

2018-010857

Klamath County, Oregon

09/06/2018 03:31:01 PM

Fee: \$117.00

After Recording Return To:
Ben Freudenberg, Attorney at Law
Davis, Freudenberg, Day & Galli
600 N.W. 5th Street
Grants Pass OR 97526

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss.
County of Josephine)

I, Ben Freudenberg, being first duly sworn, depose and say and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Oregon, a competent person over the age of eighteen (18) years and not the beneficiary or his successor in interest named in the attached original Notice of Sale, marked Exhibit "A", given under the terms of that certain Trust Deed described in said Notice.

I gave notice of the sale of the real property described in the attached Notice of Sale, Fair Debt Collection Practices Notice, by mailing a copy thereof by both First Class and Certified Mail with Return Receipt Requested to the following named person (or their legal representatives, where so indicted) at the respective last known address on August 29, 2018, to-wit:

<u>NAME</u>	<u>ADDRESS</u>
Randolph R. Rivette	2701 Firedland Church Rd., Winston-Salem, NC 27107; and
Randolph R. Rivette, Trustee Randy R. Rivette Trust	2701 Firedland Church Rd., Winston-Salem, NC 27107

Said persons include (a) the Grantor in the Trust Deed, (b) any successor in interest to the Grantor whose interest appears of record or of whose interest the Trustee or the Beneficiary has actual notice, (d) any person, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the Beneficiary has actual notice of the lien or interest, and (d) any person requesting notice as required by ORS 86.764.

Each of the Notices so mailed was certified to be a true copy of the original Notice of Sale by Ben Freudenberg, the Successor Trustee named in said Notice; each said copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in

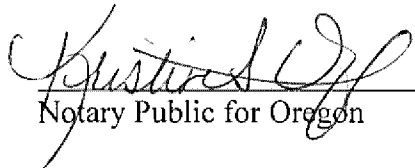
the United States post office at Grants Pass, Oregon, on the dates herein above indicated. With respect to each person listed above, one such Notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such Notice was mailed with a proper form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. Each of said Notices was mailed after the Notice of Default and Election to Sell described in said Notice of Sale was recorded.

As used herein, the singular includes the plural, Trustee includes successor Trustee, and person includes corporation and any other legal or commercial entity.


Ben Freudenberg, Trustee

SUBSCRIBED AND SWORN to before me on August 30, 2018.




Notary Public for Oregon

TRUSTEE'S NOTICE OF SALE

NOTICE is hereby given that the obligation secured by the trust deed described below is in default, and that the Beneficiary has elected to foreclose the trust deed pursuant to ORS 86.726 through ORS 86.815. The information required by ORS 86.771 is as follows:

1. **Grantor:** Kyrin R. Greenwood
Trustee: First American Title Company
Successor Trustee: Ben Freudenberg;
Beneficiary: Robert Burstein, an individual and as Trustee of the Robert Burstein Retirement Plan
2. The Property covered by the trust deed is that property in Klamath County, Oregon described as follows: .

A tract of land situated in Government Lot 1 in the NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 40 feet South of the Northwest corner of the NE1/4 NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence South 1280 feet; thence East 659.4 feet; thence North 1280 feet to the South line of the Miller Island Road; thence West along the line of said road 659.4 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in Government Lot 1 in the NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 40 feet South of the Northwest corner of the NE1/4 NW1/4 of Section 29, Township 39 South, Range 9 East of the Willamette Meridian; thence South 1280 feet; thence East 281.22 feet; thence North 1280 feet to the South line of the Miller Island Road; thence West along the line of said road 282.99 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying within the right of way of Miller Island Road.

3. The trust deed is dated July 24, 2012, and was recorded on July 31, 2012 as Document No. 2012-008387 in the Official Records of Klamath County, Oregon.
4. The defaults for which foreclosure is made is failure to pay or perform the following:
 - 4.1. Grantor's failure to pay monthly payments; and
 - 4.2. Grantor's failure to pay late charges.
5. The sum owing on the obligation secured by the trust deed is \$107,219.39 together with interest thereon at the rate of ten percent (10 %) per annum from April 20, 2018, until paid, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said trust deed.
6. The Beneficiary has and does elect to sell the property to satisfy the obligation. An amended notice of default was recorded on August 23, 2018, as Document No. 2018-010166, Official Records of Klamath County, Oregon.
7. The property will be sold in the manner prescribed by law on **January 17, 2019**, at the hour of **11:00 a.m.** in accordance with the standard of time established by Section 187.110, Oregon

Revised Statutes on the front steps of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon.

8. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in the 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.

9 Interested persons are notified of the right under ORS 86.778 to have this proceeding dismissed and the trust deed reinstated by payment of the entire amount then due, other than such portion as would not then be due had no default occurred, together with costs, trustee's and attorney's fees, and by curing any other default complained of in this notice, at any time prior to five (5) days before the date the Trustee conducts the sale.

This communication is an attempt to collect a debt and any information obtained 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 January 17, 2019.** 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 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:

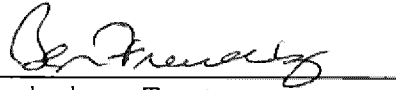
- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

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. The Oregon State Bar Lawyer Referral Service telephone number is 503-684-3763, or toll free in Oregon at 800-452-7626, or you may visit its website at: www.osbar.org. 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. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

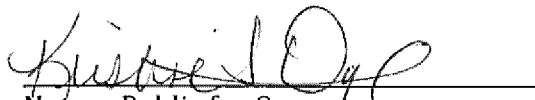
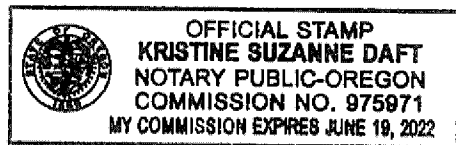
DATED: August 23, 2018.



Ben Freudenberg, Trustee
600 N.W. Fifth Street
Grants Pass OR 97526
(541) 476-6627 phone; (541) 476-7048 fax

STATE OF OREGON)
) ss.
County of Josephine)

The foregoing instrument was acknowledged before me on August 23, 2018, by Ben Freudenberg as Trustee.



Notary Public for Oregon
My Commission expires: June 19, 2022

I, the undersigned, certify that I am the successor trustee and that the foregoing is a complete and exact copy of the original trustee's notice of sale.

Ben Freudenberg, Trustee

**NOTICE REQUIRED BY THE
FAIR DEBT COLLECTION PRACTICES ACT, 15 USC SECTION 1692**

1. The amount of the debt is stated in the Trustee's Notice of Sale attached hereto.
2. The beneficiary named in the attached Trustee's Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Trustee's Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within thirty (30) days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Trustee's Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to:

Ben Freudenberg, Attorney at Law
Davis, Freudenberg, Day & Galli
600 NW Fifth Street
Grants Pass, Oregon 97526
541-476-6627
7. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

[ATTACHMENT to Trustee's Notice of Sale]