

RECORDING COVER SHEET
Pursuant to ORS 205.234

2018-007268

Klamath County, Oregon

06/15/2018 01:53:00 PM

Fee: \$327.00

After recording return to:

Amy F. Harrington, Attorney at Law
c/o Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
Phone: (503) 946-6558
TS NO.: 17-47964

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:

TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY

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 0105077-01

T.S. No.: 17-47964

Loan No.: 0001255335

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 2/12/2018, (s)he caused to be mailed copies of the document titled 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

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

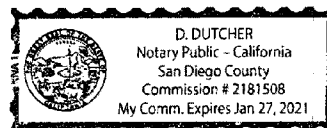
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 15 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Carrillo, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument the person, or the entity upon behalf of which the person 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 



**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:
TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY

Original Trustee Name:
ASPEN TITLE AND ESCROW

Original trust deed recorded:
2/14/2002, as Document No.: 54476

TS NO. 17-47964

After recording return to:
Amy F. Harrington, Attorney at Law
c/o Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(714) 848-7920

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 17-47964

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY as Grantor to ASPEN TITLE AND ESCROW, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 2/12/2002, recorded 2/14/2002, in mortgage records of Klamath County, Oregon Document No. 54476 in Book M02 Page 9176 This loan was modified under Adjustment of Terms Agreement dated 7/3/2012. covering the following described real property situated in said County and State, to-wit:

THE W 1/2 NE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SYCAN ROAD AND FIVE MILE CREEK ROAD.

The street address or other common designation, if any for the real property described above is purported to be:
**48220 SYCAN RD
BEATTY, OREGON 97621**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3513-03200-01100-000 / R296469**

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 12/1/2016, 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 as of 12/29/2017:

From: 12/1/2016 to 12/29/2017

Total of past due payments: \$9,142.51

Additional charges (Taxes, Insurance): \$636.00

Trustee's Fees and Costs: \$1,588.25

Total necessary to cure: \$11,366.76

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 as of 12/29/2017 was: **\$146,633.28**.

Said sale shall be held at the hour of **10:00 AM** on **6/20/2018** 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, 11th Floor
Portland, OR 97204
(714) 848-7920

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: 1.31.18

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

Signature By: _____

Amy F. Harrington

**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:
48220 SYCAN RD
BEATTY, OREGON 97621

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

The amount you would have to pay as of 12/29/2017 to bring your mortgage loan current was \$11,366.76. (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, 11th Floor
Portland, OR 97204
(714) 848-7920

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

Sale Date: 6/20/2018 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**. 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: 1-31-18

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: 714-848-7920

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 6/20/2018. 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

Sender:

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

Postal Class: First Class

Type of Mailing: OROCC

Affidavit Attachment: 0105077-01 000 20180212 Zieve000336

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

(11)9690024866623863

2 Occupant

48220 SYCAN RD

BEATTY, OREGON 97621

(11)9690024866623924

4 Occupant

PO BOX 335

BEATTY, OREGON 97621

Exhibit A to Affidavit of Mailing

Sender:

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

Postal Class: Electronic - Ret

Type of Mailing: OROCC

Affidavit Attachment: 0105077-01 000 20180212 Zieve000336

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

71969002484050500370

1

Occupant

48220 SYCAN RD

BEATTY, OREGON 97621

71969002484050500486

3

Occupant

PO BOX 335

BEATTY, OREGON 97621

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0105078-01

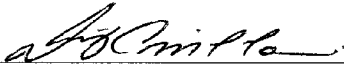
T.S. No.: 17-47964

Loan No.: 0001255335

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 2/12/2018, (s)he caused to be mailed copies of the document titled 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

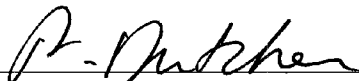
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STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 15 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Carrillo, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument the person, or the entity upon behalf of which the person 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 



**NOTICE:
YOU ARE IN DANGER OF LOSING
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48220 SYCAN RD
BEATTY, OREGON 97621

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

The amount you would have to pay as of 12/29/2017 to bring your mortgage loan current was \$11,366.76. (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, 11th Floor
Portland, OR 97204
(714) 848-7920

