

2017-001820

Klamath County, Oregon

02/22/2017 10:47:00 AM

Fee: \$197.00

**RECORDING COVER SHEET
FOR NOTICE OF SALE PROOF
OF COMPLIANCE PER ORS 205.234**

AFFIDAVIT OF MAILING

Original Beneficiary Name:

SOUTH VALLEY BANK & TRUST

Current Beneficiary Name:

Ventures Trust 2013-I-H-R

Trustor Name:

Allen N. Chiura and J. Nozipo Maraïre

Original Trustee Name:

AMERITITLE

Original trust deed recorded:

4/20/2005, as Document No.:

TS NO. 15-33992

After recording return to:

Benjamin D. Petiprin, attorney at law

c/o Law Offices of Les Zieve

One World Trade Center

121 Southwest Salmon Street, 11th Floor

Portland, OR 97204

(503) 946-6558

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 15-33992

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by ALLEN N CHIURA as Grantor to AMERITITLE, as trustee, in favor of SOUTH VALLEY BANK & TRUST, as Beneficiary, dated 4/15/2005, recorded 4/20/2005, in mortgage records of Klamath County, Oregon Document No. in Book M05 Page 27866 covering the following described real property situated in said County and State, to-wit:

Parcel 1 of Land Partition 59-04, said Land Partition being a replat of Parcel 3 of Land Partition 39-97, Land Partition 39-97 being a portion of Parcel 2 of "Minor Land Partition 9-90", said Land Partition 59-04 being situated in the NE1/4 of the SE1/4 of Section 15, Township 38 South, range 9 East of the Willamette Meridian, Klamath County, Oregon. TOGETHER WITH an essement for ingress and egress over and across Parcel 2 of Land Partition 59-04 as created by Land Partition 39-97 and as delineated on the face of Land Partition 59-04.

The street address or other common designation, if any for the real property described above is purported to be:

**3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-015D0-00104-000**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

The monthly installment of principal and interest which became due on 5/1/2014, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The amount required to cure the default in payments to date is calculated as follows:

From: 5/1/2014

Total of past due payments: \$71,491.96

Late Charges: \$3,122.17

Additional charges (Taxes, Insurance): (\$3,573.29)

Additional charges Unpaid fees: \$11,470.80

Trustee's Fees and Costs: \$5,719.28

Total necessary to cure: \$90,804.21

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: **\$445,491.71**

Said sale shall be held at the hour of **10:00 AM** on **2/22/2017** in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except:

NONE

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for 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(s) of the Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is:
Benjamin D. Petiprin, attorney at law
c/o Law Offices of Les Zieve
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(503) 946-6558

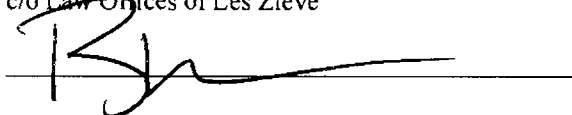
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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.

Dated: 10/19/2016

Benjamin D. Petiprin, attorney at law
c/o Law Offices of Les Zieve

Signature By: _____



**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:
3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601

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

The amount you would have to pay as of 10/19/2016 to bring your mortgage loan current was \$91,804.21. (See enclosed Notice of Sale for additional details regarding this amount.) 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 (503) 946-6558 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:

One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 92704
(503) 946-6558

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

Sale Date: 2/22/2017 Time: 10:00 AM

Place: Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call BSI Financial Services at 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 may visit its website at: **www.osbar.org**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **http://www.oregonlawhelp.org**

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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 10/19/2016

Trustee Name:

Trustee Signature: _____

Benjamin D. Petiprin, Attorney at Law
c/o Law Offices of Les Zieve

Trustee telephone number: 503-946-6558

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#17365 SALE CHIURA

ASAP# 4596392

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

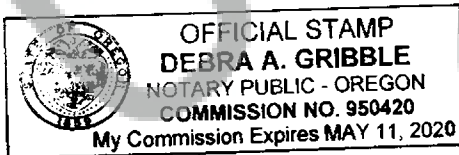
Insertion(s) in the following issues:

10/28/2016 11/04/2016 11/11/2016 11/18/2016

Total Cost: \$1579.00

Pat Bergstrom
Subscribed and sworn by Pat Bergstrom before me on:
18th day of November in the year of 2016

Debra A Gribble
Notary Public of Oregon
My commission expires on May 11, 2020



TRUSTEE'S NOTICE OF SALE TS NO.: 15-33992

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by ALLEN N CHIURA as Grantor to AMERITITLE, as trustee, in favor of SOUTH VALLEY BANK and TRUST, as Beneficiary, dated 4/15/2005, recorded 4/20/2005, in mortgage records of Klamath County, Oregon Document No. in Book M05 Page 27868 covering the following described real property situated in said County and State, to-wit: Parcel 1 of Land Partition 89-04, said Land Partition being a replat of Parcel 3 of Land Partition 89-07, Land Partition 89-07 being a portion of Parcel 2 of "Minor Land Partition 8-03", and Land Partition 89-04 being situated in the NE1/4 of the SE1/4 of Section 15, Township 38 South, Range 1 East of the Willamette Meridian, Klamath County, Oregon TOGETHER WITH an easement, ingress and egress over and across Parcel 2 of Land Partition 89-04 as created by Land Partition 89-07 and as delineated on the face of Land Partition 89-04. The above is also of other common designation, if any, to the real property described above is purported to be 905 COUGAR BUTTE LANE KLAMATH FALLS, Ore. 97601 The Tax Assessor's Account ID for the Real Property is purported to be: R-3809-015D0-00104-009

With the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have decided to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Foreclose has been recorded pursuant to ORS 88-752(3). The purpose of this notice is to advise the grantor and all persons claiming an interest in the property of the foreclosure sale. The property is being sold together with any interest the grantor or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the proceeds of sale shall be used to pay the principal and interest due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges. Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance. Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents. The amount required to cure the default in payments to date is calculated as follows: From 5/1/2014 Total of past due payments: \$71,491.86 Late Charges: \$3,122.17 Additional charges (Taxes, Insurance): \$3,573.29 Additional charges Unpaid fees: \$11,470.90 Trustee's Fees and Costs: \$5,719.28 Total necessary to cure: \$95,377.50 Please note the amounts stated herein are subject to confirmation and review and are due 30 change during the next 30 days. Please contact the successor trustee Benjamin D. Petiprin, attorney at law, to obtain a "reinstatement" and or "payoff" quote prior to settling funds.

leszicue

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: \$445,481.71. A public sale shall be held at the hour of 10:00 AM on 2/22/2017 in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place: Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601. Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except NONE. Notice is further given that any person named in ORS 86.776 has the right, at any time prior to the date above the date set for 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 restoring the performance required under the obligation (a) of the Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.775. The mailing address of the trustee is: Benjamin D. Petiprin, attorney at law c/o Law Offices of Les Zieve One Wood Center 121 Southwest Salmon Street, 18th Floor Portland, OR 97204 (503) 948-6658.

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 claiming an interest in the property, the performance of which is secured by the Trust Deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. 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. Dated: 10/19/2016 Benjamin D. Petiprin, attorney at law c/o Law Offices of Les Zieve A-4596392 10/28/2016, 11/04/2016, 11/11/2016, 11/18/2016 #17365 October 28, November 04, 11, 18, 2016.

AFFIDAVIT OF POSTING

STATE OF OREGON
County of Klamath

ss.

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

I made service of the Trustee's Notice of Sale and Notice to Residential 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**":

**3635 Cougar Butte Lane
Klamath Falls, OR 97601**

As follows:

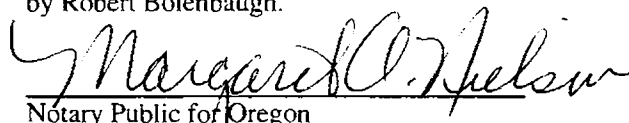
On 10/24/2016 at 9:24 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).

