

Recording Requested By:

**2016-010697**

**Klamath County, Oregon**

**10/07/2016 03:41:00 PM**

**Fee: \$272.00**

When Recorded Mail to:

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

TS No. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No. 160005732-OR-MSO

## AFFIDAVIT OF MAILING

<b>GRANTEE:</b>	<b>Lakeview Loan Servicing, LLC</b>
<b>GRANTOR:</b>	<b>JOHN A LARSEN, A SINGLE MAN</b>
<b>CURRENT TRUSTEE:</b>	<b>Nathan F. Smith, Esq., OSB #120112</b>

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. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

Title Order No. 160005732-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 2/22/14. Each of said notices was mailed after the Notice of Default and Election to Sell, described in said Trustee's Notice of Sale, and was recorded at least 120 days before the day fixed in said notice by the Trustee for the Trustee's Sale.

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

Dated: 2-26-16

Elizabeth Onofre  
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.

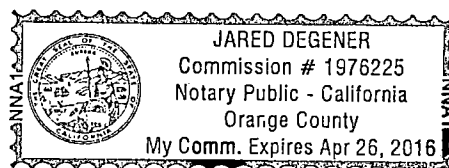
State of CALIFORNIA  
County of ORANGE

On 2-26-16 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



## Declaration of mailing

Date: 02/22/2016  
Mailing: OR SALE  
Page: 1

Trustee's Sale No. OR07000009-16-1

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 02/22/2016 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
9214890151013901736767	ENTERPRISE IRRIGATION DISTRICT 3939 SOUTH SIXTH STREET, #325 KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901736774	ENTERPRISE IRRIGATION DISTRICT C/O WILLIAM M. GANONG ATTORNEY AT LAW 514 WALNUT AVENUE KLAMATH FALLS, OR 97601	0.71	4.16	1.40
9214890151013901736781	JOHN A LARSEN 2205 WIARD ST KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901736798	JOHN A LARSEN PO BOX 1933 KLAMATH FALLS, OR 97601	0.71	4.16	1.40
9214890151013901736804	JOHN A LARSEN PO BOX 1933 KLAMATH FALLS, OR 97601-0152	0.71	4.16	1.40
9214890151013901736811	REBECCA LYNN LARSEN PO BOX 1933 KLAMATH FALLS, OR 97601	0.71	4.16	1.40
9214890151013901736828	REBECCA LYNN LARSEN C/O THOMAS L POTTER IV, JEFFERSON CAPITAL SYST PO BOX 17210 GOLDEN, CO 80402	0.71	4.16	1.40
9214890151013901736835	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, IN P.O. BOX 2026 FLINT, MI 48501-2026	0.71	4.16	1.40
9214890151013901736842	OCCUPANT 2205 WIARD ST KLAMATH FALLS, OR 97603	0.71	4.16	1.40
9214890151013901736859	UNITED WHOLESale MORTGAGE 555 ADAMS ROAD BIRMINGHAM, MI 48009	0.71	4.16	1.40

Firstclass Total: \$7.10 Postage Total: \$41.60 RR Total: \$14.00

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

Total: \$62.70

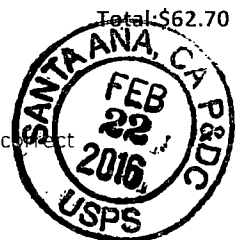
I certify (or Declare) under penalty of perjury under the laws of the State of CA that the foregoing is true and correct

02/22/2016

(Date)

*Elizabeth Onofre*  
(Declarant)

Elizabeth Onofre, Mailing Processor



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. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

Title Order No. 160005732-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 86.806, and all junior lien holders as provided in ORS 86.764.

Each of the notices mailed was a true copy of the original Trustee's Notice of Sale by 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 August 21, 2016. Each of said notices was mailed after the Notice of Default and Election to Sell, described in said Trustee's Notice of Sale, and was recorded at least 120 days before the day fixed in said notice by the Trustee for the Trustee's Sale.

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

Dated: 8/5/16  
Elizabeth Onofre  
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.

