2018-006734

Klamath County, Oregon

06/04/2018 11:40:00 AM

Fee: \$227.00

RECORDING COVER SHEET FOR NOTICE OF SALE PROOF

OF COMPLIANCE, PER ORS 205.234

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

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

170 403344

This Space For County Recording Use Only

TRANSACTION INCLUDES:

AFFIDAVIT OF MAILING NOTICE OF SALE

AFFIDAVIT OF PUBLICATION NOTICE OF SALE

PROOF OF SERVICE

Original Grantor on Trust Deed

JEREMY HANSON, A SINGLE MAN

Beneficiary

U.S. BANK NATIONAL ASSOCIATION

Deed of Trust Instrument Number:

Instrument #: 2013-006163

Trustee

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

TS Number: 062630-OR



AFFIDAVIT OF MAILING

T.S. NO.: 062630-OR	State: OR			
STATE OF CALIFORNIA	aa			
COUNTY OF SAN DIEGO	SS			
I, Shawn Schulz	, certify as follows:			
* •	nd at all time herein mentioned a citizen of the United States, over aployed by Aldridge Pite, LLP, and a resident of San Diego,			
Oregon Notice of Default and	, I deposited in the United States Mail copies of the attached Sale Homeowner, in separate, sealed envelopes, First Class, addressed respectively as follows:			
SEE ATTACHED - Oregon No	tice of Default and Sale Homeowner			
I certify under penalty of perj true and correct.	ary under the laws of the State of California that the foregoing is			
Executed on 4/10/10	in San Diego, California.			
	Affiant: Shawn Schulz, Mail Service Administrative Support			
PURSUANT TO CAL. CIVIL	DDE § 1189:			
A notary public or other officer compleverifies only the identity of the individ document to which this certificate is at truthfulness, accuracy, or validity of the	al who signed the ached, and not the			
SUBSCRIBED AND SWORN to 20, by	wn Schulz, proved to me on the basis of			
(Seal) SUSANA A Notary Public San Diego Commission My Comm. Expire	California County Residing at: San Orline 2197449			

TRUSTEE'S NOTICE OF SALE

TS No.: 062630-OR Loan No.: *****7977

Reference is made to that certain trust deed (the "<u>Deed of Trust</u>") executed by JEREMY HANSON, A SINGLE MAN, as Grantor, to FIDELITY NATIONAL TITLE INSURANCE, as Trustee, in favor of U.S. BANK N.A., as Beneficiary, dated 5/30/2013, recorded 5/31/2013, as Instrument No. 2013-006163, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE WESTERLY 110 FEET OF LOT 15, BLOCK 48, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R373401 // R-3809-028CD-03800-000

Commonly known as: 235 HASKINS AVE KLAMATH FALLS, OR 97601

The current beneficiary is:

U.S. BANK NATIONAL ASSOCIATION

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

Delinquent Payments: <u>Dates</u> :	<u>No.</u>	Amount	Total:
06/01/17 thru 02/01/18	9	\$563.11	\$5,067.99
03/01/18 thru 03/01/18	1	\$565.66	\$565.66
Late Charges: Beneficiary Advances:	<i>a.</i>	1. Les Debugges	\$0.00 \$869.50
	Total Keqi TOTAL REQUIR	uired to Reinstate: ED TO PAYOFF:	\$6,503.15 \$79,137.29

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$74,941.43 together with interest thereon at the rate of 3.75 % per annum, from 5/1/2017 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/30/2018, at the hour of 1:00 PM, standard time, as established by ORS 187.110, ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the

Dated: 3/8/2018

beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

CLEAR RECON CORP

111 SW Columbia Street #950

Portland, OR 97201

Phone: 858-750-7600

866-931-0036

Shella Domilos, Authorized Signatory of Trustee

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/30/2018 at ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601 at 1:00 PM. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

•60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

•AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

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

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

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

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:

235 HASKINS AVE KLAMATH FALLS, OR 97601

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 3/8/2018 to bring your mortgage loan current was \$6,503.15. 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 (858) 750-7600 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:

CLEAR RECON CORP 111 SW Columbia Street #950 Portland, OR 97201 858-750-7600

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

Date and time: <u>7/30/2018</u> at <u>1:00 PM</u>

Place: ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT

COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

- 1. You can pay the amount past due or correct any other default, up to five days before the sale.
- 2. You can refinance or otherwise pay off the loan in full anytime before the sale.
- 3. You can call **U.S. BANK NATIONAL ASSOCIATION** at **855-698-7627** 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, 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: 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 any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 3/8/2018

Trustee name: Clear Recon Corp

Trustee signature:

SHELLA DOMILOS SENIOR FORECLOSURE SPECIALIST

Trustee telephone number: 858-750-7600

Trustee Sale No.: 062630-OR

When recorded mail document to:

