

RECORDING COVER SHEET
Pursuant to ORS 205.234

2019-000392

Klamath County, Oregon

01/14/2019 11:21:02 AM

Fee: \$362.00

After recording return to:

Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
Phone: (503) 946-6558
TS NO.: 18-53396

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:

CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE

Beneficiary:

The Oregon Housing and Community Services Department, State of Oregon

**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.**

347

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0114985-01

T.S. No.: 18-53396

Loan No.: 0000311762

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 9/17/2018, (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


Jacob Smith

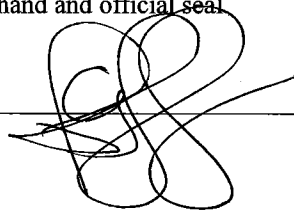
A notary public or other officer completing this certificate verifies only the identity of the individual who signed this Affidavit of Mailing, and not the truthfulness, accuracy, or validity of the document to which this form is attached.

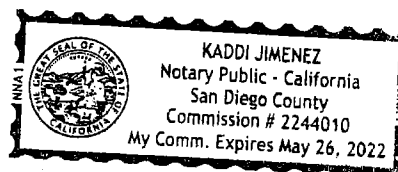
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On SEP 21 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, 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:
EAGLE HOME MORTGAGE, LLC

Current Beneficiary Name:
The Oregon Housing and Community Services Department, State of Oregon

Trustor Name:
CHAD L FEINAUER

Original Trustee Name:
AMERITITLE

Original trust deed recorded:
4/30/2008, as Document No.: 2008-006303

TS NO. 18-53396

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
(503) 946-6558

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 18-53396

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE as Grantor to AMERITITLE, as trustee, in favor of EAGLE HOME MORTGAGE, LLC, as Beneficiary, dated 4/25/2008, recorded 4/30/2008, in mortgage records of Klamath County, Oregon Document No. 2008-006303 in Book N/A Page N/A covering the following described real property situated in said County and State, to-wit:

LOT 14 IN BLOCK 32 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:
**2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3507-017BD-0400-000 / R235114**

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 4/1/2017, 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 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 9/26/2018:

From: 4/1/2017

Total of past due payments: \$17,724.08

Late Charges: \$2,130.83

Additional charges (Taxes, Insurance, NSF Fees, Other Fees, Corporate Advances): \$1,307.50

Suspense Balance: (\$450.00)

Trustee's Fees and Costs: \$1,000.75

Total necessary to cure: \$21,713.16

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 9/26/2018 is: \$ 138,803.37

Said sale shall be held at the hour of 10:00 AM on 1/18/2019 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
(503) 946-6558

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

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

Dated: 9.4.18

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:
2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624

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 9/26/2018 to bring your mortgage loan current was \$21,713.16. (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 92704
(503) 946-6558

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

Sale Date: 1/18/2019 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 HomeStreet Bank at 800-237-3194 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: 9.4.18

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: 503-946-6558

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 1/18/2019. 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:

- 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 Declaration 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

Attachment: 0114985-01 000 20180917 Zieve000336

Postal Number Sequence Recipient Name

(11)9690024872385595
2 Occupant

Address Line 1/3

2142 MEADOW VIEW DR

Address Line 2/4

CHILOQUIN, OREGON 97624

(11)9690024872385625
4 Occupant

2142 MEADOW VIEW DR

CHILOQUIN, OR 97624-9797

Exhibit A to Declaration 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

Attachment: 0114985-01 000 20180917 Zieve000336

Postal Number Sequence Recipient Name

71969002484053033295

1

Occupant

Address Line 1/3

2142 MEADOW VIEW DR

Address Line 2/4

CHILOQUIN, OREGON 97624

71969002484053033325

3

Occupant

2142 MEADOW VIEW DR

CHILOQUIN, OR 97624-9797

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0114986-01

T.S. No.: 18-53396

Loan No.: 0000311762

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 9/17/2018, (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 
Jacob Smith

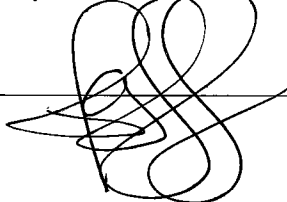
A notary public or other officer completing this certificate verifies only the identity of the individual who signed this Affidavit of Mailing, and not the truthfulness, accuracy, or validity of the document to which this form is attached.