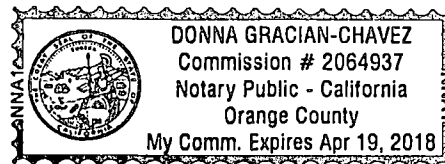
State of CALIFORNIA  
County of ORANGE

On 8/5/16 before me, Donna Gracian-Chavez, 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

[Signature]



**Declaration of mailing**

Trustee's Sale No. OR07000009-16-1

Date: 08/02/2016  
Mailing: Amended NOS  
Page: 1

I, Elizabeth Onofre, declare: That I am an officer, agent, or employee of MTC Financial Inc. dba Trustee Corps whose business address is 17100 Gillette Ave, Irvine, CA 92614 am over the age of eighteen years; On 08/02/2016 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
9214890151013903199584	ENTERPRISE IRRIGATION DISTRICT 3939 SOUTH SIXTH STREET, #325 KLAMATH FALLS, OR 97603	0.47	3.77	1.35
9214890151013903199591	ENTERPRISE IRRIGATION DISTRICT C/O WILLIAM M. GANONG ATTORNEY AT LAW 514 WALNUT AVENUE KLAMATH FALLS, OR 97601	0.47	3.77	1.35
9214890151013903199607	JOHN A LARSEN 2205 WIARD ST KLAMATH FALLS, OR 97603	0.47	3.77	1.35
9214890151013903199614	JOHN A LARSEN PO BOX 1933 KLAMATH FALLS, OR 97601	0.47	3.77	1.35
9214890151013903199621	JOHN A LARSEN PO BOX 1933 KLAMATH FALLS, OR 97601-0152	0.47	3.77	1.35
9214890151013903199638	REBECCA LYNN LARSEN PO BOX 1933 KLAMATH FALLS, OR 97601	0.47	3.77	1.35
9214890151013903199645	REBECCA LYNN LARSEN C/O THOMAS L POTTER IV, JEFFERSON CAPITAL SYST PO BOX 17210 GOLDEN, CO 80402	0.47	3.77	1.35
9214890151013903199652	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, IN P.O. BOX 2026 FLINT, MI 48501-2026	0.47	3.77	1.35
9214890151013903199669	OCCUPANT 2205 WIARD ST KLAMATH FALLS, OR 97603	0.47	3.77	1.35
9214890151013903199676	UNITED WHOLESALE MORTGAGE 555 ADAMS ROAD BIRMINGHAM, MI 48009	0.47	3.77	1.35



Firstclass Total: \$4.70 Postage Total: \$37.70 RR Total: \$13.50

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

**Total:\$55.90**

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

08/02/2016

(Date)

(Declarant)

Elizabeth Onofre, Mailing Processor

**2016-001651**

**Klamath County, Oregon**

**02/19/2016 04:02:56 PM**

**Fee: \$57.00**

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
JOHN A LARSEN, A SINGLE MAN, 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. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No 160005732-OR-MSO

Reference is made to that certain Trust Deed made by JOHN A LARSEN, A SINGLE MAN as Grantor, to BISHOP, WHITE AND MARSHALL, P.S. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for UNITED WHOLESALE MORTGAGE, Beneficiary of the security instrument, its successors and assigns, dated as of March 8, 2012 and recorded March 14, 2012 in the records of Klamath County, Oregon as Instrument No. 2012-002740 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded January 15, 2016 as Instrument Number 2016-000445 covering the following described real property situated in the above-mentioned county and state, to-wit:

APN: R-3909-002AC-06600 / R512788

**LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, 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 **\$94.60** and total monthly payment(s) in the amount of **\$3,532.36** beginning September 1, 2015, as follows:

\$2,364.80 = 4 monthly payment(s) at \$591.20  
\$1,167.56 = 2 monthly payment(s) at \$583.78

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 **\$63,186.26**, said sums being the following:

1. Principal balance of **\$60,256.29** and accruing interest as of **February 16, 2016**, per annum, from **August 1, 2015** until paid.
2. **\$1,581.72** in interest
3. **\$112.90** in Pro Rata MIP
4. **\$94.60** in late charges
5. **\$14.00** in miscellaneous expense due
6. **\$699.25** in escrow/impound overdraft
7. **\$427.50** in foreclosure fees and costs



8. 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 **June 29, 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:

JOHN A LARSEN  
2205 WIARD ST, KLAMATH FALLS, OR 97603

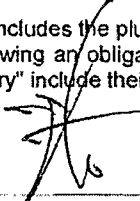
OCCUPANT  
2205 WIARD ST, KLAMATH FALLS, OR 97603

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

Without limiting the Trustee's disclaimer of representations or warranties, Oregon law requires the Trustee to state in this notice that some residential property sold at a Trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the Trustee's sale.

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

Dated: February 17, 2016

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

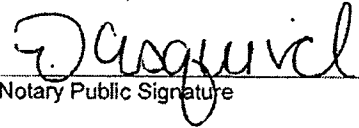
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On February 17, 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  
305-921-8604

DEPARTMENT OF JUSTICE  
PORTLAND 166--

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 88.752 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.

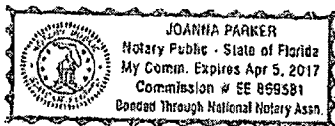
County of Miami-Dade )

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

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, JOHN A LARSEN, A SINGLE MAN as Grantor to BISHOP, WHITE AND MARSHALL, P.S. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for UNITED WHOLESALE MORTGAGE, Beneficiary of the security instrument, its successors and assigns, dated as of March 8, 2012 and recorded on March 14, 2012 as Instrument No. 2012-002740 and the beneficial interest was assigned to **Lakeview Loan Servicing, LLC** and recorded January 15, 2016 as Instrument Number 2016-000445 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: **R-3909-002AC-06600 / R512788**

**LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as: **2205 WIARD ST, 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):**

4 Monthly Payment(s) from 09/01/2015 to 12/01/2015 at **\$591.20**

2 Monthly Payment(s) from 01/01/2016 to 02/01/2016 at **\$583.78**

**Monthly Late Charge(s):**

Total Monthly Late Charge(s) at **\$94.60**

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 **\$60,256.29** together with interest thereon at the rate of **4.50000%** per annum from **August 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 **June 29, 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.

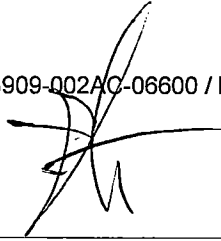
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words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

TS No. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No 160005732-OR-MSO

Dated: February 17, 2016



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

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

STATE OF CALIFORNIA

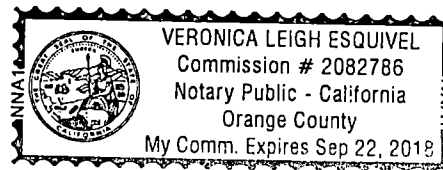
COUNTY OF ORANGE

On February 17, 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:  
2205 WIARD ST, KLAMATH FALLS, Oregon 97603.

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

The amount you would have had to pay as of February 16, 2016 to bring your mortgage loan current was \$4,151.47. 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: June 29, 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:**

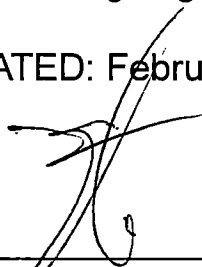
1. You can pay the amount past due or correct any other default, up to five days before the sale.

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: February 17, 2016

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

---

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

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 29, 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;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

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for any deposit or prepaid rent you paid to your landlord.

