

**2016-006740**  
**Klamath County, Oregon**  
06/27/2016 11:59:40 AM  
Fee: \$72.00

RECORDING COVER SHEET  
AFTER RECORDING RETURN TO:  
Hershner Hunter, LLP  
Attn: Lisa Summers  
PO Box 1475  
Eugene, OR 97440-1475

1. NAME OR TITLE OF THE TRANSACTION(S) -- ORS 205.234:

**Second Affidavit of Mailing of Notice of Sale  
Affidavit of Mailing Notice of Postponement of Trustee's Sale**

2. GRANTEE (ORIGINAL GRANTOR ON TRUST DEED):

DION J. KELLEY AND RINNY R. KELLEY

3. GRANTOR- SUCCESSOR TRUSTEE:

NANCY K. CARY

4. BENEFICIARY:

WASHINGTON FEDERAL, N.A., fka WASHINGTON FEDERAL SAVINGS,  
SUCCESSOR BY MERGER TO SOUTH VALLEY BANK & TRUST

5. ORIGINAL TRUST DEED INFORMATION:

Date Recorded: March 1, 2000  
Recording: Vol: M00; Page: 6478  
Official Records of Klamath County, Oregon

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENTS FOR RECORDING, ANY ERRORS CONTAINED IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENTS THEMSELVES.

## SECOND AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, NANCY K. CARY, being first duly sworn, depose and say:

1. I am the Successor Trustee of the Trust Deed described in the attached Trustee's Notice of Sale.

2. I served the attached Trustee's Notice of Sale upon the following parties by depositing true copies thereof in the United States Mail at Eugene, Oregon, on June 21, 2016:

Ford Motor Credit Company  
Attn: Jamie A. Forbes, Attorney  
2180 Harvard St., Ste. 160  
Sacramento CA 95815

Ford Motor Credit Company  
c/o Ford Motor Credit Company One  
American Road, MD 7440  
Dearborn MI 48126

Ford Motor Credit Company  
c/o C T Corporation System, Registered Agent  
388 State St., Ste. 420  
Salem OR 97301

Ford Motor Credit Company  
1 American Road, Legal Office-MD 7440  
Dearborn MI 7440

3. The above copies were enclosed in sealed envelopes addressed to the parties named above at the addresses set forth below their names which, to the best of my knowledge, were their last known addresses as of the date of mailing. The copies were mailed by certified mail, return receipt requested, and by first class mail, with postage prepaid.

STATE OF OREGON )  
COUNTY OF LANE ) ss.  
 )

Nancy K. Cary, Successor Trustee

Signed and sworn to before me on June 21, 2016, by NANCY K. CARY, Successor Trustee.



  
Notary Public for Oregon  
My Commission Expires: 10/4/2019

The following Trustee's Notice of Sale is served on you (if mailed, by certified mail, return receipt requested and first class mail) pursuant to ORS Chapter 86, requiring notice of the foreclosure to be given to the grantor of the trust deed, to certain successors in interest of the grantor and junior lien holders, and to the occupants of the property.

TO:

TRUSTEE'S NOTICE OF SALE

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.771, the following information is provided:

1. PARTIES:

Grantor:	DION J. KELLEY AND RINNY R. KELLEY
Trustee:	AMERITITLE
Successor Trustee:	NANCY K. CARY
Beneficiary:	WASHINGTON FEDERAL, N.A., fka WASHINGTON FEDERAL SAVINGS, SUCCESSOR BY MERGER TO SOUTH VALLEY BANK & TRUST

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

Lot 8 in Block 40 of TRACT 1184, OREGON SHORES, UNIT 2, FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: March 1, 2000  
Recording: Vol: M00; Page: 6478  
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$411.00 each, due the first of each month, for the months of August 2015 through January 2016; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$16,302.78; plus interest at the rate of 8.00% per annum from July 1, 2015; plus late charges of \$73.90; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed. A Trustee's Notice of Default and Election to Sell Under Terms of Trust Deed has been recorded in the Official Records of Klamath County, Oregon.

7. TIME OF SALE.

Date: June 23, 2016  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.778 has the right, at any time that is not later than five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.778.

NOTICE REGARDING POTENTIAL HAZARDS

(This notice is required for notices of sale sent on or after January 1, 2015.)

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 23, 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 01197557.DOCX

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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You may reach the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

Any questions regarding this matter should be directed to Lisa Summers, Paralegal, (541) 686-0344 (TS #15148.31010).

DATED: January 28, 2016. Nancy K. Cary, Successor Trustee, Hershner Hunter, LLP, P.O. Box 1475, Eugene, OR 97440.

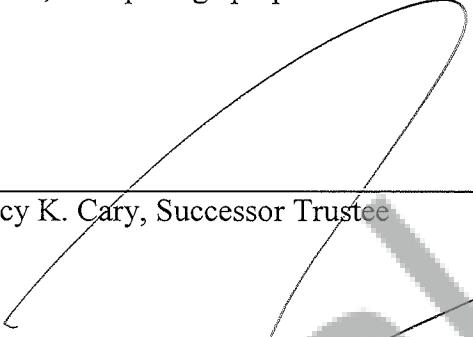
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FAIR DEBT COLLECTION PRACTICES ACT NOTICE

We are attempting to collect a debt on behalf of the beneficiary named above (also referred to as the "creditor") and any information obtained will be used for that purpose. This debt is owed to the creditor in the amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.

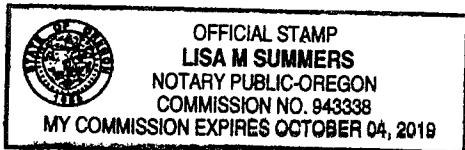
Unofficial  
Copy

were their last known addresses as of the date of mailing. The copies were mailed by certified mail, return receipt requested, and by first class mail, with postage prepaid.

  
Nancy K. Cary, Successor Trustee

Signed and sworn to before me on June 23, 2016, by NANCY K. CARY, Successor Trustee.

  
Lisa M. Summers  
Notary Public for Oregon  
My Commission Expires: 10/4/2019



**unofficial copy**

## NOTICE OF POSTPONEMENT OF TRUSTEE'S SALE

### 1. PARTIES:

Grantor: DION J. KELLEY AND RINNY R. KELLEY  
Trustee: AMERITITLE  
Successor Trustee: NANCY K. CARY  
Beneficiary: WASHINGTON FEDERAL, N.A., fka WASHINGTON FEDERAL SAVINGS, SUCCESSOR BY MERGER TO SOUTH VALLEY BANK & TRUST

### 2. DESCRIPTION OF PROPERTY: The real property is described as follows:

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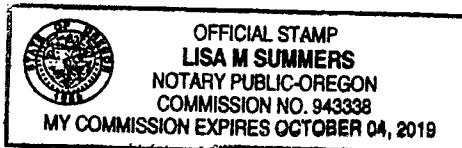
You are hereby notified that the foreclosure sale scheduled for June 23, 2016, at 11:00 a.m., at Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon was postponed and will be held on:

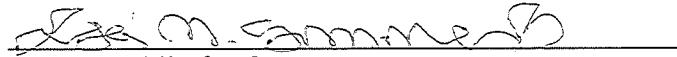
### 4. TIME OF SALE.

Date: August 18, 2016.  
Time: 11:00 a.m.  
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

NANCY K. CARY, Successor Trustee

Signed and sworn to before me on June 23, 2016, by NANCY K. CARY, Successor Trustee.



  
Notary Public for Oregon  
My Commission Expires: 10/4/2019 (15148.31010)

FAIR DEBT COLLECTION PRACTICES ACT NOTICE  
This communication is from a debt collector.