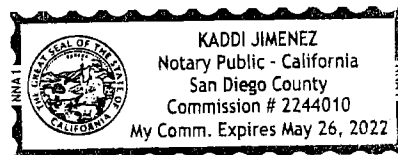
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On SEP 21 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, 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:
EAGLE HOME MORTGAGE, LLC

Current Beneficiary Name:
The Oregon Housing and Community Services Department, State of Oregon

Trustor Name:
CHAD L FEINAUER

Original Trustee Name:
AMERITITLE

Original trust deed recorded:
4/30/2008, as Document No.: 2008-006303

TS NO. 18-53396

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
(503) 946-6558

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 18-53396

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE as Grantor to AMERITITLE, as trustee, in favor of EAGLE HOME MORTGAGE, LLC, as Beneficiary, dated 4/25/2008, recorded 4/30/2008, in mortgage records of Klamath County, Oregon Document No. 2008-006303 in Book N/A Page N/A covering the following described real property situated in said County and State, to-wit:

LOT 14 IN BLOCK 32 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:
**2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3507-017BD-0400-000 / R235114**

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 4/1/2017, 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 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 9/26/2018:

From: 4/1/2017

Total of past due payments: \$17,724.08

Late Charges: \$2,130.83

Additional charges (Taxes, Insurance, NSF Fees, Other Fees, Corporate Advances): \$1,307.50

Suspense Balance: (\$450.00)

Trustee's Fees and Costs: \$1,000.75

Total necessary to cure: \$21,713.16

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 9/26/2018 is: \$ 138,803.37

Said sale shall be held at the hour of 10:00 AM on 1/18/2019 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
(503) 946-6558

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

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

Dated: 9.4.18

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 **1/18/2019**. 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.

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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 Declaration 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

Attachment: 0114986-01 000 20180917 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
(11)9690024872385632	2	Residential Tenants	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024872385656	4	Residential Tenants	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797

Exhibit A to Declaration 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

Attachment: 0114986-01 000 20180917 Zieve000336

Postal Number Sequence Recipient Name

71969002484053033356
1 Residential Tenants

Address Line 1/3

2142 MEADOW VIEW DR

Address Line 2/4

CHILOQUIN, OREGON 97624

71969002484053033387
3 Residential Tenants

2142 MEADOW VIEW DR

CHILOQUIN, OR 97624-9797

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0114987-01


T.S. No.: 18-53396

Loan No.: 0000311762

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 9/17/2018, (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 

Jacob Smith

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.

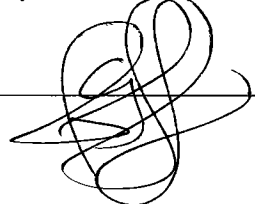
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

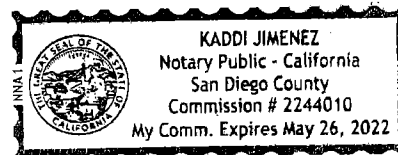
SEP 21 2018

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, 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
YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at:
2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624

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 9/26/2018 to bring your mortgage loan current was \$21,713.16. (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 92704
(503) 946-6558

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

Sale Date: 1/18/2019 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 HomeStreet Bank at 800-237-3194 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: 9.4.18

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: 503-946-6558

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

Original Beneficiary Name:
EAGLE HOME MORTGAGE, LLC

Current Beneficiary Name:
The Oregon Housing and Community Services Department, State of Oregon

Trustor Name:
CHAD L FEINAUER

Original Trustee Name:
AMERITITLE

Original trust deed recorded:
4/30/2008, as Document No.: 2008-006303

TS NO. 18-53396

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
(503) 946-6558

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 18-53396

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE as Grantor to AMERITITLE, as trustee, in favor of EAGLE HOME MORTGAGE, LLC, as Beneficiary, dated 4/25/2008, recorded 4/30/2008, in mortgage records of Klamath County, Oregon Document No. 2008-006303 in Book N/A Page N/A covering the following described real property situated in said County and State, to-wit:

LOT 14 IN BLOCK 32 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:
**2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3507-017BD-0400-000 / R235114**

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 4/1/2017, 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 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 9/26/2018:

From: 4/1/2017

Total of past due payments: \$17,724.08

Late Charges: \$2,130.83

Additional charges (Taxes, Insurance, NSF Fees, Other Fees, Corporate Advances): \$1,307.50

Suspense Balance: (\$450.00)

Trustee's Fees and Costs: \$1,000.75

Total necessary to cure: \$21,713.16

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 9/26/2018 is: \$ 138,803.37

Said sale shall be held at the hour of 10:00 AM on 1/18/2019 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
(503) 946-6558

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

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

Dated: 9.4.18

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, OR 97204
(503) 946-6558**

Date: 8/31/2018

T.S. Number: 18-53396

DEBT VALIDATION NOTICE

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

**The Oregon Housing and Community Services Department, State of Oregon C/O
HomeStreet Bank**

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 **9/26/2018** the total delinquency owed was **\$ 21,713.16**, but this amount will increase until the delinquency has been fully paid.
4. As of **9/26/2018** the amount required to pay the entire debt in full was the unpaid principal balance of **\$121,490.15**, plus interest from **3/1/2017**, 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 **1/18/2019**. 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:

- 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.

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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 Declaration of Mailing

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

Postal Class: First Class

Type of Mailing: ORNTSHO

Attachment: 0114987-01 000 20180917 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
(11)9690024872385663	2	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024872385687	4	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024872385694	6	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024872385700	8	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024872385717	10	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024872385731	12	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024872385748	14	SPOUSE OF CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
(11)9690024872385755	16	KATHRYN JANET FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
(11)9690024872385762	18	CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626

Exhibit A to Declaration of Mailing

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

Postal Class: Electronic - Ret

Type of Mailing: ORNTSHO

Attachment: 0114987-01 000 20180917 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484053033417	1	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484053033448	3	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484053033455	5	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484053033479	7	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484053033493	9	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484053033516	11	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484053033523	13	SPOUSE OF CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
71969002484053033547	15	KATHRYN JANET FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
71969002484053033554	17	CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0114988-01

T.S. No.: 18-53396

Loan No.: 0000311762

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 9/17/2018, (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 

Jacob Smith

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.

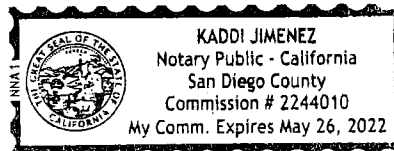
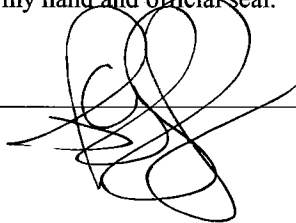
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
SEP 21 2018

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, 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:
EAGLE HOME MORTGAGE, LLC

Current Beneficiary Name:
The Oregon Housing and Community Services Department, State of Oregon

Trustor Name:
CHAD L FEINAUER

Original Trustee Name:
AMERITITLE

Original trust deed recorded:
4/30/2008, as Document No.: 2008-006303

TS NO. 18-53396

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
(503) 946-6558

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 18-53396

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE as Grantor to AMERITITLE, as trustee, in favor of EAGLE HOME MORTGAGE, LLC, as Beneficiary, dated 4/25/2008, recorded 4/30/2008, in mortgage records of Klamath County, Oregon Document No. 2008-006303 in Book N/A Page N/A covering the following described real property situated in said County and State, to-wit:

LOT 14 IN BLOCK 32 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:
**2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3507-017BD-0400-000 / R235114**

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 4/1/2017, 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 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 9/26/2018:

From: 4/1/2017

Total of past due payments: \$17,724.08

Late Charges: \$2,130.83

Additional charges (Taxes, Insurance, NSF Fees, Other Fees, Corporate Advances): \$1,307.50