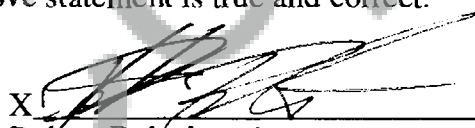
On 10/28/2016 at 1:38 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

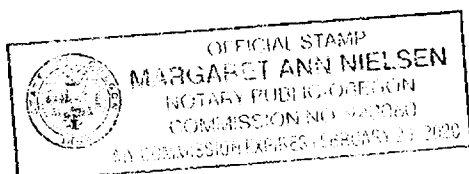
On 11/03/2016 at 4:14 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 22nd day of NOVEMBER, 20 16
by Robert Bolenbaugh.


Notary Public for Oregon

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



328105

1533992OR / CHIURA
ASAP# 4596392

LESZIEVE

AFFIDAVIT OF MAILING

STATE OF OREGON

County of Klamath

ss.

I, Robert Bolenbaugh, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On November 07, 2016, I mailed a copy of the Trustee's Notice of Sale and Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

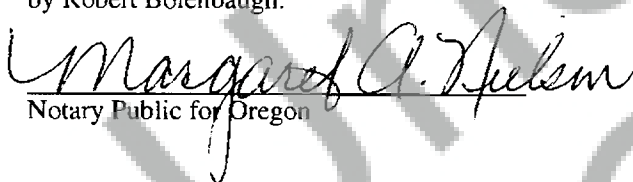
The envelope was addressed as follows:


OCCUPANT
3635 Cougar Butte Lane
Klamath Falls, OR 97601

This mailing completes service upon an occupant at the above address with an effective date of **10/24/2016** as calculated pursuant to ORS 86.774 (1)(c).

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

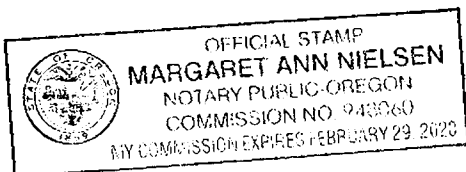
SUBSCRIBED AND SWORN BEFORE ME
this 22nd day of November, 2016
by Robert Bolenbaugh.


Notary Public for Oregon

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



328105



AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0078086-01

T.S. No.: 15-33992

Loan No.: 501566723

STATE OF California }
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of Law Offices of Les Zieve and that on 10/19/2016, (s)he caused to be mailed copies of the document entitled Notice _____ Notice of Sale and Tenant Notice _____ via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

x Clifton McBride
Clifton McBride

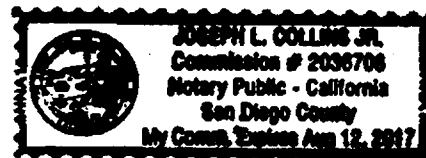
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 21 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Clifton McBride personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Joseph L. Collins Jr.



TRUSTEE'S NOTICE OF SALE

TS NO.: 15-33992

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The monthly installment of principal and interest which became due on 5/1/2014, late charges, and all subsequent monthly installments of principal and interest.

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Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

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Additional charges Unpaid fees: \$11,470.80

Trustee's Fees and Costs: \$5,719.28

Total necessary to cure: \$90,804.21

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 2/22/2017. 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

Exhibit A to Affidavit of Mailing

Sender:

Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Postal Class: First Class

Type of Mailing: ORNTS

Affidavit Attachment: 0078086-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

11969002484055181770
2

Barbara M. Dilaconi, ESQ. which is

803 Main St, Suite 201, Klamath Falls, OR 97601-6070

11969002484055181787
4

SKY LAKES MEDICAL CENTER INC.

C/O BARBARA M. DILACONI, ESQ.
KLAMATH FALLS, OR 97601-6070

803 MAIN STREET - SUITE 201

11969002484055181794
6

SKY LAKES MEDICAL CENTER INC.

