

2017-012710

Klamath County, Oregon

11/03/2017 01:49:48 PM

Fee: \$77.00

**RECORDING COVER SHEET
FOR NOTICE OF SALE PROOF**

OF COMPLIANCE, PER ORS 205.234

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

AFTER RECORDING RETURN
CLEAR RECON CORP.
111 SW Columbia Street #950
Portland, OR 97201

This Space For County Recording Use Only

160249771

TRANSACTION INCLUDES:

AFFIDAVIT OF MAILING AMENDED NOS

Original Grantor on Trust Deed

GREGORY S HALL AND VANESSA R HALL

Beneficiary

BANC OF CALIFORNIA, NATIONAL ASSOCIATION DBA BANC HOME LOANS

Deed of Trust Instrument Number:

Instrument #: 2015-010661

Trustee

CLEAR RECON CORP.
111 SW Columbia Street #950
Portland, OR 97201



AFFIDAVIT OF MAILING

T.S. NO.: 050734-OR

State: OR

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Omar A. Cortes, certify as follows:

I am not a party to the action and at all time herein mentioned a citizen of the United States, over the age of eighteen years employed by Aldridge Pite, LLP, and a resident of San Diego, California:

That on 10/24/2017, I deposited in the United States Mail copies of the attached Oregon Amended NOS, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

SEE ATTACHED – Oregon Amended NOS

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 10/25/2017 in San Diego, California.

Omar Cortes

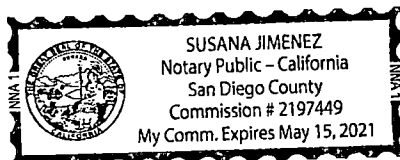
Affiant: Omar A. Cortes, Mail Service Administrative Support

PURSUANT TO CAL. CIVIL CODE § 1189:

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.

SUBSCRIBED AND SWORN to (or affirmed) before me this 25 day of October, 2017, by Omar A. Cortes, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: Susana Jimenez

Residing at: San Diego

BUSINESS ADDRESS OF AFFIANT: 4375 JUTLAND DRIVE, SAN DIEGO, CA 92117

CRCAFFOM 12222015

Dovenmuehle Mortgage, Inc.

AMENDED TRUSTEE'S NOTICE OF SALE

TS No.: 050734-OR
Loan No.: *****1963

The Notice of Default and original Notice of Sale given pursuant Oregon Revised Statute Section 86.774 stated that the property would be sold on 7/27/2017, at the hour of 10:00 AM Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the Court or by proceedings under the United States Bankruptcy Code or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on 9/29/2017.

The sale is now scheduled to occur on 11/28/2017, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601** as explained more fully below. Reference is made to that certain trust deed (the "Deed of Trust") executed by GREGORY S HALL AND VANESSA R HALL, as Grantor, to FIRST AMERICAN TITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., AS NOMINEE FOR BANC OF CALIFORNIA, NATIONAL ASSOCIATION, DBA BANC HOME LOANS, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 9/23/2015, recorded 9/28/2015, as Instrument No. 2015-010661, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

Unit 10728 (Vincent Drive), Tract 1365 - FALCON HEIGHTS CONDOMINIUMS STAGE 2,
according to the official plat thereof on file in the office of the County Clerk, Klamath
County, Oregon.
APN: R885971 / R-3909-03400-80043-000

Commonly known as:
10728 VINCENT DRIVE
KLAMATH FALLS, OR 97603

The current beneficiary is:
BANC OF CALIFORNIA, NATIONAL ASSOCIATION DBA BANC HOME LOANS

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made-is the grantor's failure to pay when due, the following sums:

<i>Delinquent Payments:</i>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
<u>Dates:</u>			
07/01/16 thru 01/01/17	7	\$718.00	\$5,026.00
02/01/17 thru 03/01/17	2	\$702.34	\$1,404.68
<i>Late Charges:</i>			\$85.20
<i>Beneficiary Advances:</i>			\$9,690.58
<i>Foreclosure Fees and Expenses:</i>			\$2,490.86
		Total Required to Reinstate:	\$18,697.32
		TOTAL REQUIRED TO PAYOFF:	\$130,515.31

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$111,914.94 together with interest thereon at the rate of 3.875 % per annum, from 6/1/2016 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

TS No.: 050734-OR
Loan No.: *****1963

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on **11/28/2017**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

CLEAR RECON CORP
111 SW Columbia Street #950
Portland, OR 97201
Phone: 858-750-7600
866-931-0036

Dated: 10/24/2017

By: 
Name: CHRISTINE RATZLAFF
Authorized Signatory of Trustee

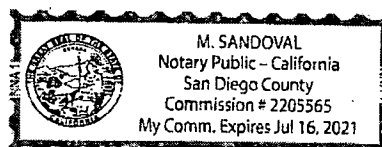
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State California)
County of San Diego) ss.

On OCT 24 2017 before me, M. Sandoval, Notary Public, personally appeared CHRISTINE RATZLAFF who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



TS No.: 050734-OR
Loan No.: *****1963

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 11/28/2017 at **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601** at 10:00 AM. 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

TS No.: 050734-OR
Loan No.: *****1963

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..

Trustee: CLEAR RECON CORP.,
111 SW Columbia Street #950
Portland, OR 97201

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

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

Recipient List (addresses)

Client: Dovenmuehle Mortgage, Inc.

385188

GREGORY S HALL

10728 VINCENT DRIVE

KLAMATH FALLS, OR 97603

9214890144258225481652 (Electronic Return Receipt)

385188

GREGORY S HALL

10728 VINCENT DRIVE

KLAMATH FALLS, OR 97603

385188

VANESSA R HALL

10728 VINCENT DRIVE

KLAMATH FALLS, OR 97603

9214890144258225481676 (Electronic Return Receipt)

385188

VANESSA R HALL

10728 VINCENT DRIVE

KLAMATH FALLS, OR 97603

385188

Occupants/Tenants

10728 VINCENT DR

KLAMATH FALLS, OR 97603

9214890144258225481690 (Electronic Return Receipt)

385188

Occupants/Tenants

10728 VINCENT DR

KLAMATH FALLS, OR 97603

385188
GREGORY S HALL
1218 SUMMERS LN
KLAMATH FALLS, OR 97603
9214890144258225481713 (Electronic Return Receipt)

385188
GREGORY S HALL
1218 SUMMERS LN
KLAMATH FALLS, OR 97603

385188
VANESSA R HALL
1218 SUMMERS LN
KLAMATH FALLS, OR 97603
9214890144258225481737 (Electronic Return Receipt)

385188
VANESSA R HALL
1218 SUMMERS LN
KLAMATH FALLS, OR 97603