### **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE**

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

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

**AMENDED TRUSTEE'S NOTICE OF SALE**  
**Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq.**

Reference is made to that certain Trust Deed made by **JOHN A LARSEN, A SINGLE MAN** as Grantor, to **BISHOP, WHITE AND MARSHALL, P.S.** as Trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** ("MERS"), as designated nominee for **UNITED WHOLESALE MORTGAGE**, Beneficiary of the security instrument, its successors and assigns, which is organized and existing under the laws of Oregon, as Beneficiary, dated as of **March 8, 2012** and recorded on **March 14, 2012** as Instrument No. **2012-002740** and the beneficial interest was assigned to **Lakeview Loan Servicing, LLC** and recorded **January 15, 2016** as Instrument Number **2016-000445** of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by **Lakeview Loan Servicing, LLC**. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

APN: **R-3909-002AC-06600 / R512788**

**LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as **2205 WIARD ST, KLAMATH FALLS, OR 97603**

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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 a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735 (3); the default for which the foreclosure is made is Grantor's **Failed to pay payments which became due**

**Monthly Payment(s):**

4 Monthly Payment(s) from 09/01/2015 to 12/01/2015 at **\$591.20**

7 Monthly Payment(s) from 01/01/2016 to 07/01/2016 at **\$583.78**

**Monthly Late Charge(s):**

Total Late Charge(s) at **\$94.60**

i) the installment of principal and/or interest, which became due on **September 1, 2015**, plus all subsequent installments of principal and/or interest; (ii) all unpaid installments of Mortgage Insurance Premium, if applicable, plus all subsequent installments of or prorate of Mortgage Insurance Premium that become due; (iii) all unpaid impound installments for taxes and/or hazard insurance, if applicable, plus all subsequent impound installments for taxes and/or hazard insurance; (iv) unpaid late charges, plus all subsequent late charges; (iii) any advances made by the Beneficiary, plus interest thereon from the dates made; (iv) attorneys' fees and other expenses and costs of collection, plus subsequent attorneys' fees and other expenses and costs of collection, which may become due and payable; and (v) Trustee's fees and expenses, plus subsequent Trustee's fees and expenses which may become due and payable.

Nothing in this Notice should be construed as a waiver of any fees or other amounts owing to the Beneficiary pursuant to the subject loan documents.

Also, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the Note and Trust Deed, the Beneficiary may insist that you do so in order to reinstate your account in good standing. The Beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following to wit:

**\$60,256.29** with interest thereon at the rate of **4.50000%** from **August 1, 2015**, plus late total monthly later charges of **\$94.60**, beginning with the late charge accruing for the payment that became due **September 1, 2015**, together with all subsequent late charges and all late charges that accrued prior to default; together with title expenses, costs, Trustee's fees and attorney fees' incurred herein 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 therein.

**\*\*If the obligation(s) secured by the Trust Deed described herein bears a variable interest rate, the rate hereinabove set forth, accrues from the date as reflected and may increase and/or decrease in accordance with the terms and provisions of the loan documents**

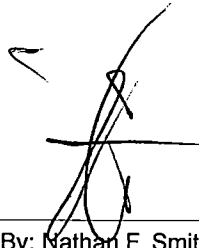
The Notice of Default and original Notice of Sale given pursuant thereto stated that this property would be sold on **September 7, 2016** as established by Section 187.110 Oregon Revised Statutes, at **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**. However, subsequent to the recording of said Notice of Default, the original sale proceedings were stayed by order of the Court or by proceedings under the National Bankruptcy Act or for other lawful reason. The Beneficiary did not participate in obtaining such stay. Said stay was terminated on 06/20/2016. Pursuant to and in accordance with ORS 86.755(6), the Trustee Sale is being re-scheduled to sell at public auction on **September 7, 2016** at the hour of **10:00 AM** in accord with the standard of time established by O.R.S. 187.110 **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**, County of Klamath, State of Oregon, to the highest bidder for cash, the interest in the said described real property which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor 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 reasonable charge by the Trustee.

Notice is further given that any person named in O.R.S. 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) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees.

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 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: July 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.

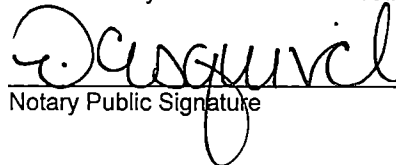
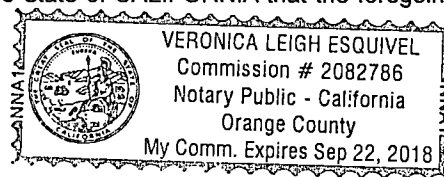
STATE OF CALIFORNIA

COUNTY OF ORANGE

On July 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)

MTC Financial Inc. dba Trustee Corps MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY 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.

