

**2016-009562**

**Klamath County, Oregon**

**09/08/2016 03:10:00 PM**

**Fee: \$222.00**

Recording Requested By:

When Recorded Mail to:

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

TS No. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No. 160072951-OR-MSO

## AFFIDAVIT OF MAILING

<b>GRANTEE:</b>	<b>Lakeview Loan Servicing, LLC</b>
<b>GRANTOR:</b>	<b>MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE</b>
<b>CURRENT TRUSTEE:</b>	<b>Nathan F. Smith, Esq., OSB #120112</b>

Recording Requested By:

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APN R-3909-001CD-02900-000 / R509569

Title Order No. 160072951-OR-  
MSO

### **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 Nathan F. Smith, Esq., OSB #120112, 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 MAY 18, 2014. 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: May 20, 2016

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.

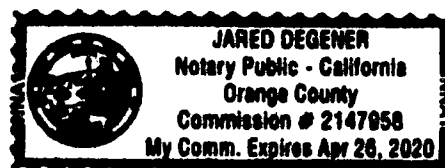
State of CALIFORNIA  
County of ORANGE

On 5-20-16 before me, Jared Degener, 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



M&amp;T Bank

**Declaration of mailing**

Date: 05/18/2016

Mailing: OR SALE

Page: 1

Trustee's Sale No. OR07000106-16-1

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 05/18/2016 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
9214890151013902564673	KATHRYN G GRIFFIN 2834 EASTMOUNT STREET KLAMATH FALLS, OR 97603	0.68	3.98	1.35
9214890151013902564680	KATHRYN G GRIFFIN PO BOX 178 KENO, OR 97627	0.68	3.98	1.35
9214890151013902564697	KATHRYN T. GRIFFIN 2834 EASTMOUNT STREET KLAMATH FALLS, OR 97603	0.68	3.98	1.35
9214890151013902564703	MICHAEL T GRIFFIN 2834 EASTMOUNT STREET KLAMATH FALLS, OR 97603	0.68	3.98	1.35
9214890151013902564710	MICHAEL T GRIFFIN PO BOX 178 KENO, OR 97627	0.68	3.98	1.35
9214890151013902564727	MICHAEL T. GRIFFIN 2834 EASTMOUNT STREET KLAMATH FALLS, OR 97603	0.68	3.98	1.35
9214890151013902564734	OCCUPANT 2834 EASTMOUNT STREET KLAMATH FALLS, OR 97603	0.68	3.98	1.35

Firstclass Total: \$4.76 Postage Total: \$27.86 RR Total: \$9.45

Number of Pieces by Sender	Number of Pieces Received	Postmaster (Name) Receiving Employee
7		

Total: \$42.07

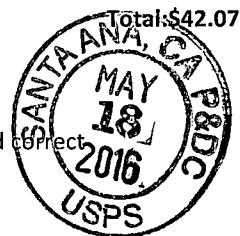
I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct.

05/18/2016

(Date)

(Declarant)

Elizabeth Onofre, Mailing Processor



**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
MICHAEL T. GRIFFIN AND KATHRYN G.  
GRIFFIN, HUSBAND AND WIFE, 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. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No 160072951-OR-MSO

Reference is made to that certain Trust Deed made by **MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE** as Grantor, to **DESCHUTES COUNTY TITLE COMPANY** as Trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, as designated nominee for **AMERICAN FINANCIAL RESOURCES, INC.**, Beneficiary of the security instrument, its successors and assigns, dated as of **October 26, 2009** and recorded **October 30, 2009** in the records of Klamath County, Oregon as Instrument No. **2009-014070** and the beneficial interest was assigned to **Lakeview Loan Servicing, LLC** and recorded **February 2, 2016** as Instrument Number **2016-001027** covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R-3909-001CD-02900-000 / R509569

**Lot 1 in Block 1 of Eastmount, according to the official plat thereof on file in the office of the County Clerk, 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, **Lakeview Loan Servicing, LLC**, 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 made is Grantor's failure to pay when due the following sums:

1. The monthly late charges in the amount of **\$208.78** and total monthly payment(s) in the amount of **\$7,815.10** beginning **November 1, 2015**, as follows:

\$2,623.58 = 2 monthly payment(s) at \$1,311.79

\$5,191.52 = 4 monthly payment(s) at \$1,297.88

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$172,386.95**, said sums being the following:

1. Principal balance of **\$165,187.16** and accruing interest as of **April 27, 2016**, per annum, from **October 1, 2015** until paid.
2. **\$4,817.96** in interest
3. **\$152.12** in MIP
4. **\$208.78** in late charges
5. **\$42.00** in other fees
6. **\$866.43** in escrow/impound overdraft
7. **\$28.00** in miscellaneous expense

8. **\$1,084.50** in foreclosure fees and costs
9. 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.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to- wit: **failed to pay payments which became due**

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 **September 21, 2016** at the following place: **Front Steps, Klamath County Circuit Court, 316 Main Street, 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:

KATHRYN T. GRIFFIN  
2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603

MICHAEL T. GRIFFIN  
2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603

OCCUPANT  
2834 EASTMOUNT STREET, 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: April 28, 2016

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

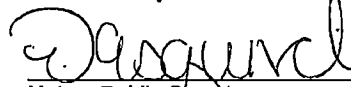
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On April 28, 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:  
Auction.com at 800.280.2832  
Website for Trustee's Sale Information: [www.Auction.com](http://www.Auction.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:**

Sasha M. Cohen, Esq.  
Bayview Loan Servicing, LLC  
4425 Ponce De Leon Blvd  
5th Floor  
Coral Gables, FL 33148  
305-921-6604

DEPARTMENT OF JUSTICE  
PORTLAND: 66a

**OREGON FORECLOSURE AVOIDANCE PROGRAM  
BENEFICIARY EXEMPTION AFFIDAVIT**

<b>Lender/Beneficiary:</b>	Lakeview Loan Servicing, LLC
<b>Jurisdiction*</b>	A Delaware limited liability company

\*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Julio Aldecocera (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 40 [not to exceed 175];
2. The undersigned further certifies that she/he: [check only one of the following boxes]  
[ ] is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or  
[x] is the Managing Director [insert title] of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

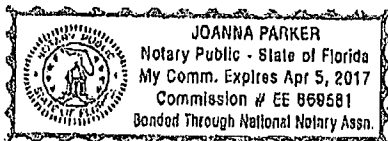
(Signature)

State of Florida )  
 ) ss.

County of Miami-Dade )

Signed and sworn to (or affirmed) before me this 26th day of January, 2016  
by Julio Aldecoce as Managing Director of Lakeview Loan Servicing, LLC SD /

Notary Public for STATE OF FLORIDA  
My commission expires: APRIL 05, 2017





## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE as Grantor to DESCHUTES COUNTY TITLE COMPANY as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AMERICAN FINANCIAL RESOURCES, INC., Beneficiary of the security instrument, its successors and assigns, dated as of October 26, 2009 and recorded on October 30, 2009 as Instrument No. 2009-014070 and the beneficial interest was assigned to **Lakeview Loan Servicing, LLC** and recorded February 2, 2016 as Instrument Number 2016-001027 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: R-3909-001CD-02900-000 / R509569

**Lot 1 in Block 1 of Eastmount, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

Commonly known as: **2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603**

Both the Beneficiary, **Lakeview Loan Servicing, LLC**, 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 payments which became due**

**Monthly Payment(s):**

2 Monthly Payment(s) from 11/01/2015 to 12/01/2015 at **\$1,311.79**

4 Monthly Payment(s) from 01/01/2016 to 04/01/2016 at **\$1,297.88**

**Monthly Late Charge(s):**

Total Monthly Late Charge(s) at **\$208.78**

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 **\$165,187.16** together with interest thereon at the rate of **5.00000%** per annum from **October 1, 2015** until paid; plus all accrued late charges thereon; 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 **September 21, 2016** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **Front Steps, Klamath County Circuit Court, 316 Main Street, 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.