Klamath County, Oregon 03/12/2018 01:06:01 PM

2018-002681

Fee: \$52.00

Clear Recon Corp 111 SW Columbia Street #950 Portland, OR 97201 Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 062630-OR Loan No.: *****7977

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "<u>Deed of Trust</u>") executed by JEREMY HANSON, A SINGLE MAN, as Grantor, to FIDELITY NATIONAL TITLE INSURANCE, as Trustee, in favor of U.S. BANK N.A., as Beneficiary, dated 5/30/2013, recorded 5/31/2013, as Instrument No. 2013-006163, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE WESTERLY 110 FEET OF LOT 15, BLOCK 48, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R373401 // R-3809-028CD-03800-000

Commonly known as: . 235 HASKINS AVE KLAMATH FALLS, OR 97601

The current beneficiary is: U.S. BANK NATIONAL ASSOCIATION

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due, the following sums:

Delinquent Payments:

Dates:	<u>No.</u>	Amount	Total:
06/01/17 thru 02/01/18	9	\$563.11	\$5,067.99
03/01/18 thru 03/01/18	1	\$565.66	\$565.66
Late Charges:			\$0.00
Beneficiary Advances:			\$869.50
	TOTAL REQUIRED T	O REINSTATE:	\$6,503.15

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: \$79,137.29

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of 1:00 PM., standard time, as established by ORS 187.110, on 7/30/2018, at the following place:

ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601

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 the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

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

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

Dated: 3/8/2018

CLEAR RECON CORP

111 SW Columbia Street #950

Portland, OR 97201

Phone: 858-750-7600 or 866-931-0036

Shella Domilos, Authorized Signatory of Trustee

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

State of California

)) ss.

County of San Diego

On 8 18 before me, Sucana Imena, Notary Public, personally appeared 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 nox hand and official seal.

Signature ()

SUSANA JIMENEZ
Notary Public – California
San Diego County
Commission # 2197449
My Comm. Expires May 15, 2021

Recipient List (addresses)

Client: U.S. BANK NATIONAL ASSOCIATION

472611
Occupants/Tenants
235 HASKINS AVE
KLAMATH FALLS, OR 97601
9214890144258227609276 (Electronic Return Receipt)

472611 Occupants/Tenants 235 HASKINS AVE KLAMATH FALLS, OR 97601

472611 JEREMY HANSON AKA JEREMY F. HANSON 235 HASKINS AVE KLAMATH FALLS, OR 97601 9214890144258227609290 (Electronic Return Receipt)

472611 JEREMY HANSON AKA JEREMY F. HANSON 235 HASKINS AVE KLAMATH FALLS, OR 97601

472611 JEREMY HANSON AKA JEREMY F. HANSON 4230 EL CERRITO WAY KLAMATH FALLS, OR 97603 9214890144258227609313 (Electronic Return Receipt)

472611 JEREMY HANSON AKA JEREMY F. HANSON 4230 EL CERRITO WAY KLAMATH FALLS, OR 97603



AFFIDAVIT OF MAILING

T.S. NO.: 062630-OR	State: OR		
STATE OF CALIFORNIA } SS			
COUNTY OF SAN DIEGO			
I, Shawn Schulz	, certify as follows:		
- ·	me herein mentioned a citizen of the United States, over y Aldridge Pite, LLP, and a resident of San Diego,		
	osited in the United States Mail copies of the attached a separate, sealed envelopes, First Class, Electronic RR, s follows:		
SEE ATTACHED - Oregon Notice of Defa	ult and Sale		
I certify under penalty of perjury under true and correct.	the laws of the State of California that the foregoing is		
Executed on floftols	in San Diego, California.		
Affie	ant/Shawn Schulz, Mail Service Administrative Support		
PURSUANT TO CAL. CIVIL CODE § 1189	/ :		
A notary public or other officer completing this certific verifies only the identity of the individual who signed document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.	the		
SUBSCRIBED AND SWORN to (or affirmed 20 , by	, proved to me on the basis of		
(Seal) SUSANA JIMENEZ Notary Public – California San Dego Country Commission # 2197449 My Comm. Expires May 15, 2021	Signature: WAM WWWZ Residing at: All Delay		

TRUSTEE'S NOTICE OF SALE

TS No.: 062630-OR Loan No.: *****7977

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APN: R373401 // R-3809-028CD-03800-000

Commonly known as: 235 HASKINS AVE KLAMATH FALLS, OR 97601

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CLEAR RECON CORP
111 SW Columbia Street #950

Portland, OR 97201

Phone: 858-750-7600

866-931-0036

Shella Domilos, Authorized Signatory of Trustee

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 - •Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

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

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

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

When recorded mail document to:

Clear Recon Corp 111 SW Columbia Street #950 Portland, OR 97201 Phone: 866-931-0036 2018-002681

Klamath County, Oregon 03/12/2018 01:06:01 PM

Fee: \$52.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 062630-OR Loan No.: *****7977

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "<u>Deed of Trust</u>") executed by JEREMY HANSON, A SINGLE MAN, as Grantor, to FIDELITY NATIONAL TITLE INSURANCE, as Trustee, in favor of U.S. BANK N.A., as Beneficiary, dated 5/30/2013, recorded 5/31/2013, as Instrument No. 2013-006163, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE WESTERLY 110 FEET OF LOT 15, BLOCK 48, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R373401 // R-3809-028CD-03800-000

Commonly known as: 235 HASKINS AVE KLAMATH FALLS, OR 97601

The current beneficiary is: U.S. BANK NATIONAL ASSOCIATION

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due, the following sums:

Delinquent Payments:

Dates:	<u>No.</u>	Amount	Total:
06/01/17 thru 02/01/18	9	\$563.11	\$5,067.99
03/01/18 thru 03/01/18	1	\$565.66	\$565.66
Late Charges:	•	•	\$0.00
Beneficiary Advances:			\$869.50
	TOTAL REQUIRED T	O REINSTATE:	\$6,503.15

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: \$79,137.29

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of 1:00 PM., standard time, as established by ORS 187.110, on 7/30/2018, at the following place:

ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601

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 the sale, to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

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

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

Dated: 3/8/2018

CLEAR RECON CORP

111 SW Columbia Street #950

Portland, OR 97201

Phone: 858-750-7600 or 866-931-0036

Shella Domilos, Authorized Signatory of Trustee

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

State	of Ca	lifornia

County of San Diego

On 3.8.18 before me, Susana Imenuz, Notary Public, personally appeared Shelia Domilos 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 max hand and official seal.

Signature Wull Livery

SUSANA #MENEZ
Notary Public - California
San Diego County
Commission # 2197449
My Comm. Expires May 15, 2021

Recipient List (addresses)

Client: U.S. BANK NATIONAL ASSOCIATION

472612 PORTFOLIO RECOVERY ASSOCIATES, LLC C/O DALE R. NORDYKE ; PORTFOLIO RECOVERY ASSOCIATES, LLC

4330 LA JOLLA VILLAGE DR. STE 310 SAN DIEGO, CA 92122 9214890144258227609252 (Electronic Return Receipt)

472612 PORTFOLIO RECOVERY ASSOCIATES, LLC C/O DALE R. NORDYKE ; PORTFOLIO RECOVERY ASSOCIATES, LLC

4330 LA JOLLA VILLAGE DR. STE 310 SAN DIEGO, CA 92122

Affidavit of Service/Posting

Case Number: 062630-OR

Grantor:

JEREMY HANSON, A SINGLE MAN

For:

Attn: POSTINGS STOX Posting & Publishing, LLC 2030 EAST 4TH STREET SUITE 230 B SANTA ANA, CA 92705

Received by MALSTROM'S PROCESS SERVING CO. on the 12th day of March, 2018 at 2:21 pm to be served on JEREMY HANSON, A SINGLE MAN, and/or ALL OCCUPANTS, 235 HASKINS AVE, KLAMATH FALLS, OR 97601.

I, Ron Miller, Process Server, being duly sworn, depose and say that on the 13th day of March, 2018 at 4:20 pm, I:

made service of the attached Trustee's Notice of Sale Upon Occupant; Notice to Tenants upon the individuals and/or entities named below by delivering a copy of the aforementioned documents at the following ("Property Address"):

235 HASKINS AVE, KLAMATH FALLS, OR 97601

As follows:

PERSONALLY SERVED a true copy of the Trustee's Notice of Sale Upon Occupant; Notice to Tenants on **TINA** " **DOE** ", **CO-OCCUPANT** at the address stated above Pursuant to State Statutes.

At the same time and place, I **SUBSTITUTE SERVED** a true copy of the same documents on **ALL OTHER**. **OCCUPANTS** by leaving a true copy with TINA " DOE " who is a person over the age of 14 occupying the premises of 235 HASKINS AVE, KLAMATH FALLS, OR 97601.