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. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No. 160005732-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>	JOHN A LARSEN, A SINGLE MAN
<b>Beneficiary:</b>	Lakeview Loan Servicing, LLC
<b>Trustee:</b>	Nathan F. Smith, Esq., OSB #120112
<b>Property Address:</b>	2205 WIARD ST, KLAMATH FALLS, OR 97603
<b>Instrument Recording No.:</b>	2012-002740

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 8 day of August, 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.

Connie M Wansart  
Notary Signature

**CONNIE M WANSART**  
**Notary Public - State of New York**  
**No. 01WA5071991**  
**Qualified in Erie County**  
**My Commission Expires Jan. 21, 20**19

Recording Requested By:

When Recorded Mail to:

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

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TS No. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No. 160005732-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#16886 SALE LARSEN ORDER NO. OR16-000061-1 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:  
03/01/2016 03/08/2016 03/15/2016 03/22/2016

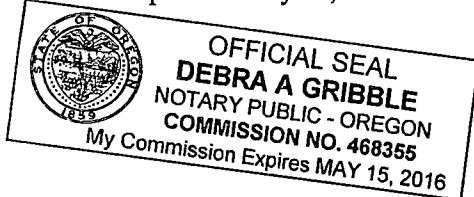
Total Cost: \$1187.00

*Pat Bergstrom*

Subscribed and sworn by Pat Bergstrom before me on:  
22nd day of March in the year of 2016

*Debra A Gribble*

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



TS No. OR07000009-16-1 APN R-3909-002AC-06600 / R512788 TO No 160005732-OR-MSO  
**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Trust Deed made by, JOHN A LARSEN, A SINGLE MAN as Grantor to BISHOP, WHITE AND MARSHALL, P.S. as Trustee, in favor of dated as of March 8, 2012 and recorded on March 14, 2012 as Instrument No. 2012-002740 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded January 15, 2016 as Instrument Number 2016-000445 of official records in the Office of the Recorder of Klamath County, Oregon. to-wit: APN: R-3909-002AC-06600 / R512788 LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 2205 WIARD ST, 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): 4 Monthly Payment(s) from 09/01/2015 to 12/01/2015 at \$591.20 2 Monthly Payment(s) from 01/01/2016 to 02/01/2016 at \$583.78 Total Monthly Late Charge(s): \$94.60

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 \$60,256.29 together with interest thereon at the rate of 4.50000% per annum from August 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 June 29, 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 methamphetamine, 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: 02/17/2016 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. OR16-000061-1, Pub Dates 03/01/2016, 03/08/2016, 03/15/2016, 03/22/2016 #16886 March 01, 08, 15, 22, 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. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No. 160005732-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**":

**2205 Wiard Street  
Klamath Falls, OR 97603**

As follows:

On 02/26/2016 at 1:40 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 03/03/2016 at 4:06 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).

On 03/09/2016 at 4:19 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 16th day of March, 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



\*323473\*

**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 March 10, 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).

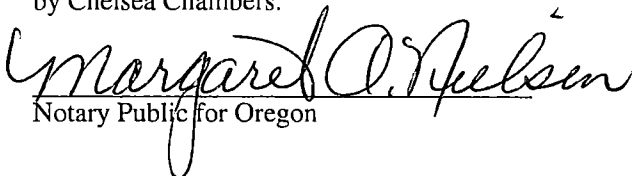
The envelope was addressed as follows:

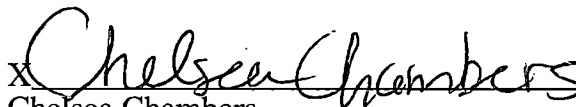
**OCCUPANT  
2205 Wiard Street  
Klamath Falls, OR 97603**

This mailing completes service upon an occupant at the above address with an effective date of **02/26/2016** as calculated pursuant to ORS 86.774 (1)(c).