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

Sale Date: 6/20/2018 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:

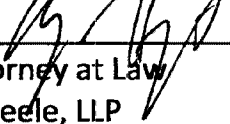
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There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **800-SAFENET (800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: **www.osbar.org**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://www.oregonlawhelp.org>**

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 1.31.18

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: 714-848-7920

**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:
TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY

Original Trustee Name:
ASPEN TITLE AND ESCROW

Original trust deed recorded:
2/14/2002, as Document No.: 54476

TS NO. 17-47964

After recording return to:
Amy F. Harrington, Attorney at Law
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TS NO.: 17-47964

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EXCEPTING THEREFROM ANY PORTION LYING WITHIN SYCAN ROAD AND FIVE MILE CREEK ROAD.

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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:

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

The amount required to cure the default in payments to date is calculated as follows as of 12/29/2017:

From: 12/1/2016 to 12/29/2017

Total of past due payments: \$9,142.51

Additional charges (Taxes, Insurance): \$636.00

Trustee's Fees and Costs: \$1,588.25

Total necessary to cure: \$11,366.76

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Said sale shall be held at the hour of **10:00 AM** on **6/20/2018** 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, 11th Floor
Portland, OR 97204
(714) 848-7920

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: 1.31.18

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

Signature By: _____

Amy F. Harrington

**Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, Oregon 97204
(714) 848-7920**

Date: 1/31/2018

T.S. Number: 17-47964

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 **12/29/2017** the total delinquency owed was **\$11,366.76**, but this amount will increase until the delinquency has been fully paid.
4. As of **12/29/2017** the amount required to pay the entire debt in full was the unpaid principal balance of **\$146,633.28**, plus interest from **11/1/2016**, 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 **6/20/2018**. 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-1

Sender:

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

Postal Class: First Class

type of Mailing: ORNTSHO

ffidavit Attachment: 0105078-01 000 20180212 Zieve000336

Postal Number	Sequence	Recipient Name
10000	1	Mr. John Doe
10000	2	Mr. John Doe
10000	3	Mr. John Doe
10000	4	Mr. John Doe
10000	5	Mr. John Doe
10000	6	Mr. John Doe
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10000	98	Mr. John Doe
10000	99	Mr. John Doe
10000	100	Mr. John Doe

Address Line 1/3

Address Line 2/4

(11)9690024866624686²

TONY M. KLOBUCAR

48220 SYCAN RD

BEATTY, OREGON 97621

(11)9690024866624693₄

CHRISTINE F. KLOBUCAR

48220 SYCAN RD

BEATTY, OREGON 97621

(11)9690024866624709
6

CHRISTINE F. KLOBUCAR

PO BOX 335

BEATTY, OREGON 97621

(11)9690024866624716
8

TONY M. KLOBUCAR

PO BOX 335

BEATTY, OREGON 97621

(11)9690024866624723
10

TONY M. KLOBUCAR

726 ROYAL AVENUE #64

MEDFORD, OR 97504

(11)9690024866624730¹²

CHRISTINE F. KLOBUCAR

726 ROYAL AVENUE #64

MEDFORD, OR 97504

(11)9690024866624747
14

TONY M. KLOBUCAR

6510 SOUTH 6TH ST.
KLAMATH FALLS, OR 97603

P.M.B. #50

(11)9690024866624754₁₆

CHRISTINE F. KLOBUČAR

6510 SOUTH 6TH ST.
KLAMATH FALLS, OR 97603

P.M.B. #50

(11)9690024866624761
18

CHRISTINE F. KLOBUCAR

42615 HWY 140 E

BEATTY, OREGON 97621

(11)9690024866624778
20

TONY M. KLOBUCAR

42615 HWY 140 E

BEATTY, OREGON 97621

Exhibit.....