Suspense Balance: (\$450.00)

Trustee's Fees and Costs: \$1,000.75

Total necessary to cure: \$21,713.16

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 9/26/2018 is: \$ 138,803.37

Said sale shall be held at the hour of 10:00 AM on 1/18/2019 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
(503) 946-6558

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

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

Dated: 9.4.18

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 **1/18/2019**. 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:

- 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 Declaration of Mailing

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

Postal Class: First Class

Type of Mailing: ORNTS

Attachment: 0114988-01 000 20180917 Zieve000336

Postal Number Sequence Recipient Name

(11)9690024872385786
2

Oregon Shores Recreational Club, Inc.

Address Line 1/3

2019 Meadowview Dr.

Address Line 2/4

Chiloquin, OR 97624

(11)9690024872385793
4

Carter Jones Collection Service, Inc.

1143 Pine Street

Klamath Falls, OR 97601

(11)9690024872385816
6

Triple S. Homes, LLC

6000 S. 6th Street

Klamath Falls, OR 97603

(11)9690024872385823
8

Erskine Deloe

PO Box 1303

Klamath Falls, OR 97601

Exhibit A to Declaration of Mailing

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

Postal Class: Electronic - Ret

Type of Mailing: ORNTS

Attachment: 0114988-01 000 20180917 Zieve000336

Postal Number Sequence Recipient Name

71969002484053033578

1

Oregon Shores Recreational Club, Inc.

2019 Meadowview Dr.

Address Line 2/4

Chiloquin, OR 97624

71969002484053033608

3

Carter Jones Collection Service, Inc.

1143 Pine Street

Klamath Falls, OR 97601

71969002484053033615

5

Triple S. Homes, LLC

6000 S. 6th Street

Klamath Falls, OR 97603

71969002484053033622

7

Erskine Deloe

PO Box 1303

Klamath Falls, OR 97601

AFFIDAVIT OF MAILING

Law Offices of Les Zieve

Mailing Number 0118866-01


T.S. No.: 18-53396

Loan No.: 0000311762

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 12/17/2018, (s)he caused to be mailed copies of the document titled _____ OR Appointment of Trustee mailing 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 

Jacob Smith

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.

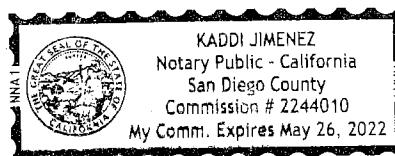
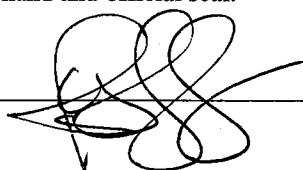
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On DEC 20 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, 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 _____





To whom it may concern:

Re: PROPERTY ADDRESS: 2142 MEADOW VIEW DR
 CHILOQUIN, OREGON 97624
 TS NO.: 18-53396

Please be advised that the trustee conducting the sale of the above-referenced property has changed. Please find enclosed the Appointment of Successor Trustee with the pertinent details and information. If you need more information, please do not hesitate to contact the undersigned.

Sincerely,

ZIEVE, BRODNAX & STEELE, LLP

After recording return to:
Zieve, Brodnax & Steele, LLP
One World Trade Center
121 Southwest Salmon Street, 11th Floor
Portland, OR 97204
T.S. No: 18-53396

Appointment of Successor Trustee

KNOW ALL MEN BY THESE PRESENTS that CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE is the grantor, AMERITITLE is the trustee, and EAGLE HOME MORTGAGE, LLC is the beneficiary under that certain deed dated 4/25/2008, recorded 4/30/2008, in book No. at page, and/or as fee/file/instrument/microfilm/reception No. 2008-006303 of the records of Klamath, Oregon.

The undersigned, who is the present beneficiary under the trust deed, desires to appoint a new trustee in the place and stead of the original trustee named above.

NOW, THEREFORE, the undersigned hereby appoints Zieve, Brodnax & Steele, LLP as successor trustee under the trust deed, to have all the power of the original trustee, effective immediately.