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

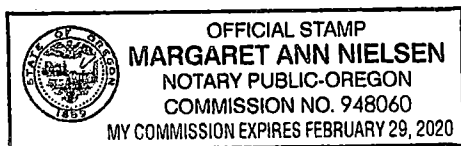
SUBSCRIBED AND SWORN BEFORE ME  
this 10th day of March, 20 16  
by Chelsea Chambers.

  
Notary Public for Oregon

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



\*323473\*



**2016-001651**

**Klamath County, Oregon**

**02/19/2016 04:02:56 PM**

**Fee: \$67.00**

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

**RE: Trust Deed from:  
JOHN A LARSEN, A SINGLE MAN, 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. OR07000009-16-1**

**APN R-3909-002AC-06600 / R512788**

**TO No 160005732-OR-MSO**

Reference is made to that certain Trust Deed made by JOHN A LARSEN, A SINGLE MAN as Grantor, to BISHOP, WHITE AND MARSHALL, P.S. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for UNITED WHOLESALE MORTGAGE, Beneficiary of the security instrument, its successors and assigns, dated as of March 8, 2012 and recorded March 14, 2012 in the records of Klamath County, Oregon as Instrument No. 2012-002740 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded January 15, 2016 as Instrument Number 2016-000445 covering the following described real property situated in the above-mentioned county and state, to wit:

**APN: R-3909-002AC-06600 / R512788**

**LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, 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 \$94.60 and total monthly payment(s) in the amount of \$3,532.36 beginning September 1, 2015, as follows:

\$2,364.80 = 4 monthly payment(s) at \$591.20

\$1,167.56 = 2 monthly payment(s) at \$583.78

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 \$63,186.26, said sums being the following:

1. Principal balance of \$60,256.29 and accruing interest as of February 16, 2016, per annum, from August 1, 2015 until paid.
2. \$1,581.72 in Interest
3. \$112.90 in Pro Rata MIP
4. \$94.60 in late charges
5. \$14.00 in miscellaneous expense due
6. \$699.25 in escrow/impound overdraft
7. \$427.50 in foreclosure fees and costs

8. 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 June 29, 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:

JOHN A LARSEN  
2205 WIARD ST, KLAMATH FALLS, OR 97603

OCCUPANT  
2205 WIARD ST, KLAMATH FALLS, OR 97603

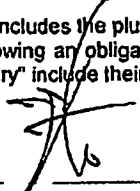
Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion 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 any obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: February 17, 2016

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

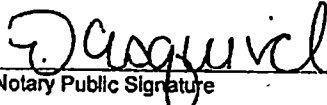
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA  
COUNTY OF ORANGE

On February 17, 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  
JUN 26 1966

DEPARTMENT OF JUSTICE  
PORTLAND, ME.

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

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).

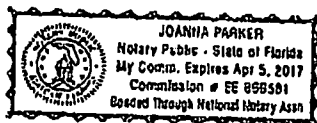
1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 88.752 or by suit under ORS 88.010 during the calendar year preceding the 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)

County of Miami-Dade )

Signed and sworn to (or affirmed) before me this 28th day of January, 2016  
by Julio Aldercoea as Managing Director of Lakewood Loan Servicing, LLC

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, JOHN A LARSEN, A SINGLE MAN as Grantor to BISHOP, WHITE AND MARSHALL, P.S. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for UNITED WHOLESale MORTGAGE, Beneficiary of the security instrument, its successors and assigns, dated as of March 8, 2012 and recorded on March 14, 2012 as Instrument No. 2012-002740 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded January 15, 2016 as Instrument Number 2016-000445 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: R-3909-002AC-06600 / R512788

**LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

Commonly known as: **2205 WIARD ST, 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):**

4 Monthly Payment(s) from 09/01/2015 to 12/01/2015 at \$591.20

2 Monthly Payment(s) from 01/01/2016 to 02/01/2016 at \$583.78

**Monthly Late Charge(s):**

Total Monthly Late Charge(s) at \$94.60

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 \$60,256.29 together with interest thereon at the rate of 4.50000% per annum from August 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 June 29, 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.

