

**RECORDING COVER SHEET**  
**Pursuant to ORS 205.234**

**2017-014206**

**Klamath County, Oregon**

**12/14/2017 01:34:01 PM**

**Fee: \$302.00**

**After recording return to:**

Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
Phone: (503) 946-6558  
TS NO.: 17-46828

1. AFFIDAVIT OF MAILING – (s)
2. AFFIDAVIT OF MAILING – TRUSTEE’S NOTICE OF SALE
3. TRUSTEE’S NOTICE OF SALE & DANGER NOTICE
4. PROOF OF SERVICE
5. AFFIDAVIT OF PUBLICATION

**Original Grantor(s) on Trust Deed:**  
JANICE SUE MOORE

**Beneficiary:**  
Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

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

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0094931-01

T.S. No.: 17-46828

Loan No.: 0001546471

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 8/10/2017, (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

  
Irving Carrillo

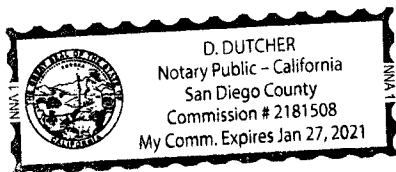
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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.

State of California )  
 County of San Diego )  
 On SEP 08 2017 before me, David Dutcher,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Irving Carrillo  
 Name(s) of Signer(s)

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 D. Dutcher  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: AFF. of mailing ZBS 0094931-01  
 Document Date: 8-10-17 Number of Pages: 13 sheets  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

**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:  
2609 RECLAMATION AVE  
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 estimated amount you would have to pay as of 8/15/2017 to bring your mortgage loan current was \$27,601.10. (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:

Amy F. Harrington, Attorney at Law  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> 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: 12/19/2017      Time: 10:00 AM

Place: On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, OR 97601

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

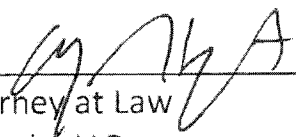
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Bayview Loan Servicing, LLC at 877-205-9958 to find out if your lender is willing to give you more time 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](http://www.osbar.org)**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://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: 8.3.17

Trustee Name: Amy F. Harrington, Attorney at Law

Trustee Signature:   
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Trustee telephone number: 503-946-6558

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

**Original Beneficiary Name:**  
CITIFINANCIAL, INC.

**Current Beneficiary Name:**  
Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

**Trustor Name:**  
JANICE SUE MOORE

**Original Trustee Name:**  
FIRST AMERICAN TITLE

**Original trust deed recorded:**  
8/27/2007, as Document No.: 2007-015080

**TS NO. 17-46828**

**After recording return to:**  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

**RECORDING COVER SHEET**

## TRUSTEE'S NOTICE OF SALE

TS NO.: 17-46828

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JANICE SUE MOORE as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 8/13/2007, recorded 8/27/2007, in mortgage records of Klamath County, Oregon Document No. 2007-015080 in Book Page covering the following described real property situated in said County and State, to-wit:

LOT 7 IN OLD ORCHARD MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:  
**2609 RECLAMATION AVE  
KLAMATH FALLS, OREGON 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-034CB-06400-000 / R444282**

Both the beneficiary and the trustee, Amy F. Harrington, 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 11/17/2015, 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: 11/17/2015 – 8/15/2017**

**Total of past due payments: \$25,196.85**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$568.50**

**Trustee's Fees and Costs: \$2,263.25**

**Fees and Costs: Paid (427.50)**

**Total necessary to cure: \$27,601.10**

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 Amy F. Harrington, 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: **\$213,680.20**

Said sale shall be held at the hour of **10:00 AM** on **12/19/2017** 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:

**On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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:  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

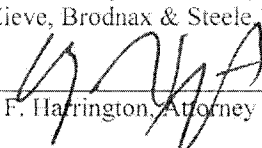
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "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: 8-3-17

Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Signature By: \_\_\_\_\_

  
\_\_\_\_\_  
Amy F. Harrington, Attorney at Law



**Zieve, Brodnax & Steele, LLP**  
**One World Trade Center**  
**121 Southwest Salmon Street, 11th Floor**  
**Portland, OR 97204**  
**(503) 946-6558**