2865 DAGGETT

KLAMATH FALLS, OR 97601

11969002484055181800
8

J NOZIPO MARAIRE TRUSTEE

C/O DONALD R. CRANE, ATTORNEY
CHILOQUIN, OR 97624

37070 HIGHWAY 62

11969002484055181817
10

ALLEN N CHIURA TRUSTEE

C/O DONALD R. CRANE, ATTORNEY
CHILOQUIN, OR 97624

37070 HIGHWAY 62

11969002484055181824
12

SOUTH VALLEY BANK & TRUST

P O BOX 5210

KLAMATH FALLS, OR 97601

11969002484055181831
14

SOUTH VALLEY BANK & TRUST

803 MAIN STREET/3RD FLOOR

KLAMATH FALLS, OR 97601

Exhibit A to Affidavit of Mailing

Sender: Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Postal Class: Electronic - Ret

Type of Mailing: ORNTS

Affidavit Attachment: 0078086-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

71969002484045126660
1

Barbara M. Dilaconi, ESQ. which is

Address Line 1/3

803 Main St, Suite 201, Klamath Falls, OR 97601-6070

Address Line 2/4

71969002484045126677
3

SKY LAKES MEDICAL CENTER INC.

C/O BARBARA M. DILAIONI, ESQ.
KLAMATH FALLS, OR 97601-6070

803 MAIN STREET - SUITE 201

71969002484045126684
5

SKY LAKES MEDICAL CENTER INC.

2865 DAGGETT

KLAMATH FALLS, OR 97601

71969002484045126691
7

J NOZIPO MARAIRE TRUSTEE

C/O DONALD R. CRANE, ATTORNEY
CHILOQUIN, OR 97624

37070 HIGHWAY 62

71969002484045126707
9

ALLEN N CHIURA TRUSTEE

C/O DONALD R. CRANE, ATTORNEY
CHILOQUIN, OR 97624

37070 HIGHWAY 62

71969002484045126714
11

SOUTH VALLEY BANK & TRUST

P O BOX 5210

KLAMATH FALLS, OR 97601

71969002484045126721
13

SOUTH VALLEY BANK & TRUST

803 MAIN STREET/3RD FLOOR

KLAMATH FALLS, OR 97601

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0078087-01

T.S. No.: 15-33992

Loan No.: 501566723

STATE OF California }
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of Law Offices of Les Zieve and that on 10/19/2016, (s)he caused to be mailed copies of the document entitled Notice _____ Notice of Sale, Tenant Notice and Danger Notice _____ via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

X Clifton McBride
Clifton McBride

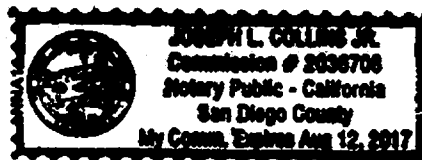
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 21 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Clifton McBride personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



**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:
3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601

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

The amount you would have to pay as of 10/19/2016 to bring your mortgage loan current was \$91,804.21. (See enclosed Notice of Sale for additional details regarding this amount.) 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 (503) 946-6558 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:

One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(503) 946-6558

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

Sale Date: 2/22/2017 Time: 10:00 AM

Place: Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601

TRUSTEE'S NOTICE OF SALE

TS NO.: 15-33992

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by ALLEN N CHIURA as Grantor to AMERITITLE, as trustee, in favor of SOUTH VALLEY BANK & TRUST, as Beneficiary, dated 4/15/2005, recorded 4/20/2005, in mortgage records of Klamath County, Oregon Document No. in Book M05 Page 27866 covering the following described real property situated in said County and State, to-wit:

Parcel 1 of Land Partition 59-04, said Land Partition being a replat of Parcel 3 of Land Partition 39-97, Land Partition 39-97 being a portion of Parcel 2 of "Minor Land Partition 9-90", said Land Partition 59-04 being situated in the NE1/4 of the SE1/4 of Section 15, Township 38 South, range 9 East of the Willamette Meridian, Klamath County, Oregon. TOGETHER WITH an easement for ingress and egress over and across Parcel 2 of Land Partition 59-04 as created by Land Partition 39-97 and as delineated on the face of Land Partition 59-04.