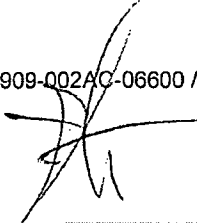
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other persons owing an obligation, the performance of which is secured by said Trust Deed, the words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

TS No. OR07000009-16-1

APN R-3909-002AC-06600 / R512788

TO No 160005732-OR-MSO

Dated: February 17, 2016

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

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


STATE OF CALIFORNIA

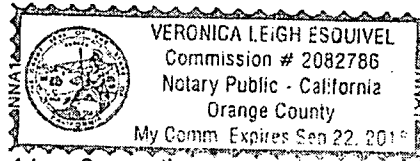
COUNTY OF ORANGE

On February 17, 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:  
2205 WIARD ST, KLAMATH FALLS, Oregon 97603.

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

The amount you would have had to pay as of February 16, 2016 to bring your mortgage loan current was \$4,151.47. 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: June 29, 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:**

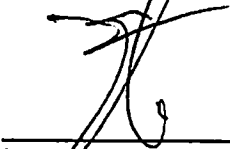
1. You can pay the amount past due or correct any other default, up to five days before the sale.

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: February 17, 2016



---

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

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 29, 2016**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

### **PROTECTION FROM EVICTION**

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

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

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

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

### **ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT**

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

### **SECURITY DEPOSIT**

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

## **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE**

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

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

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

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

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

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

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

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



## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 29, 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.

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### **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**  
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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)

OR07000009-16-1 / LARSEN  
ISL# 14802

TCORPS

**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**":

**2205 Wiard St.  
Klamath Falls, OR 97603**

As follows:

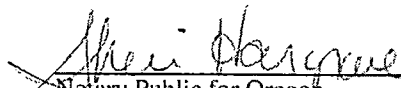
On 08/02/2016 at 4:18 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).


On 08/10/2016 at 1:09 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).

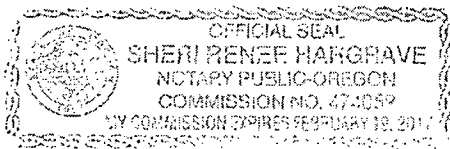
On 08/15/2016 at 3:41 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 31 day of August, 2016  
by Chelsea Chambers.

  
Notary Public for Oregon

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



\*326485\*

OR07000009-16-1 / LARSEN  
ISL# 14802

**TCORPS**

**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 August 17, 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  
2205 Wiard St.  
Klamath Falls, OR 97603**

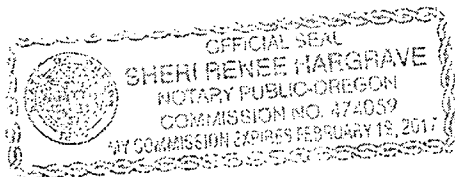
This mailing completes service upon an occupant at the above address with an effective date of **08/02/2016** as calculated pursuant to ORS 86.774 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 31 day of August, 2016  
by Chelsea Chambers.

Sheri Hargrave  
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



\*326485\*

**AMENDED TRUSTEE'S NOTICE OF SALE****Pursuant to O.R.S. 86.705, et seq. and O.R.S. 79-5010, et seq.**

Reference is made to that certain Trust Deed made by JOHN A LARSEN, A SINGLE MAN as Grantor, to BISHOP, WHITE AND MARSHALL, P.S. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for UNITED WHOLESALE MORTGAGE, Beneficiary of the security instrument, its successors and assigns, which is organized and existing under the laws of Oregon, as Beneficiary, dated as of March 8, 2012 and recorded on March 14, 2012 as Instrument No. 2012-002740 and the beneficial interest was assigned to Lakeview Loan Servicing, LLC and recorded January 15, 2016 as Instrument Number 2016-000445 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

The beneficial interest under said Trust Deed and the obligations secured thereby are presently held by Lakeview Loan Servicing, LLC. Said Trust Deed encumbers the following described real property situated in said county and state, to-wit:

APN: R-3909-002AC-06600 / R512788

LOT 102 PLEASANT HOME TRACTS NUMBER 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as 2205 WIARD ST, KLAMATH FALLS, OR 97603

The undersigned Trustee disclaims any liability for any incorrectness of the above street address or other common designation.