Date: 7/30/2017

T.S. Number: 17-46828

## **DEBT VALIDATION NOTICE**

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

**Bayview Loan Servicing, LLC**

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 **8/15/2017** the total delinquency owed was **\$27,601.10**, but this amount will increase until the delinquency has been fully paid.
4. As of **8/15/2017** the amount required to pay the entire debt in full was the unpaid principal balance of **\$180,526.47**, plus interest from **10/17/2015**, 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 **12/19/2017**. 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

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf;

and

- You must move out by the date the new owner specifies in a notice to you.

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

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

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292

Exhibit A to Affidavit of Mailing

Postal Class: First Class  
Type of Mailing: ORNTSHO  
Affidavit Attachment: 0094931-01 000 20170809 Zieve000336

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

2 (11)9690024861703065  
JANICE SUE MOORE  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

4 (11)9690024861703089  
JANICE SUE MOORE  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

6 (11)9690024861703096  
RHONDA D CLARK  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

8 (11)9690024861703119  
RHONDA D CLARK  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

10 (11)9690024861703133  
JANICE SUE MOORE  
3900 HILYARD AVE APT 507  
KLAMATH FALLS, OR 97603

Exhibit A to Affidavit of Mailing

Postal Class: Electronic - Ret  
Type of Mailing: ORNTSHO  
Affidavit Attachment: 0094931-01 000 20170809 Zieve000336

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

1 71969002484048278007  
JANICE SUE MOORE  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

3 71969002484048278014  
JANICE SUE MOORE  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

5 71969002484048278038  
RHONDA D CLARK  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

7 71969002484048278045  
RHONDA D CLARK  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

9 71969002484048278052  
JANICE SUE MOORE  
3900 HILYARD AVE APT 507  
KLAMATH FALLS, OR 97603

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0094929-01

T.S. No.: 17-46828

Loan No.: 0001546471

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 8/10/2017, (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   
Irving Carrillo

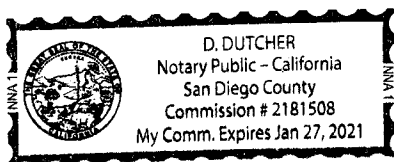
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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.

State of California )  
 County of San Diego )  
 On SEP 08 2017 before me, David Dutcher  
 Date Here Insert Name and Title of the Officer  
 personally appeared Irvine Carrillo  
 Name(s) of Signer(s)

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 D. Dutcher  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: AFF. OF mailing/ ZBS 0094929-01  
 Document Date: 8-10-17 Number of Pages: 1/5 sheets  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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

**Original Beneficiary Name:**  
CITIFINANCIAL, INC.

**Current Beneficiary Name:**  
Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

**Trustor Name:**  
JANICE SUE MOORE

**Original Trustee Name:**  
FIRST AMERICAN TITLE

**Original trust deed recorded:**  
8/27/2007, as Document No.: 2007-015080

**TS NO. 17-46828**

**After recording return to:**  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

**RECORDING COVER SHEET**



## TRUSTEE'S NOTICE OF SALE

TS NO.: 17-46828

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JANICE SUE MOORE as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 8/13/2007, recorded 8/27/2007, in mortgage records of Klamath County, Oregon Document No. 2007-015080 in Book Page covering the following described real property situated in said County and State, to-wit:

LOT 7 IN OLD ORCHARD MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:  
**2609 RECLAMATION AVE  
KLAMATH FALLS, OREGON 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-034CB-06400-000 / R444282**

Both the beneficiary and the trustee, Amy F. Harrington, 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 11/17/2015, 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: 11/17/2015 – 8/15/2017**

**Total of past due payments: \$25,196.85**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$568.50**

**Trustee's Fees and Costs: \$2,263.25**

**Fees and Costs: Paid (427.50)**

**Total necessary to cure: \$27,601.10**

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 Amy F. Harrington, 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: **\$213,680.20**

Said sale shall be held at the hour of **10:00 AM** on **12/19/2017** 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:

**On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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:  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

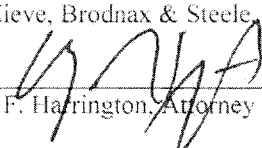
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "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: 8-3-17

Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Signature By: \_\_\_\_\_

  
\_\_\_\_\_  
Amy F. Harrington, Attorney at Law

**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:  
2609 RECLAMATION AVE  
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 estimated amount you would have to pay as of 8/15/2017 to bring your mortgage loan current was \$27,601.10. (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:

Amy F. Harrington, Attorney at Law  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> 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: 12/19/2017      Time: 10:00 AM

Place: On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, OR 97601

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

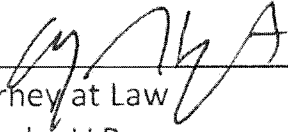
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Bayview Loan Servicing, LLC at 877-205-9958 to find out if your lender is willing to give you more time 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](http://www.osbar.org)**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://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: 8.3.17

Trustee Name: Amy F. Harrington, Attorney at Law

Trustee Signature:   
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Trustee telephone number: 503-946-6558

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **12/19/2017**. 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

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf;

and

- You must move out by the date the new owner specifies in a notice to you.

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

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

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292

Exhibit A to Affidavit of Mailing

Postal Class: First Class  
Type of Mailing: OROCC  
Affidavit Attachment: 0094929-01 000 20170809 Zieve000336

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

2 (11)9690024861702983  
Occupant  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

4 (11)9690024861703034  
Occupant  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

Exhibit A to Affidavit of Mailing

Postal Class: Electronic - Ret  
Type of Mailing: OROCC  
Affidavit Attachment: 0094929-01 000 20170809 Zieve000336

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

1 71969002484048277901  
Occupant  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

3 71969002484048277956  
Occupant  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603



# AFFIDAVIT OF MAILING

**Law Offices of Les Zieve**

Mailing Number 0094930-01

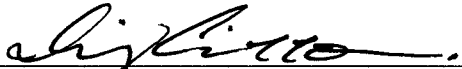
T.S. No.: 17-46828

Loan No.: 0001546471

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 8/10/2017, (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   
Irving Carrillo

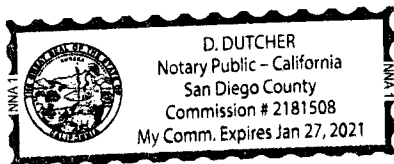
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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.

State of California )  
 County of San Diego )  
 On SEP 08 2017 before me, David Dutcher,  
 Date Here Insert Name and Title of the Officer  
 personally appeared \_\_\_\_\_  
 Name(s) of Signer(s)

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 D. Dutcher  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Aff. of mailing ZBS 0094980-01  
 Document Date: 8-10-17 Number of Pages: 9 sheets  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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

**Original Beneficiary Name:**  
CITIFINANCIAL, INC.

**Current Beneficiary Name:**  
Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

**Trustor Name:**  
JANICE SUE MOORE

**Original Trustee Name:**  
FIRST AMERICAN TITLE

**Original trust deed recorded:**  
8/27/2007, as Document No.: 2007-015080

**TS NO. 17-46828**

**After recording return to:**  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

**RECORDING COVER SHEET**

## TRUSTEE'S NOTICE OF SALE

TS NO.: 17-46828

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JANICE SUE MOORE as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 8/13/2007, recorded 8/27/2007, in mortgage records of Klamath County, Oregon Document No. 2007-015080 in Book Page covering the following described real property situated in said County and State, to-wit:

LOT 7 IN OLD ORCHARD MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:  
**2609 RECLAMATION AVE  
KLAMATH FALLS, OREGON 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-034CB-06400-000 / R444282**

Both the beneficiary and the trustee, Amy F. Harrington, 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 11/17/2015, 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: 11/17/2015 – 8/15/2017**

**Total of past due payments: \$25,196.85**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$568.50**

**Trustee's Fees and Costs: \$2,263.25**

**Fees and Costs: Paid (427.50)**

**Total necessary to cure: \$27,601.10**

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 Amy F. Harrington, 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: **\$213,680.20**

Said sale shall be held at the hour of **10:00 AM** on **12/19/2017** 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:

**On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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:  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

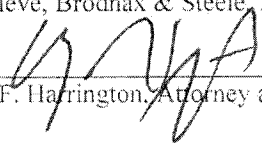
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "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: 8-3-17

Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Signature By: \_\_\_\_\_

  
Amy F. Harrington, Attorney at Law

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **12/19/2017**. 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

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf;

and

- You must move out by the date the new owner specifies in a notice to you.