Sender:

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

Postal Class: Electronic - Ret

Type of Mailing: ORNTSHO

Affidavit Attachment: 0105078-01 000 20180212 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484050501926	1	TONY M. KLOBUCAR	48220 SYCAN RD	BEATTY, OREGON 97621
71969002484050501971	3	CHRISTINE F. KLOBUCAR	48220 SYCAN RD	BEATTY, OREGON 97621
71969002484050501988	5	CHRISTINE F. KLOBUCAR	PO BOX 335	BEATTY, OREGON 97621
71969002484050501995	7	TONY M. KLOBUCAR	PO BOX 335	BEATTY, OREGON 97621
71969002484050502008	9	TONY M. KLOBUCAR	726 ROYAL AVENUE #64	MEDFORD, OR 97504
71969002484050502015	11	CHRISTINE F. KLOBUCAR	726 ROYAL AVENUE #64	MEDFORD, OR 97504
71969002484050502022	13	TONY M. KLOBUCAR	6510 SOUTH 6TH ST. KLAMATH FALLS, OR 97603	P.M.B. #50
71969002484050502039	15	CHRISTINE F. KLOBUCAR	6510 SOUTH 6TH ST. KLAMATH FALLS, OR 97603	P.M.B. #50
71969002484050502046	17	CHRISTINE F. KLOBUCAR	42615 HWY 140 E	BEATTY, OREGON 97621
71969002484050502060	19	TONY M. KLOBUCAR	42615 HWY 140 E	BEATTY, OREGON 97621

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0105080-01

T.S. No.: 17-47964

Loan No.: 0001255335

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 2/12/2018, (s)he caused to be mailed copies of the document titled 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


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

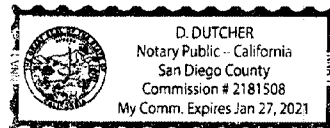
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On FEB 15 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Carrillo, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument the person, or the entity upon behalf of which the person 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 



**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:
TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY

Original Trustee Name:
ASPEN TITLE AND ESCROW

Original trust deed recorded:
2/14/2002, as Document No.: 54476

TS NO. 17-47964

After recording return to:
Amy F. Harrington, Attorney at Law
c/o Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(714) 848-7920

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 17-47964

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY as Grantor to ASPEN TITLE AND ESCROW, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 2/12/2002, recorded 2/14/2002, in mortgage records of Klamath County, Oregon Document No. 54476 in Book M02 Page 9176 This loan was modified under Adjustment of Terms Agreement dated 7/3/2012. covering the following described real property situated in said County and State, to-wit:

THE W 1/2 NE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SYCAN ROAD AND FIVE MILE CREEK ROAD.

The street address or other common designation, if any for the real property described above is purported to be:
**48220 SYCAN RD
BEATTY, OREGON 97621**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3513-03200-01100-000 / R296469**

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 12/1/2016, 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 as of 12/29/2017:

From: 12/1/2016 to 12/29/2017

Total of past due payments: \$9,142.51

Additional charges (Taxes, Insurance): \$636.00

Trustee's Fees and Costs: \$1,588.25

Total necessary to cure: \$11,366.76

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 as of 12/29/2017 was: **\$146,633.28**.

Said sale shall be held at the hour of **10:00 AM** on **6/20/2018** 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, 11th Floor
Portland, OR 97204
(714) 848-7920

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.

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Dated: 1.31.18

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

Signature By: _____

Amy F. Harrington

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and

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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

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

Postal Class: First Class

Type of Mailing: ORRES

Affidavit Attachment: 0105080-01 000 20180212 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
(11)9690024866624907	2	Residential Tenants	48220 SYCAN RD	BEATTY, OREGON 97621
(11)9690024866624914	4	Residential Tenants	PO BOX 335	BEATTY, OREGON 97621

Exhibit A to Affidavit of Mailing

Sender:

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

Postal Class: Electronic - Ret

Type of Mailing: ORRES

Affidavit Attachment: 0105080-01 000 20180212 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484050502077	1	Residential Tenants	48220 SYCAN RD	BEATTY, OREGON 97621
71969002484050502121	3	Residential Tenants	PO BOX 335	BEATTY, OREGON 97621

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0105081-01

T.S. No.: 17-47964

Loan No.: 0001255335

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 2/12/2018, (s)he caused to be mailed copies of the document titled _____ 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*
Irving Carrillo

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

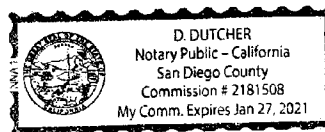
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
FEB 15 2018

