

2017-004719

Klamath County, Oregon

05/04/2017 03:25:00 PM

Fee: \$152.00

RECORDING COVER SHEET *(Please Print or Type)*

This cover sheet was prepared by the person presenting the Instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

- 1.) Title(s) of the transaction(s) ORS 205.234(a):
Affidavit of Mailing Notice of Sale
Affidavit of Service or Posting
Affidavit of Publication
Affidavit of Compliance
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
Current Borrower(s): **Andrew J. Cayer, Shalan E Peck**
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
QUALITY LOAN SERVICE CORPORATION OF WASHINGTON
U.S. BANK NATIONAL ASSOCIATION
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: *Not applicable*
- 5.) Send tax statements to: *Not applicable*
- 6.) Satisfaction of order or warrant ORS 205.125(1)(c): *Not applicable*
- Check One: *(if applicable)* _____ Full or _____ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: *Not applicable*

RERECORDED AT THE REQUEST OF _____ TO CORRECT _____
PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____

WHEN RECORDED MAIL TO:

Quality Loan Servicer Corporation of Washington
c/o Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

AFFIDAVIT OF MAILING NOTICE OF SALE AND NOTICE TO THE GRANTOR UNDER ORS 86.756

I, **Kathrina Estoque**, of **Quality Loan Service Corporation of Washington**, do hereby certify that: At all times hereinafter mentioned I was and now am a resident of the State of Washington, I am a competent person over the age of eighteen years and am not the beneficiary or his or her successor in interest named in the attached original or copy of notice of sale given under the terms of that certain trust deed described in said notice. I have continuing access to the business records for the subject loan, and I have personally reviewed the subject business records, specifically the mailings, relied upon to compile this Affidavit. Based on my review of the business records, the notice of sale of the real property was provided as required under ORS § 86.756, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS
SEE ATTACHED

CERTIFIED NO.

Said person(s) include the grantor of the trust deed, any successor in interest to the grantor 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 so mailed was certified to be a true copy of the original notice of sale by **Quality Loan Service Corporation of Washington**, the trustee named in said notice; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail, in **San Diego, California**, on **12/23/2016**. Each of said notices were mailed after the notice of default and election to sell described in said Notice of Sale was recorded and at least 120 days before the day fixed in said notice by the trustee for the trustee's sale.

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

Dated:

5/4/2017

By: Kathrina Estoque
Kathrina Estoque, Assistant Secretary, Quality Loan Service
Corp. of Washington

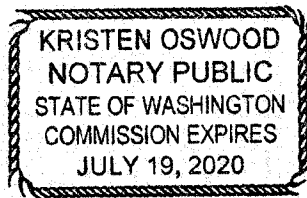
State of: Washington

County of: King

I certify that I know or have satisfactory evidence that Kathrina Estoque is the person who appeared before me, and said person acknowledged that (he)(she) signed this instrument and acknowledged it to be (his)(her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated:

5-4-2017



Signature

Title

Kristen Oswood

Notary

My appointment expires:

7-19-2020

AFFIDAVIT OF MAILING

Date: 12/23/2016
T.S. No.: OR-16-751086-SW
Mailing: Notice of Sale

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108. It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on 12/23/2016, a copy of the Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

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

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

Date: 12/23/2016



Affiant Christian Aguilar, as Authorized Signor of IDSolutions, Inc.

Andrew J. Cayer
2825 Wiard Street
Klamath Falls, OR 97603
First Class and Cert. No. 71039628594232170139

CURRENT OCCUPANT
2825 WIARD STREET
KLAMATH FALLS, OR 97603
First Class and Cert. No. 71039628594232170146

Shalan E Peck
2825 Wiard Street
Klamath Falls, OR 97603
First Class and Cert. No. 71039628594232170153

TRUSTEE'S NOTICE OF SALE

T.S. No.: OR-16-751086-SW

Reference is made to that certain deed made by, **ANDREW J. CAYER AND SHALAN E PECK, AS JOINT TENANTS**, as Grantor to **FIRST AMERICAN TITLE COMPANY OF OREGON**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR AXIA FINANCIAL, LLC**, as Beneficiary, dated 11/5/2015, recorded 11/6/2015, in official records of **KLAMATH County, Oregon** in book/reel/volume No. and/or as fee/file/instrument/microfilm/reception number **2015-012196** and subsequently assigned or transferred by operation of law to **U.S. BANK NATIONAL ASSOCIATION** covering the following described real property situated in said County, and State, to-wit:

APN: R522786/R522777 R-3909-002DC-05200-000 R-3909-002DC-002DC-05300-000

THE NORTH ONE-HALF OF LOT 30, BAILEY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: 2825 Wiard Street, Klamath Falls, OR 97603

The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary 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 86.752(7).

Both the beneficiary and the trustee 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 86.752(3) of Oregon Revised Statutes.

