 201N, MELVILLE, NY 11747

THE ESTATE OF JAMES S. ZBINDEN, DECEASED  
2730 HERITAGE COURT, KLAMATH FALLS, OR 97603

THE ESTATE OF JAMES S. ZBINDEN, DECEASED  
C/O VICKI L. YOUNG, 3606 S. WESTERN WAY, TUCSON, AZ 85735

THE ESTATE OF JAMES S. ZBINDEN, DECEASED  
C/O JON ZBINDEN, 817 NE BROADWAY ST, PORTLAND, OR 97232

THE ESTATE OF JAMES S. ZBINDEN, DECEASED  
4190 BRISTOL COURT B, KLAMATH FALLS, OR 97603

JAMES S. ZBINDEN  
2730 HERITAGE COURT, KLAMATH FALLS, OR 97603

JAMES S. ZBINDEN  
C/O VICKI L. YOUNG, 3606 S. WESTERN WAY, TUCSON, AZ 85735

JAMES S. ZBINDEN  
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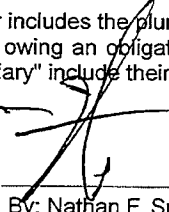
JAMES S. ZBINDEN  
4190 BRISTOL COURT B, KLAMATH FALLS, OR 97603

Notice is further given that any person named in ORS 86.753 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), together with costs, Trustee's and attorney's fees, 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, at any time prior to five days before the date last set for sale.

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 gender 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 said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: February 5, 2016

  
By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

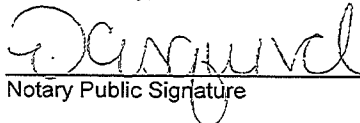
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

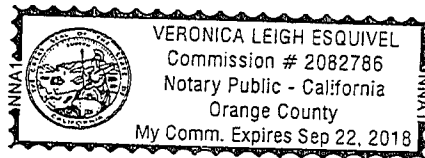
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On February 5, 2016, before me, VERONICA LEIGH ESQUIVEL, Notary Public, personally appeared NATHAN F. SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

FOR SALE INFORMATION PLEASE CALL:  
In Source Logic at 702-659-7766  
Website for Trustee's Sale Information: [www.insourcelogic.com](http://www.insourcelogic.com)

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

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

AFTER RECORDING RETURN TO:



**CERTIFICATE OF COMPLIANCE  
STATE OF OREGON  
FORECLOSURE AVOIDANCE PROGRAM**

Mark Ramsey  
For Malcolm & Cisneros, For Reverse Mortgage Solutions  
2112 Business Center Drive  
Irvine, CA 92612

11/4/2015

Grantor:	Verna B. Gathard
Beneficiary:	Bank of America, N.A.
Property Address:	2730 Heritage Court Klamath Falls, OR 97603
Instrument / Recording No. Date / County	Instrument Number: 2009-001177 Recording Number: 2009-001177 Loan Number: [REDACTED] 2/2/2009 Klamath
Case Number	BI-150921-1783

1. The Service Provider hereby certifies that:

☐

The beneficiary and/or its agent complied with the requirements of Oregon Laws 2013, Chapter 304, sections 2, 3, and 4;  
or

☒

The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 4 day of November, 2015.

April Curtis  
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON           )  
  ) ss.  
County of Multnomah       )

The foregoing instrument was acknowledged before me on NOVEMBER 4<sup>TH</sup>, 2015, by APRIL CURTIS  
as Compliance Officer of Mediation Case Manager. [Print Name]



[Signature]  
Notary Public - State of Oregon  
My Commission Expires: 09/15/2018