The street address or other common designation, if any for the real property described above is purported to be:
**3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-015D0-00104-000**

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

The monthly installment of principal and interest which became due on 5/1/2014, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The amount required to cure the default in payments to date is calculated as follows:

From: 5/1/2014

Total of past due payments: \$71,491.96

Late Charges: \$3,122.17

Additional charges (Taxes, Insurance): (\$3,573.29)

Additional charges Unpaid fees: \$11,470.80

Trustee's Fees and Costs: \$5,719.28

. Total necessary to cure: \$90,804.21

Zieve, Brodnax & Steele, LLP
30 Corporate Park, Suite 450
Irvine, CA 92606
(714) 848-7920

Date: 10/19/2016

T.S. Number: 15-33992

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:

Ventures Trust 2013-I-H-R

2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of 10/19/2016 the total delinquency owed was \$90,804.21, but this amount will increase until the delinquency has been fully paid.
4. As of 10/19/2016 the amount required to pay the entire debt in full was the unpaid principal balance of \$391,237.79, plus interest from 4/1/2014, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 2/22/2017. 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

Exhibit A to Affidavit of Mailing

Sender:

Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Postal Class: First Class

Type of Mailing: ORNTSHO

Affidavit Attachment: 0078087-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

11969002484055181848
2

J NOZIPO MARAIRE, AS TRUSTEE

Address Line 1/3

3635 COUGAR BUTTE LANE

Address Line 2/4

KLAMATH FALLS, Oregon 97601

11969002484055181855
4

ALLEN N CHIURA, AS TRUSTEE

3635 COUGAR BUTTE LANE

KLAMATH FALLS, Oregon 97601

11969002484055181862
6

ALLEN N CHIURA

3635 COUGAR BUTTE LANE

KLAMATH FALLS, Oregon 97601

Exhibit A to Affidavit of Mailing

Postal Class:	Electronic - Ret	Sender:	Law Offices Of Les Zieve 30 Corporate Park Drive, Suite 450 Irvine CA 92606	
Type of Mailing:	ORNTSHO			
Affidavit Attachment: 0078087-01 000 20161019 Zieve000336				
Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484045126738	1	J NOZIPO MARAIRE, AS TRUSTEE	3635 COUGAR BUTTE LANE	KLAMATH FALLS, Oregon 97601
71969002484045126745	3	ALLEN N CHIUURA, AS TRUSTEE	3635 COUGAR BUTTE LANE	KLAMATH FALLS, Oregon 97601
71969002484045126752	5	ALLEN N CHIUURA	3635 COUGAR BUTTE LANE	KLAMATH FALLS, Oregon 97601

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0078088-01

T.S. No.: 15-33992

Loan No.: 501566723

STATE OF California }
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of Law Offices of Les Zieve and that on 10/19/2016, (s)he caused to be mailed copies of the document entitled Notice _____ Notice of Sale and Tenant Notice _____ via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

x Clifton McBride
Clifton McBride

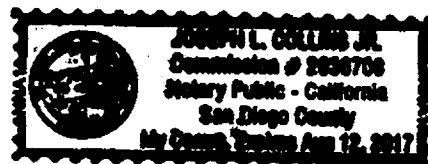
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 21 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Clifton McBride personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



TRUSTEE'S NOTICE OF SALE

TS NO.: 15-33992

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by ALLEN N CHIURA as Grantor to AMERITITLE, as trustee, in favor of SOUTH VALLEY BANK & TRUST, as Beneficiary, dated 4/15/2005, recorded 4/20/2005, in mortgage records of Klamath County, Oregon Document No. in Book M05 Page 27866 covering the following described real property situated in said County and State, to-wit:

Parcel 1 of Land Partition 59-04, said Land Partition being a replat of Parcel 3 of Land Partition 39-97, Land Partition 39-97 being a portion of Parcel 2 of "Minor Land Partition 9-90", said Land Partition 59-04 being situated in the NE1/4 of the SE1/4 of Section 15, Township 38 South, range 9 East of the Willamette Meridian, Klamath County, Oregon. TOGETHER WITH an easement for ingress and egress over and across Parcel 2 of Land Partition 59-04 as created by Land Partition 39-97 and as delineated on the face of Land Partition 59-04.