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 a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735 (3); the default for which the foreclosure is made is Grantor's Failed to pay payments which became due

**Monthly Payment(s):**

4 Monthly Payment(s) from 09/01/2015 to 12/01/2015 at \$591.20

7 Monthly Payment(s) from 01/01/2016 to 07/01/2016 at \$583.78

**Monthly Late Charge(s):**

Total Late Charge(s) at \$94.60

i) the installment of principal and/or interest, which became due on September 1, 2015, plus all subsequent installments of principal and/or interest; (ii) all unpaid installments of Mortgage Insurance Premium, if applicable, plus all subsequent installments of or prorate of Mortgage Insurance Premium that become due; (iii) all unpaid impound installments for taxes and/or hazard insurance, if applicable, plus all subsequent impound installments for taxes and/or hazard insurance; (iv) unpaid late charges, plus all subsequent late charges; (v) any advances made by the Beneficiary, plus interest thereon from the dates made; (vi) attorneys' fees and other expenses and costs of collection, plus subsequent attorneys' fees and other expenses and costs of collection, which may become due and payable; and (vii) Trustee's fees and expenses, plus subsequent Trustee's fees and expenses which may become due and payable.

Nothing in this Notice should be construed as a waiver of any fees or other amounts owing to the Beneficiary pursuant to the subject loan documents.

Also, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the Note and Trust Deed, the Beneficiary may insist that you do so in order to reinstate your account in good standing. The Beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable, said sums being the following to wit:

\$60,256.29 with interest thereon at the rate of 4.50000% from August 1, 2015, plus late total monthly later charges of \$94.60, beginning with the late charge accruing for the payment that became due September 1, 2015, together with all subsequent late charges and all late charges that accrued prior to default; together with title expenses, costs, Trustee's fees and attorney fees' incurred herein 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 therein.

**\*\*If the obligation(s) secured by the Trust Deed described herein bears a variable interest rate, the rate hereinabove set forth, accrues from the date as reflected and may increase and/or decrease in accordance with the terms and provisions of the loan documents**

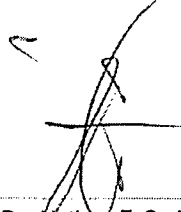
The Notice of Default and original Notice of Sale given pursuant thereto stated that this property would be sold on September 7, 2016 as established by Section 187.110 Oregon Revised Statutes, at Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601. However, subsequent to the recording of said Notice of Default, the original sale proceedings were stayed by order of the Court or by proceedings under the National Bankruptcy Act or for other lawful reason. The Beneficiary did not participate in obtaining such stay. Said stay was terminated on 06/20/2016. Pursuant to and in accordance with ORS 86.755(6), the Trustee Sale is being re-scheduled to sell at public auction on September 7, 2016 at the hour of 10:00 AM in accord with the standard of time established by O.R.S. 187.110 Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601, County of Klamath, State of Oregon, to the highest bidder for cash, the interest in the said described real property which the Grantor has or had power to convey at the time of execution by him of the said Trust Deed, together with any interest which the Grantor 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 reasonable charge by the Trustee.

Notice is further given that any person named in O.R.S. 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) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees.

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 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: July 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.

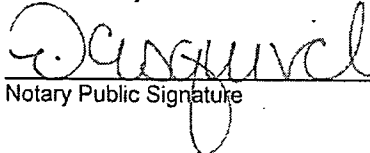
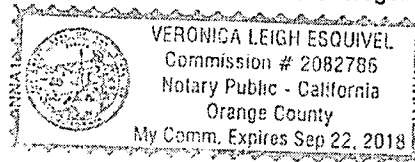
STATE OF CALIFORNIA

COUNTY OF ORANGE

On July 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)

MTC Financial Inc. dba Trustee Corps MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY 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.