TS No. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No 160072951-OR-MSO

Dated: April 28, 2016

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

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STATE OF CALIFORNIA

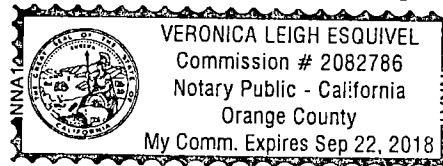
COUNTY OF ORANGE

On April 28, 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:

Auction.com at 800.280.2832

Website for Trustee's Sale Information: [www.Auction.com](http://www.Auction.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:  
2834 EASTMOUNT STREET, 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 April 27, 2016 to bring your mortgage loan current was \$9,300.12. 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 800-724-2224 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: September 21, 2016 at 10:00 AM  
Place: Front Steps, Klamath County Circuit Court, 316 Main  
Street, 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 M&T Bank at phone no 800-724-2224 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: April 28, 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 **September 21, 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 **September 21, 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.

**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**  
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**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)



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. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No. 160072951-OR-MSO

## AFFIDAVIT OF COMPLIANCE

When Recorded Mail to:

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

**AFFIDAVIT OF COMPLIANCE**  
**With ORS 86.748**

<b>Grantor:</b>	MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE
<b>Beneficiary:</b>	Lakeview Loan Servicing, LLC
<b>Trustee:</b>	Nathan F. Smith, Esq., OSB #120112
<b>Property Address:</b>	2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603
<b>Instrument Recording No.:</b>	2009-014070

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

(1) I am the Banking Officer of M&T Bank, Servicer for Lakeview Loan Servicing, LLC, who is the Beneficiary of the above-referenced residential trust deed:

☒ is exempt pursuant to Oregon Laws 2013, chapter 304, section 2(1)(b)(A) from participation in resolution conferences with grantors as required by Oregon Laws 2013, chapter 304, section 2(1)(a). A copy of the affidavit of exemption under Oregon Laws 2013, chapter 304, section 2(1)(b)(A) is on file with the Oregon Attorney General; or

☐ participated in the resolution conferences process referenced above.

(2) The beneficiary has determined that the grantor(s) of the residential trust deed is/are:

☐ not eligible for a foreclosure avoidance measure; or

☐ has not complied with the terms of a foreclosure avoidance measure to which the grantor(s) has/have 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 above, to the grantor(s) and to the Oregon Department of Justice within 10 days after making the determination as required by Oregon Laws 2013, chapter 304, section 9(1)(a) and (b); or

☒ The borrower did not request a foreclosure avoidance measure

(4) By reason of the above, the beneficiary has complied with the requirements of Oregon Laws 2013, chapter 304, section 9.

Ashley M. Misener  
(Signature)

Ashley M. Misener/Banking Officer  
(Printed Name)

State of New York )

County of Erie ) ss.:

On the 1<sup>st</sup> day of September, in the year 2016, before me, the undersigned, personally appeared Ashley M Misener, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Nicole M. McIntosh  
Notary Signature

Nicole M McIntosh  
01MC6256195  
Notary Public, State of New York  
Qualified in Erie County  
My commission expires FEBRUARY 21st, 2020

Recording Requested By:

When Recorded Mail to:

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

TS No. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No. 160072951-OR-MSO

## 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#17102 SALE GRIFFIN

CASE: OR16-000193-1

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:

06/14/2016 06/21/2016 06/28/2016 07/05/2016

Total Cost: \$1187.00

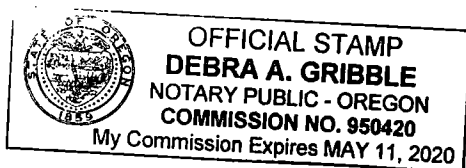
*Pat Bergstrom*

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

*Debra A Gribble*

Notary Public of Oregon

My commission expires on May 11, 2020



TS No. OR07000106-16-1 APN R-3909-001CD-02900-000 / R509569 TO No. 160072951-OR-MSO  
**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Trust Deed made by, MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE as Grantor to DESCHUTES COUNTY TITLE COMPANY as Trustee, in favor of dated as of October 26, 2009 and recorded on October 30, 2009 as Instrument No. 2009-014070 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded February 2, 2016 as Instrument Number 2016-001027 of official records in the Office of the Recorder of Klamath County, Oregon to-wit: APN: R-3909-001CD-02900-000 / R509569 Lot 1, in Block 1 of Eastmount, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. Commonly known as: 2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603