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

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

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292

Exhibit A to Affidavit of Mailing

|                       |                                     |                                    |
|-----------------------|-------------------------------------|------------------------------------|
| Postal Class:         | First Class                         | Sender: Law Offices Of Les Zieve   |
| Type of Mailing:      | ORNTS                               | 30 Corporate Park Drive, Suite 450 |
| Affidavit Attachment: | 0094930-01 000 20170809 Zieve000336 | Irvine CA 92606                    |

2

(11)9690024861703041  
PROPERTY TAX DIVISION, DEFERRAL UNIT OREGON DEPARTMENT OF REVENUE  
PO BOX 14380  
SALEM, OR 97309-5075



Exhibit A to Affidavit of Mailing

|                       |                                     |                                    |
|-----------------------|-------------------------------------|------------------------------------|
| Postal Class:         | Electronic - Ret                    | Sender: Law Offices Of Les Zieve   |
| Type of Mailing:      | ORNTS                               | 30 Corporate Park Drive, Suite 450 |
| Affidavit Attachment: | 0094930-01 000 20170809 Zieve000336 | Irvine CA 92606                    |

1

71969002484048277970  
PROPERTY TAX DIVISION, DEFERRAL UNIT OREGON DEPARTMENT OF REVENUE  
PO BOX 14380  
SALEM, OR 97309-5075

# AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0094932-01

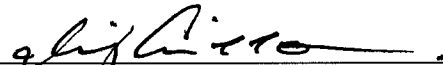
T.S. No.: 17-46828

Loan No.: 0001546471

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 8/10/2017, (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   
Irving Carvillo

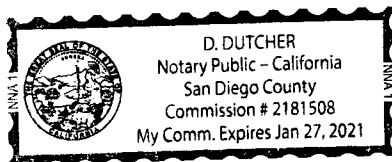
**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**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.

State of California )  
 County of San Diego )  
 On SEP 08 2017 before me, David Dutcher,  
 Date Here Insert Name and Title of the Officer  
 personally appeared Irving Carrillo  
 Name(s) of Signer(s)

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 [Signature]  
 Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: AFF. OF mailing ZBS 0094932-01  
 Document Date: 8/10/17 Number of Pages: 9 sheets  
 Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

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

**Original Beneficiary Name:**  
CITIFINANCIAL, INC.

**Current Beneficiary Name:**  
Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

**Trustor Name:**  
JANICE SUE MOORE

**Original Trustee Name:**  
FIRST AMERICAN TITLE

**Original trust deed recorded:**  
8/27/2007, as Document No.: 2007-015080

**TS NO. 17-46828**

**After recording return to:**  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

**RECORDING COVER SHEET**

## TRUSTEE'S NOTICE OF SALE

TS NO.: 17-46828

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JANICE SUE MOORE as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 8/13/2007, recorded 8/27/2007, in mortgage records of Klamath County, Oregon Document No. 2007-015080 in Book Page covering the following described real property situated in said County and State, to-wit:

LOT 7 IN OLD ORCHARD MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:  
**2609 RECLAMATION AVE  
KLAMATH FALLS, OREGON 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-034CB-06400-000 / R444282**

Both the beneficiary and the trustee, Amy F. Harrington, 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 11/17/2015, 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: 11/17/2015 – 8/15/2017**

**Total of past due payments: \$25,196.85**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$568.50**

**Trustee's Fees and Costs: \$2,263.25**

**Fees and Costs: Paid (427.50)**

**Total necessary to cure: \$27,601.10**

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 Amy F. Harrington, 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: **\$213,680.20**