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared Irving Carrillo, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this instrument the person, or the entity upon behalf of which the person 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*



**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:
TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY

Original Trustee Name:
ASPEN TITLE AND ESCROW

Original trust deed recorded:
2/14/2002, as Document No.: 54476

TS NO. 17-47964

After recording return to:
Amy F. Harrington, Attorney at Law
c/o Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(714) 848-7920

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 17-47964

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY as Grantor to ASPEN TITLE AND ESCROW, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 2/12/2002, recorded 2/14/2002, in mortgage records of Klamath County, Oregon Document No. 54476 in Book M02 Page 9176 This loan was modified under Adjustment of Terms Agreement dated 7/3/2012. covering the following described real property situated in said County and State, to-wit:

THE W 1/2 NE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SYCAN ROAD AND FIVE MILE CREEK ROAD.

The street address or other common designation, if any for the real property described above is purported to be:
**48220 SYCAN RD
BEATTY, OREGON 97621**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3513-03200-01100-000 / R296469**

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 12/1/2016, 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 as of 12/29/2017:

From: 12/1/2016 to 12/29/2017

Total of past due payments: \$9,142.51

Additional charges (Taxes, Insurance): \$636.00

Trustee's Fees and Costs: \$1,588.25

Total necessary to cure: \$11,366.76

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 as of 12/29/2017 was: **\$146,633.28**.

Said sale shall be held at the hour of **10:00 AM** on **6/20/2018** 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, 11th Floor
Portland, OR 97204
(714) 848-7920

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: 1.31.18

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

Signature By: _____

Amy F. Harrington

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 6/20/2018. 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

Sender:

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

Postal Class: First Class

Type of Mailing: ORNTS

Affidavit Attachment: 0105081-01 000 20180212 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
(11)969002486624921	2	CITIFINANCIAL, INC.	P. O. BOX 17170	BALTIMORE, MD 21203
(11)969002486624938	4	OREGON DEPARTMENT OF REVENUE	955 CENTER ST NE	SALEM, OR 97301-2555
(11)969002486624945	6	ENVIRONMENTAL CLEANUP SECTION LAND QUALITY DIVISION, DEQ	811 SW. SIXTH AVENUE, 9TH FLOOR	PORTLAND, OR 97204
(11)969002486624952	8	DEPARTMENT OF ENVIRONMENTAL QUALITY	NORM KING, CROSS PROGRAM SECTION PORTLAND, OR 97204	811 SW. SIXTH AVENUE
(11)969002486624969	10	KLAMATH COUNTY TAX COLLECTOR	305 MAIN ST, ROOM 121	KLAMATH FALLS, OR 9760
(11)969002486624976	12	OREGON DEPARTMENT OF REVENUE, ATTN: SUSAN FE1 or CAROLYN or JOSIE, REVENUE AGENTS PO BOX 14725		SALEM, OR 97309-5018
(11)969002486624983	14	OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) 811 SW SIXTH AVENUE		PORTLAND, OR 97204
(11)969002486624990	16	DEPARTMENT OF ENVIRONMENTAL QUALITY, NORM KING, CROSS PROGRAM SECTION 811 SW SIXTH AVENUE		PORTLAND, OR 97204
(11)969002486625003	18	OREGON DEPARTMENT OF REVENUE, WARRANT CLERK PERSONAL TAX & COMPLIANCE, CENTRAL SUPPORT UNIT - 3RD FLOOR PO BOX 14725		SALEM, OR 97309-5018

Exhib

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

Postal Class: Electronic - Ret

Type of Mailing: ORNTS

Affidavit Attachment: 0105081-01 000 20180212 Zieve000336

Postal Number Sequence Recipient Name

Address Line 1/3

Address Line 2/4

71969002484050502152
1

CITIFINANCIAL, INC.