Both the Beneficiary, Lakeview Loan Servicing, LLC, 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 payments, which became due Monthly Payment(s): 2 Monthly Payment(s) from 11/01/2015 to 12/01/2015 at \$1,311.79 4 Monthly Payment(s) from 01/01/2016 to 04/01/2016 at \$1,297.88 Total Monthly Late Charge(s): \$208.78 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 \$165,187.16 together with interest thereon at the rate of 5.00000% per annum from October 1, 2015 until paid; plus all accrued late charges thereon; 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 September 21, 2016 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, Front Steps, Klamath County Circuit Court, 316 Main Street, 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: 04/28/2016 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 Auction.com at 800.280.2832 Website for Trustee's Sale Information: www.Auction.com Order No. OR16-000193-1, Pub Dates 06/14/2016, 06/21/2016, 06/28/2016, 07/05/2016 #17102 June 14, 21, 28, July 05, 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. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No. 160072951-OR-MSO

## AFFIDAVIT OF SERVICE

**AFFIDAVIT OF POSTING**

STATE OF OREGON  
County of Klamath

ss.

I, Chelsea Chambers, 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**":

**2834 Eastmount Street  
Klamath Falls, OR 97603**

As follows:

On 05/18/2016 at 4:32 PM, 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 05/26/2016 at 3:59 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).

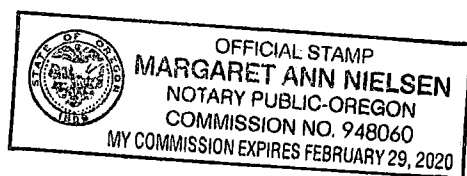
On 06/03/2016 at 3:55 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 14 day of June, 2016  
by Chelsea Chambers

Margaret A. Nielsen  
Notary Public for Oregon

X Chelsea Chambers  
Chelsea Chambers  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*325094\*

**AFFIDAVIT OF MAILING**

STATE OF OREGON

County of Klamath

ss.

I, Chelsea Chambers, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On June 07, 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**  
**2834 Eastmount Street**  
**Klamath Falls, OR 97603**

This mailing completes service upon an occupant at the above address with an effective date of **05/18/2016** 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 13 day of June, 2016  
by Chelsea Chambers.

*Margaret A. Nielsen*  
Notary Public for Oregon

x *Chelsea Chambers*  
Chelsea Chambers  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*325894\*





**2016-004408****Klamath County, Oregon**

04/29/2016 02:53:34 PM

Fee: \$62.00

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
MICHAEL T. GRIFFIN AND KATHRYN G.  
GRIFFIN, HUSBAND AND WIFE, 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. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No 160072951-OR-MSO

Reference is made to that certain Trust Deed made by MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE as Grantor, to DESCHUTES COUNTY TITLE COMPANY as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AMERICAN FINANCIAL RESOURCES, INC., Beneficiary of the security instrument, its successors and assigns, dated as of October 26, 2009 and recorded October 30, 2009 in the records of Klamath County, Oregon as Instrument No. 2009-014070 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded February 2, 2016 as Instrument Number 2016-001027 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R-3909-001CD-02900-000 / R509569

**Lot 1 in Block 1 of Eastmount, according to the official plat thereof on file in the office of the County Clerk, 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, Lakeview Loan Servicing, LLC, 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 made is Grantor's failure to pay when due the following sums:

1. The monthly late charges in the amount of \$208.78 and total monthly payment(s) in the amount of \$7,815.10 beginning November 1, 2015, as follows:

\$2,623.58 = 2 monthly payment(s) at \$1,311.79  
\$5,191.52 = 4 monthly payment(s) at \$1,297.88

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling \$172,386.95, said sums being the following:

1. Principal balance of \$165,187.16 and accruing interest as of April 27, 2016, per annum, from October 1, 2015 until paid.
2. \$4,817.96 in interest
3. \$152.12 in MIP
4. \$208.78 in late charges
5. \$42.00 in other fees
6. \$866.43 in escrow/impound overdraft
7. \$28.00 in miscellaneous expense

8. \$1,084.50 in foreclosure fees and costs
9. 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.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to- wit: failed to pay payments which became due

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 September 21, 2016 at the following place: Front Steps, Klamath County Circuit Court, 316 Main Street, 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:

KATHRYN T. GRIFFIN  
2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603

MICHAEL T. GRIFFIN  
2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603

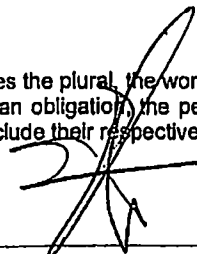
OCCUPANT  
2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603

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: April 28, 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 April 28, 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:  
Auction.com at 800.280.2832  
Website for Trustee's Sale Information: [www.Auction.com](http://www.Auction.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.