Said sale shall be held at the hour of **10:00 AM** on **12/19/2017** 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:

**On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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:  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

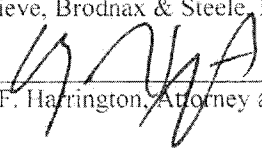
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "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: 8-3-17

Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Signature By: \_\_\_\_\_

  
Amy F. Harrington, Attorney at Law

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **12/19/2017**. 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

of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
  - The new owner is not your landlord and is not responsible for maintaining the property on your behalf;
- and

- You must move out by the date the new owner specifies in a notice to you.

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

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

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636  
Legal Aid Services of Oregon: 1-800-520-5292



Exhibit A to Affidavit of Mailing

Postal Class: First Class  
Type of Mailing: ORRES  
Affidavit Attachment: 0094932-01 000 20170809 Zieve000336

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

2 (11)9690024861703157  
Residential Tenants  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

4 (11)9690024861703171  
Residential Tenants  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

Exhibit A to Affidavit of Mailing

Postal Class: Electronic - Ret  
Type of Mailing: ORRES  
Affidavit Attachment: 0094932-01 000 20170809 Zieve000336

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

1 71969002484048278069  
Residential Tenants  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97601

3 71969002484048278113  
Residential Tenants  
2609 RECLAMATION AVE  
KLAMATH FALLS, OR 97603

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

**Original Beneficiary Name:**  
CITIFINANCIAL, INC.

**Current Beneficiary Name:**  
Bayview Loan Servicing, LLC, a Delaware Limited Liability Company

**Trustor Name:**  
JANICE SUE MOORE

**Original Trustee Name:**  
FIRST AMERICAN TITLE

**Original trust deed recorded:**  
8/27/2007, as Document No.: 2007-015080

**TS NO. 17-46828**

**After recording return to:**  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

**RECORDING COVER SHEET**

## TRUSTEE'S NOTICE OF SALE

TS NO.: 17-46828

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JANICE SUE MOORE as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 8/13/2007, recorded 8/27/2007, in mortgage records of Klamath County, Oregon Document No. 2007-015080 in Book Page covering the following described real property situated in said County and State, to-wit:

LOT 7 IN OLD ORCHARD MANOR, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:  
**2609 RECLAMATION AVE  
KLAMATH FALLS, OREGON 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3809-034CB-06400-000 / R444282**

Both the beneficiary and the trustee, Amy F. Harrington, 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 11/17/2015, 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: 11/17/2015 – 8/15/2017**

**Total of past due payments: \$25,196.85**

**Late Charges: \$0.00**

**Additional charges (Taxes, Insurance): \$568.50**

**Trustee's Fees and Costs: \$2,263.25**

**Fees and Costs: Paid (427.50)**

**Total necessary to cure: \$27,601.10**

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 Amy F. Harrington, 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: **\$213,680.20**

Said sale shall be held at the hour of **10:00 AM** on **12/19/2017** 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:

**On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, 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:  
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> Floor  
Portland, OR 97204  
(503) 946-6558

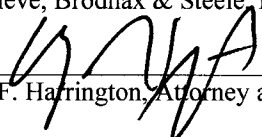
In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "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: 8.3.17

Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Signature By: \_\_\_\_\_

  
\_\_\_\_\_  
Amy F. Harrington, Attorney at Law

**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:  
2609 RECLAMATION AVE  
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 estimated amount you would have to pay as of 8/15/2017 to bring your mortgage loan current was \$27,601.10. (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:

Amy F. Harrington, Attorney at Law  
One World Trade Center  
121 Southwest Salmon Street, 11<sup>th</sup> 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: 12/19/2017      Time: 10:00 AM

Place: On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, OR 97601

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

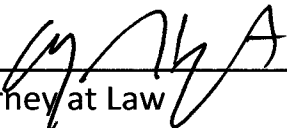
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Bayview Loan Servicing, LLC at 877-205-9958 to find out if your lender is willing to give you more time 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](http://www.osbar.org)**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://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: 8.3.17

Trustee Name: Amy F. Harrington, Attorney at Law

Trustee Signature:   
Amy F. Harrington, Attorney at Law  
c/o Zieve, Brodnax & Steele, LLP

Trustee telephone number: 503-946-6558

1746828 / MOORE  
ASAP# 4629770

**LESZIEVE**

**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":

**2609 Reclamation Avenue  
Klamath Falls, OR 97601**

As follows:


On 08/18/2017 at 10:25 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 08/24/2017 at 1:41 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).