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 sum:

TOTAL REQUIRED TO REINSTATE:	<u>\$6,377.77</u>
TOTAL REQUIRED TO PAYOFF:	<u>\$94,649.55</u>

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

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:

The installments of principal and interest which became due on 2/1/2016, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due (if applicable) for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Whereof, notice hereby is given that **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, the undersigned trustee will on **5/9/2017** at the hour of **10:00AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **Inside the main lobby of the County Courthouse located at 316 Main Street Klamath Falls, Oregon 97601 County of KLAMATH, State of Oregon**, 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

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Unofficial
Copy

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 86.778 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 and 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.

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:

Name and Last Known Address and Nature of Right, Lien or Interest

Andrew Cayer
2825 Wiard Street
Klamath Falls, OR 97603
Original Borrower

Shalan Peck
2825 Wiard Street
Klamath Falls, OR 97603

For Sale Information Call: 888-988-6736 or Login to: Salestrack.tdsf.com

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

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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

NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO

T.S. No.: **OR-16-751086-SW**

TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No: OR-16-751086-SW

Dated:

12.23.16

Quality Loan Service Corporation of Washington, as Trustee

Signature By:



Meesha Batson, Assistant Secretary

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Trustee's Physical Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202, Seattle, WA 98104
Toll Free: (866) 925-0241

T.S. No.: OR-16-751086-SW

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 5/9/2017. 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:

- **60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR**
- **AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.**

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

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

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

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

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

Oregon State Bar: (503) 684-3763; (800) 452-7636
Legal assistance: <http://oregonlawhelp.org/>

TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-16-751086-SW**

Reference is made to that certain deed made by, **ANDREW J. CAYER AND SHALAN E PECK, AS JOINT TENANTS**, as Grantor to **FIRST AMERICAN TITLE COMPANY OF OREGON**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR AXIA FINANCIAL, LLC**, as Beneficiary, dated **11/5/2015**, recorded **11/6/2015**, in official records of **KLAMATH County, Oregon** in book/reel/volume No. and/or as fee/file/instrument/microfilm/reception number **2015-012196** and subsequently assigned or transferred by operation of law to **U.S. BANK NATIONAL ASSOCIATION** covering the following described real property situated in said County, and State, to-wit:

APN: R522786/R522777 R-3909-002DC-05200-000 R-3909-002DC-002DC-05300-000

THE NORTH ONE-HALF OF LOT 30, BAILEY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: **2825 Wiard Street, Klamath Falls, OR 97603**

The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary 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 86.752(7).

Both the beneficiary and the trustee 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 86.752(3) of Oregon Revised Statutes.

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 sum:

TOTAL REQUIRED TO REINSTATE:	<u>\$6,377.77</u>
TOTAL REQUIRED TO PAYOFF:	<u>\$94,649.55</u>

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

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:

The installments of principal and interest which became due on 2/1/2016, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due (if applicable) for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Whereof, notice hereby is given that **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, the undersigned trustee will on **5/9/2017** at the hour of **10:00AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **Inside the main lobby of the County Courthouse located at 316 Main Street Klamath Falls, Oregon 97601** County of **KLAMATH**, State of Oregon, 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 86.778 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 and 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.

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:

Name and Last Known Address and Nature of Right, Lien or Interest

Andrew Cayer
2825 Wiard Street
Klamath Falls, OR 97603
Original Borrower

Shalan Peck
2825 Wiard Street
Klamath Falls, OR 97603

For Sale Information Call: 888-988-6736 or Login to: Salestrack.tdsf.com

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

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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.

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T.S. No.: OR-16-751086-SW

TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.


TS No: OR-16-751086-SW

Dated:

12.23.16

Quality Loan Service Corporation of Washington, as Trustee

Signature By:



Meesha Batson, Assistant Secretary

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

Trustee's Physical Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202, Seattle, WA 98104
Toll Free: (866) 925-0241

T.S. No.: OR-16-751086-SW

NOTICE TO RESIDENTIAL TENANTS

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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**
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You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

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

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

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

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

Oregon State Bar: (503) 684-3763; (800) 452-7636

Legal assistance: <http://oregonlawhelp.org/>

**PROOF OF SERVICE
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE

FOR THE WITHIN NAMED: Occupants of **2825 Wiard St. Klamath Falls, OR 97603**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to Andy Cayer at the address below.

☒ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to Andy Cayer, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: Shalan Cayer & Renee Holloway

☐ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1st Attempt:

2nd Attempt:

3rd Attempt:

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on ___ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of January 5, 2017, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

Chelsea Chambers

2825 Wiard St. Klamath Falls, OR 97603

ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

January 3, 2017
DATE OF SERVICE

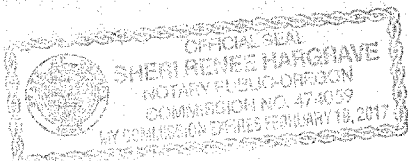
10:40 AM
TIME OF SERVICE

☐ or non occupancy

By: [Signature]

ROBERT W. BOLENBAUGH

Subscribed and sworn to before on this 5 day of January, 2017.