RECEIVED  
JAN 26 2016

After recording, return to:

Sasha M. Cohen, Esq.  
Bayview Loan Servicing, LLC  
4425 Ponce De Leon Blvd  
5th Floor  
Coral Gables, FL 33146  
305-921-8804

DEPARTMENT OF JUSTICE  
PORTLAND, OR

OREGON FORECLOSURE AVOIDANCE PROGRAM  
BENEFICIARY EXEMPTION AFFIDAVIT

Lender/Beneficiary:	Lakeview Loan Servicing, LLC
Jurisdiction*	A Delaware limited liability company

\*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Julio Aldecocea (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 40 (not to exceed 175);
2. The undersigned further certifies that she/he: (check only one of the following boxes)  
☐ is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or  
☒ is the Managing Director (Insert title) of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

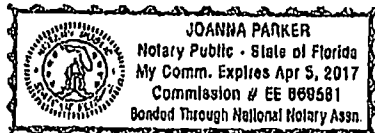
(Signature)

State of Florida )  
 ) ss.

County of Miami-Dade )

Signed and sworn to (or affirmed) before me this 26th day of January, 2016  
by Julio Aldecocea as Managing Director of Lakeview Loan Servicing, LLC

Joanna Parker  
Notary Public for STATE OF FLORIDA  
My commission expires: APRIL 05, 2017



### TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, MICHAEL T. GRIFFIN AND KATHRYN G. GRIFFIN, HUSBAND AND WIFE as Grantor to DESCHUTES COUNTY TITLE COMPANY as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AMERICAN FINANCIAL RESOURCES, INC., Beneficiary of the security instrument, its successors and assigns, dated as of October 26, 2009 and recorded on October 30, 2009 as Instrument No. 2009-014070 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded February 2, 2016 as Instrument Number 2016-001027 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: R-3909-001CD-02900-000 / R509569

**Lot 1 in Block 1 of Eastmount, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.**

**Commonly known as: 2834 EASTMOUNT STREET, KLAMATH FALLS, OR 97603**

Both the Beneficiary, Lakeview Loan Servicing, LLC, 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 payments which became due**

**Monthly Payment(s):**

2 Monthly Payment(s) from 11/01/2015 to 12/01/2015 at **\$1,311.79**

4 Monthly Payment(s) from 01/01/2016 to 04/01/2016 at **\$1,297.88**

**Monthly Late Charge(s):**

Total Monthly Late Charge(s) at **\$208.78**

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 **\$165,187.16** together with interest thereon at the rate of **5.00000%** per annum from **October 1, 2015** until paid; plus all accrued late charges thereon; 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 **September 21, 2016** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **Front Steps, Klamath County Circuit Court, 316 Main Street, 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.

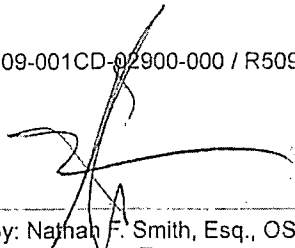
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words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

TS No. OR07000106-16-1

APN R-3909-001CD-02900-000 / R509569

TO No 160072951-OR-MSO

Dated: April 28, 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

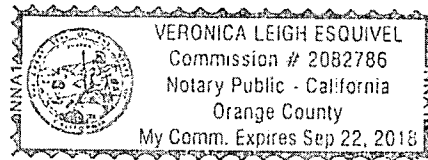
COUNTY OF ORANGE

On April 28, 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:  
Auction.com at 800.280.2832  
Website for Trustee's Sale Information: [www.Auction.com](http://www.Auction.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:  
2834 EASTMOUNT STREET, 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 April 27, 2016 to bring your mortgage loan current was \$9,300.12. 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 800-724-2224 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: September 21, 2016 at 10:00 AM

Place: Front Steps, Klamath County Circuit Court, 316 Main  
Street, 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 M&T Bank at phone no 800-724-2224 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: April 28, 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 **September 21, 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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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;
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### **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:

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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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**Ontario: 888-250-9877**  
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