CERTIFICATION OF MAILING: I certify that on **3/14/2018** a true copy of Trustee's Notice of Sale Upon Occupant; Notice to Tenants and a statement regarding service were mailed by First Class Mail postage paid addressed to:

"OCCUPANT" 235 HASKINS AVE, KLAMATH FALLS, OR 97601

Description of Person Served: Age: 35, Sex: F, Race/Skin Color: CAUCASIAN, Height: 5'4", Weight: 160, Hair: BROWN, Glasses: N

Affidavit of Service/Posting For 062630-OR

I declare under penalty of perjury that I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

Subscribed and Sworn to before me on the 22nd day of March, 2018 by the Affiant, who is personally

NOTARY PUBLIC

OFFICIAL STAMP JAMIE D JOANETTE

NOTARY PUBLIC - OREGON COMMISSION NO. 958659

MY COMMISSION EXPIRES FEBRUARY 07, 2021

Ron Miller, Process Server

Date: 3-27-18

MALSTROM'S PROCESS SERVING CO. 155 Culver Lane S Salem, OR 97302 (503) 585-0234

Our Job Serial Number: ONE-2018001353

Ref: 907569

TRUSTEE'S NOTICE OF SALE

TS No.: 062630-OR Loan No.: *****7977

Reference is made to that certain trust deed (the "<u>Deed of Trust</u>") executed by JEREMY HANSON, A SINGLE MAN, as Grantor, to FIDELITY NATIONAL TITLE INSURANCE, as Trustee, in favor of U.S. BANK N.A., as Beneficiary, dated 5/30/2013, recorded 5/31/2013, as Instrument No. 2013-006163, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE WESTERLY 110 FEET OF LOT 15, BLOCK 48, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

APN: R373401 // R-3809-028CD-03800-000

Commonly known as: 235 HASKINS AVE KLAMATH FALLS, OR 97601

The current beneficiary is:

U.S. BANK NATIONAL ASSOCIATION

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

Delinquent Payments: <u>Dates</u> :	<u>No.</u>	<u>Amount</u>	Total:
06/01/17 thru 02/01/18	9	\$563.11	\$5,067.99
03/01/18 thru 03/01/18	1	\$565.66	\$565.66
Late Charges: Beneficiary Advances:	Total Requi TOTAL REQUIRE	red to Reinstate: D TO PAYOFF:	\$0.00 \$869.50 \$6,503.15 \$79,137.29

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$74,941.43 together with interest thereon at the rate of 3.75 % per annum, from 5/1/2017 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/30/2018, at the hour of 1:00 PM, standard time, as established by ORS 187.110, ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the

Dated: 3/8/2018

beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

CLEAR RECON CORP

111 SW Columbia Street #950

Portland, OR 97201

Phone: 858-750-7600

866-931-0036

Shella Domilos, Authorized Signatory of Trustee

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/30/2018 at ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601 at 1:00 PM. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

•60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

•AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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Grants Pass (541)476-1058
Woodburn (800)973-9003
Hillsboro (877)726-4381



Affidavit of Publication

Justin Eubanks, being duly sworn, deposes that he/she is principal clerk of Oregonian Media Group; that The Oregonian is a public newspaper printed in the city of Portland, with general circulation in Oregon, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

0008563931

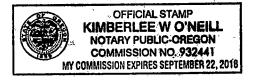
March 30, April 6, 13 & 20, 2018

Subscribed and sworn to before me this date: 23rd day of May, 2018

Principal Clerk of the Publisher

Kimberlee W. O'Neill Notary Public for Oregon

My Commission expires ___9-22-18____



TRUSTEE'S NOTICE OF SALE

TS No.: 062630-OR Loan No.: ******7977 Reference is made to that certain trust deed (the "Deed of Trust") executed by JEREMY HANSON, A SINGLE MAN, as Grantor, to FIDELITY NATIONAL TITLE INSURANCE, as Trustee, in favor of U.S. BANK N.A., as Beneficiary, dated 5/30/2013, recorded 5/31/2013, as Instrument No. 2013-006163, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: THE WESTERLY 110 FEET OF LOT 15, BLOCK 48, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON. APN: R373401 // R-3809-028CD-03800-000 Commonly known as: 235 HASKINS AVE KLAMATH FALLS, OR 97601 The current beneficiary is: U.S. BANK NATIONAL ASSOCIATION Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

<u>Dates:</u> 06/01/2017 – 02/01/2018	<u>No.</u> 9	<u>Amount:</u> \$563.11	<u>Total:</u> \$5,067.99
03/01/2018 – 03/01/2018 Late Charges: Beneficiary Advances:	1	\$565.66	\$565.66 \$0 \$869.50
		ed to Reinstate: NRED TO PAYOFF:	\$6,503.15 \$79.137.29

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$74,941.43 together with interest thereon at the rate of 3.75 % per annum, from 5/1/2017 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP., whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/30/2018, at the hour of 1:00 PM, standard time, as established by ORS 187.110, ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder for cash the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and beneficiary" include their respective successors in interest, if any. Dated: 3/8/2018 CLEAR RECON CORP 111 SW Columbia Street #950 Portland, OR 97201 Phone: 858-750-7600 866-931-0036 Shella Domilos, Authorized Signatory of Trustee

March 30, April 6, 13 & 20, 2018 8