P. O. BOX 17170

BALTIMORE, MD 21203

71969002484050502220
3

OREGON DEPARTMENT OF REVENUE

955 CENTER ST NE

SALEM, OR 97301-2555

71969002484050502237
5

ENVIRONMENTAL CLEANUP SECTION LAND QUALITY DIVISION, DEQ
811 SW, SIXTH AVENUE, 9TH FLOOR

PORTLAND, OR 97204

71969002484050502244
7

DEPARTMENT OF ENVIRONMENTAL QUALITY
NORM KING, CROSS PROGRAM SECTION
PORTLAND, OR 97204

811 SW, SIXTH AVENUE

71969002484050502251
9

KLAMATH COUNTY TAX COLLECTOR

305 MAIN ST, ROOM 121

KLAMATH FALLS, OR 9760

71969002484050502268
11

OREGON DEPARTMENT OF REVENUE, ATTN: SUSAN FE1 or CAROLYN or JOSIE, REVENUE AGENTS
PO BOX 14725

SALEM, OR 97309-5018

71969002484050502282
13

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)
811 SW SIXTH AVENUE

PORTLAND, OR 97204

71969002484050502305
15

DEPARTMENT OF ENVIRONMENTAL QUALITY, NORM KING, CROSS PROGRAM SECTION
811 SW SIXTH AVENUE

PORTLAND, OR 97204

71969002484050502312
17

OREGON DEPARTMENT OF REVENUE, WARRANT CLERK PERSONAL TAX & COMPLIANCE, CENTRAL SUPPORT UNIT - 3RD FLOOR
PO BOX 14725

SALEM, OR 97309-5018

**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:
TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY

Original Trustee Name:
ASPEN TITLE AND ESCROW

Original trust deed recorded:
2/14/2002, as Document No.: 54476

TS NO. 17-47964

After recording return to:
Amy F. Harrington, Attorney at Law
c/o Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
(714) 848-7920

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 17-47964

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY as Grantor to ASPEN TITLE AND ESCROW, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 2/12/2002, recorded 2/14/2002, in mortgage records of Klamath County, Oregon Document No. 54476 in Book M02 Page 9176 This loan was modified under Adjustment of Terms Agreement dated 7/3/2012. covering the following described real property situated in said County and State, to-wit:

THE W 1/2 NE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM ANY PORTION LYING WITHIN SYCAN ROAD AND FIVE MILE CREEK ROAD.

The street address or other common designation, if any for the real property described above is purported to be:
**48220 SYCAN RD
BEATTY, OREGON 97621**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3513-03200-01100-000 / R296469**

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 12/1/2016, 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 as of 12/29/2017:

From: 12/1/2016 to 12/29/2017

Total of past due payments: \$9,142.51

Additional charges (Taxes, Insurance): \$636.00

Trustee's Fees and Costs: \$1,588.25

Total necessary to cure: \$11,366.76

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 as of 12/29/2017 was: **\$146,633.28**.

Said sale shall be held at the hour of **10:00 AM** on **6/20/2018** 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, 11th Floor
Portland, OR 97204
(714) 848-7920

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: 1.31.18

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

Signature By: _____


Amy F. Harrington

**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:
48220 SYCAN RD
BEATTY, OREGON 97621

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

The amount you would have to pay as of 12/29/2017 to bring your mortgage loan current was \$11,366.76. (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, 11th Floor
Portland, OR 97204
(714) 848-7920

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

Sale Date: 6/20/2018 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:

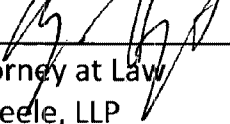
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Bayview Loan Servicing, LLC at 877-205-9958 to find out if your lender is willing to give you more time 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**. 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: 1-31-18

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: 714-848-7920

1747964 / KLOBUCAR
ASAP# 4647365

LESZIEVE

AFFIDAVIT OF POSTING

STATE OF OREGON

County of Klamath

ss.

I, Chelsea Chambers, 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":

**48220 Sycan Road
Beatty, OR 97621**

As follows:

On 02/15/2018 at 2:28 PM, I attempted personal service at the Property Address. A "NO TRESPASSING" sign exists at the entrance to the Property Address effectively preventing lawful access to the Property. At that time, I POSTED such true copy conspicuously and securely at the main entrance of the property pursuant to ORS 86.750 (1)(b)(A).