The street address or other common designation, if any for the real property described above is purported to be:
**3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: R-3809-015D0-00104-000

Both the beneficiary and the trustee, Benjamin D. Petiprin, attorney at law have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

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Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The amount required to cure the default in payments to date is calculated as follows:

From: 5/1/2014

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Late Charges: \$3,122.17

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Total necessary to cure: \$90,804.21

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

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Exhibit A to Affidavit of Mailing

Sender:

Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Postal Class: First Class

Type of Mailing: ORRES

Affidavit Attachment: 0078088-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

11969002484055181879

2 Residential Tenants

Address Line 1/3

3635 COUGAR BUTTE LANE

Address Line 2/4

KLAMATH FALLS, Oregon 97601

Exhibit A to Affidavit of Mailing

Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Sender:

Postal Class: Electronic - Ret

Type of Mailing: ORRES

Affidavit Attachment: 0078088-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

71969002484045126769
1

Residential Tenants

Address Line 1/3

3635 COUGAR BUTTE LANE

Address Line 2/4

KLAMATH FALLS, Oregon 97601

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0078089-01

T.S. No.: 15-33992

Loan No.: 501566723

STATE OF California }
COUNTY OF Orange

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, at 9620 Ridgheaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of Law Offices of Les Zieve and that on 10/19/2016, (s)he caused to be mailed copies of the document entitled Notice Notice of Sale, Tenant Notice and Danger Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".

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

X Clifton McBride
Clifton McBride

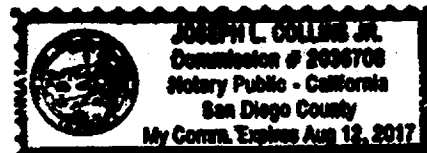
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 21 2017 before me, the undersigned, a Notary Public in and for said State, personally appeared Clifton McBride personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Joseph C. Collins Jr.



TRUSTEE'S NOTICE OF SALE

TS NO.: 15-33992

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3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601

The Tax Assessor's Account ID for the Real Property is purported to be: R-3809-015D0-00104-000

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Nothing in this notice of default should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The amount required to cure the default in payments to date is calculated as follows:

From: 5/1/2014

Total of past due payments: \$71,491.96

Late Charges: \$3,122.17

Additional charges (Taxes, Insurance): (\$3,573.29)

Additional charges Unpaid fees: \$11,470.80

Trustee's Fees and Costs: \$5,719.28

Total necessary to cure: \$90,804.21

**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:
3635 COUGAR BUTTE LANE
KLAMATH FALLS, Oregon 97601

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

The amount you would have to pay as of 10/19/2016 to bring your mortgage loan current was \$91,804.21. (See enclosed Notice of Sale for additional details regarding this amount.) 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 (503) 946-6558 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:

One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(503) 946-6558

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

Sale Date: 2/22/2017 Time: 10:00 AM

Place: Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 2/22/2017. 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

Exhibit A to Affidavit of Mailing

Sender:

Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Postal Class: First Class

Type of Mailing: OROCC

Affidavit Attachment: 0078089-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

11969002484055181893

2 Occupant

Address Line 1/3

3635 COUGAR BUTTE LANE

Address Line 2/4

KLAMATH FALLS, Oregon 97601

Exhibit A to Affidavit of Mailing

Sender:

Law Offices Of Les Zieve
30 Corporate Park Drive, Suite 450
Irvine CA 92606

Postal Class: Electronic - Ret

Type of Mailing: OROCC

Affidavit Attachment: 0078089-01 000 20161019 Zieve000336

Postal Number Sequence Recipient Name

71969002484045126776

Occupant

Address Line 1/3

3635 COUGAR BUTTE LANE

Address Line 2/4

KLAMATH FALLS, Oregon 97601

Unofficial Copy