Sheri Hargrave

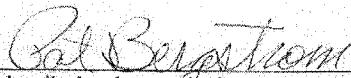
Notary Public for Oregon

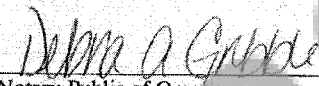
**AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH**

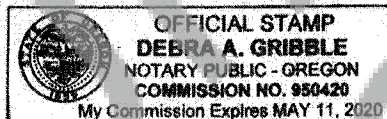
I, Pat Bergstrom, Legal Specialist, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#17430 SALE CAYER / PECK IDSPUB #0120402 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:
02/21/2017 02/28/2017 03/07/2017 03/14/2017

Total Cost: \$2195.00


Subscribed and sworn by Pat Bergstrom before me on:
14th day of March in the year of 2017


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



**TRUSTEE'S NOTICE OF SALE
T.S. No.: OR-16-751086-SW**

Reference is made to that certain deed made by, **ANDREW J. CAYER AND SHALAN E. PECK, AS JOINT TENANTS**, as Grantor to **FIRST AMERICAN TITLE COMPANY OF OREGON**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR AXIA FINANCIAL, LLC**, as Beneficiary, dated 11/5/2015, recorded 11/8/2015, in official records of Klamath County, Oregon in book/reel/volume No. and/or as fee/file/instrument/microfilm / reception number 2015-012196 and subsequently assigned or transferred by operation of law to **U.S. BANK NATIONAL ASSOCIATION** covering the following described real property situated in said County, and State, to-wit: **APN: R522786/R522777 R-3909-002DC-05200-000 R-3909-002DC-002DC-05300-000 THE NORTH ONE-HALF OF LOT 30, BAILEY TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 2825 Wiard Street, Klamath Falls, OR 97603**. The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary 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 86.752(7).

Both the beneficiary and the trustee 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 86.752 (3) of Oregon Revised Statutes. 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 sum: **TOTAL REQUIRED TO REINSTATE, F.N.D. Reinstatement Total TOTAL REQUIRED TO PAYOFF: \$94,949.35** Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

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: The installments of principal and interest which became due on 2/1/2016, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due (if applicable) for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Whereof, notice hereby is given that **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, the undersigned trustee will on 5/9/2017 at the hour of 10:00AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, inside the main lobby of the County Courthouse located at 316 Main Street Klamath Falls, Oregon 97601 County of Klamath, State of Oregon, 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 86.778 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 and 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. 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: Name and Last Known Address and Nature of Right, Lien or Interest Andrew Cavor 2825 Wiard Street Klamath Falls, OR 97603. Original Borrower Shalan Peck 2825 Wiard Street Klamath Falls, OR 97603 For Sale Information Call: 888-988-6736 or Login to: Salestrack.tdsf.com

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest. If any Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders rights against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. **Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.** **NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771. QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. TS No. OR-16-751086-SW Dated: 12/23/2016. Quality Loan Service Corporation of Washington, as Trustee Signature By: Meesha Batson, Assistant Secretary Trustee's Mailing Address: Quality Loan Service Corp. of Washington C/O Quality Loan Service Corporation 411 Ivy Street San Diego, CA 92101 Trustee's Physical Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 IDSPub #0120402 2/21/2017 2/28/2017 3/7/2017 3/14/2017 #17430 February 21, 28, March 07, 14, 2017.**

After Recording, Return To:
Quality Loan Service Corporation of Washington
C/O Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101

**AFFIDAVIT OF COMPLIANCE
with ORS 86.748(1)**

Grantor(s): Andrew J. Cayer, Shalan E Peck
Beneficiary: U.S. Bank National Association
Mortgage Servicer: U.S. Bank National Association
Trustee: Quality Loan Service Corporation of Washington
Trustee Sale Number: OR-16-751086-SW
Property Address: 2825 Wiard Street, Klamath Falls, OR 97603
DOT Rec. Instrument/Book/Page Instrument No. 2015-012196

I, the undersigned, hereby declare that:

- (1) I am the Laci R. Payne of U.S. Bank National Association, who is the Beneficiary in the above referenced trustee's sale.
- (2) I certify that the beneficiary and the trustee as of this date are the beneficiary and trustee named above.
- (3) ☒ The grantor did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.
OR
☐ In accordance with ORS 86.748, a written notice was sent to the grantor(s) and the Oregon Department of Justice explaining in plain language that:

☐ The grantor(s) is/are not eligible for any foreclosure avoidance measure; or
☐ The grantor(s) has/have not complied with the terms of a foreclosure avoidance measure to which the grantor(s) and beneficiary had agreed.
- (4) By reason of the above, the beneficiary or beneficiary's agent has complied with the requirements of ORS 86.748(1).

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: OR-16-751086-SW

Date: March 23, 2017

Laci R. Payne
Signature

Laci R. Payne, Officer
Printed name of person signing this affidavit

State of: Kentucky)

County of: Daviess)

The foregoing instrument was subscribed and sworn to before me this March 23, 2017, by Laci R. Payne, Officer, of U.S. Bank National Association, a federally chartered banking association, on behalf of U.S. Bank National Association.

Kimberly Osborne
Notary Public

(seal)

State at Large
(title or rank)