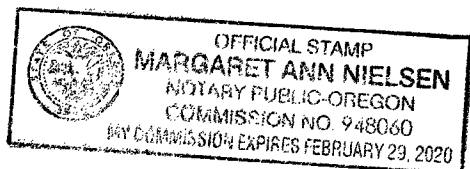
On 09/01/2017 at 2:40 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 12<sup>th</sup> day of SEPT, 2017  
by Robert Bolenbaugh.

  
Notary Public for Oregon

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



\*333299\*



1746828 / MOORE  
ASAP# 4629770

**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 September 05, 2017, 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:

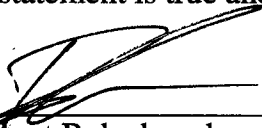
**OCCUPANT**  
**2609 Reclamation Avenue**  
**Klamath Falls, OR 97601**

This mailing completes service upon an occupant at the above address with an effective date of **08/18/2017** 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 12<sup>th</sup> day of SEPT, 2017  
by Robert Bolenbaugh.

*Margaret A. Nielsen*  
Notary Public for Oregon

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



\*333299\*



**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#17965 SALE

TS#1746828 MOORE

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:

10/10/2017 10/17/2017 10/24/2017 10/31/2017

Total Cost: \$1553.24

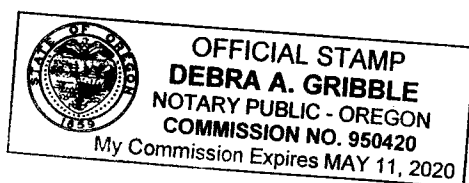
*Pat Bergstrom*

Subscribed and sworn by Pat Bergstrom before me on:  
31st day of October in the year of 2017

*Debra A Gribble*

Notary Public of Oregon

My commission expires on May 11, 2020



**TRUSTEE'S NOTICE OF SALE TS NO.: 17-46828**

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JANICE SUE MOORE as Grantor to FIRST AMERICAN TITLE, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 8/13/2007, recorded 8/27/2007, in mortgage records of Klamath County, Oregon Document No. 2007-015080 in Book Page covering the following described real property situated in said County and State, to-wit: LOT 7 IN OLD ORCHARD MANOR. ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. The street address or other common designation, if any for the real property described above is purported to be: 2609 RECLAMATION AVE KLAMATH FALLS, OREGON 97601. The Tax Assessor's Account ID for the Real Property is purported to be: R-3809-034CB-06400-000 / R444282.

Both the beneficiary and the trustee, Amy F. Harrington, Attorney at Law have elected to foreclose the above referenced Trust Deed and sale 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 11/17/2015, 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: 11/17/2015-8/15/2017. Total of past due payments: \$25,196.85. Late Charges: \$0.00. Additional charges (Taxes, Insurance): \$568.50. Trustee's Fees and Costs: \$2,263.25. Fees and Costs: Paid (\$427.50). Total necessary to cure: \$27,601.10. 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 Amy F. Harrington, 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: \$213,680.20. Said sale shall be held at the hour of 10:00 AM on 12/19/2017 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: On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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: Amy F. Harrington, Attorney at Law c/o Zieve, Brodnax and Steele, LLP One World Trade Center 121 Southwest Salmon Street 11th Floor Portland.

4629770

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: August 3, 2017. Amy F. Harrington, Attorney at Law c/o Zieve, Brodnax and Steele, LLP  
Signature By: Amy F. Harrington, Attorney at Law. A-4629770 10/10/2017, 10/17/2017, 10/24/2017, 10/31/2017  
#17965 October 10, 17, 24, 31, 2017.