On 03/09/2018 at 3:07 PM, I returned to the Property Address. A "NO TRESPASSING" sign continues to exist at the entrance to the Property Address effectively preventing lawful access to the Property. At that time, I POSTED such true copy conspicuously and securely at the main entrance of the property pursuant to ORS 86.750 (1)(b)(B).

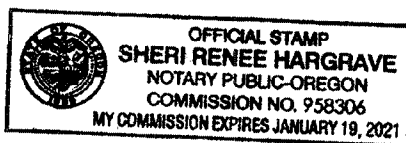
On 03/12/2018 at 3:36 PM, I returned to the Property Address. A gate "NO TRESPASSING" sign continues to exist at the entrance to the Property Address effectively preventing lawful access to the Property. This attempt in person at the Property Address satisfies the third attempt requirement pursuant to ORS 86.750 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 20 day of March, 2018
by Chelsea Chambers.

Sheri Hargrave
Notary Public for Oregon

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



336244

1747964 / KLOBUCAR
ASAP# 4647365

LESZIEVE

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Klamath ss.

I, Chelsea Chambers, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On March 13, 2018, 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 86.750(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT
48220 Sycan Road
Beatty, OR 97621**

This mailing completes service upon an occupant at the above address with an effective date of **02/15/2018** as calculated pursuant to ORS 86.750 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME
this 20 day of March, 20 18
by Chelsea Chambers.

Sheri Hargrave
Notary Public for Oregon

x Chelsea Chambers

Chelsea Chambers
Nationwide Process Service, Inc.
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



336244

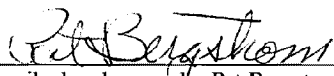


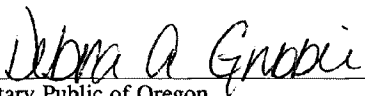
**AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH**

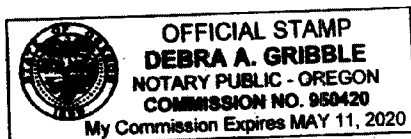
I, Pat Bergstrom, Legal Specialist, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#18217 SALE
TS NO.: 17-47964 KLOBUCAR
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:
02/28/2018 03/07/2018 03/14/2018 03/21/2018

Total Cost: \$1581.80


Subscribed and sworn by Pat Bergstrom before me on:
21st day of March in the year of 2018


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



TRUSTEE'S NOTICE OF SALE TS NO.: 17-47964

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by TONY M. KLOBUCAR AND CHRISTINE F. KLOBUCAR, AS TENANTS BY THE ENTIRETY as Grantor to ASPEN TITLE AND ESCROW, as trustee, in favor of CITIFINANCIAL, INC, as Beneficiary, dated 2/12/2002, recorded 2/14/2002, in mortgage records of Klamath County, Oregon Document No. 54476 in Book M02 Page 9176 This loan was modified under Adjustment of Terms Agreement dated 7/3/2012, covering the following described real property situated in said County and State, to-wit: THE W 1/2 NE 1/4 OF SECTION 32, TOWNSHIP 35 SOUTH, RANGE 13 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. EXCEPTING THEREFROM ANY PORTION LYING WITHIN SYCAN ROAD AND FIVE MILE CREEK ROAD. The street address or other common designation, if any for the real property described above is purported to be: 48220 SYCAN RD BEATTY, OREGON 97621. The Tax Assessor's Account ID for the Real Property is purported to be: R-3513-03200-01100-000 / R296459.

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 12/1/2016, 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 as of 12/29/2017: From: 12/1/2016 to 12/29/2017 Total of past due payments: \$9,142.51. Additional charges (Taxes, Insurance): \$636.00. Trustee's Fees and Costs: \$1,588.25. Total necessary to cure: \$11,366.76. 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 as of 12/29/2017 was: \$146,633.28. Said sale shall be held at the hour of 10:00 AM on 6/20/2018 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, OR 97204 (714) 848-7920

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: January 31, 2018. Amy F. Harrington, Attorney at Law c/o Zieve, Brodnax and Steele, LLP
Signature By: Amy F. Harrington A-4647365
02/28/2018, 03/07/2018, 03/14/2018, 03/21/2018
#18217 February 28, March 07, 14, 21, 2018.