In construing this instrument, and whenever the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the undersigned beneficiary has executed this document. If the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated: 12/3/18

The Oregon Housing and Community Services
Department, State of Oregon

By: Craig E. Tillotson
Title: Loan Servicing Specialist

State of Oregon

County of Marion

**Specialist, of Oregon Housing and Community Services,*

On December 3rd 2018 before me, Kathleen Mayumi Connor Notary Public, personally appeared Craig E. Tillotson, Loan Servicing Specialist who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathleen Connor (Seal)

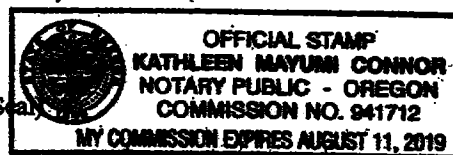


Exhibit A to Declaration of Mailing

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

Postal Class: First Class

Type of Mailing: ORAOTS

Attachment: 0118866-01 000 20181217 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
(11)9690024875457879	2	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024875457893	4	Occupant	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024875457909	6	Residential Tenants	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024875457923	8	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024875457947	10	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024875457954	12	Occupant	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024875457978	14	Residential Tenants	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024875457992	16	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024875458012	18	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
(11)9690024875458029	20	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
(11)9690024875458043	22	Oregon Shores Recreational Club, Inc.	2019 Meadowview Dr.	Chiloquin, OR 97624
(11)9690024875458067	24	Carter Jones Collection Service, Inc.	1143 Pine Street	Klamath Falls, OR 97601

(11)9690024875458081 26	Triple S. Homes, LLC	6000 S. 6th Street	Klamath Falls, OR 97603
(11)9690024875458098 28	Erskine Deloe	PO Box 1303	Klamath Falls, OR 97601
(11)9690024875458111 30	SPOUSE OF CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
(11)9690024875458135 32	KATHRYN JANET FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
(11)9690024875458142 34	CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626

Exhibit A to Declaration of Mailing

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

Postal Class: Electronic - Ret

Type of Mailing: ORAOTS

Attachment: 0118866-01 000 20181217 Zieve000336

Postal Number	Sequence	Recipient Name	Address Line 1/3	Address Line 2/4
71969002484054195879	1	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484054195893	3	Occupant	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484054195916	5	Residential Tenants	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484054195930	7	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484054195954	9	CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484054195978	11	Occupant	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484054195992	13	Residential Tenants	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484054196012	15	SPOUSE OF CHAD L FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484054196036	17	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OREGON 97624
71969002484054196050	19	KATHRYN JANET FEINAUER	2142 MEADOW VIEW DR	CHILOQUIN, OR 97624-9797
71969002484054196074	21	Oregon Shores Recreational Club, Inc.	2019 Meadowview Dr.	Chiloquin, OR 97624
71969002484054196098	23	Carter Jones Collection Service, Inc.	1143 Pine Street	Klamath Falls, OR 97601

71969002484054196104 25	Triple S. Homes, LLC	6000 S. 6th Street	Klamath Falls, OR 97603
71969002484054196128 27	Erskine Deloe	PO Box 1303	Klamath Falls, OR 97601
71969002484054196142 29	SPOUSE OF CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
71969002484054196166 31	KATHRYN JANET FEINAUER	52608 HWY 62	Fort Klamath, OR 97626
71969002484054196180 33	CHAD L FEINAUER	52608 HWY 62	Fort Klamath, OR 97626

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

Original Beneficiary Name:
EAGLE HOME MORTGAGE, LLC

Current Beneficiary Name:
The Oregon Housing and Community Services Department, State of Oregon

Trustor Name:
CHAD L FEINAUER

Original Trustee Name:
AMERITITLE

Original trust deed recorded:
4/30/2008, as Document No.: 2008-006303

TS NO. 18-53396

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
(503) 946-6558

RECORDING COVER SHEET

TRUSTEE'S NOTICE OF SALE

TS NO.: 18-53396

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE as Grantor to AMERITITLE, as trustee, in favor of EAGLE HOME MORTGAGE, LLC, as Beneficiary, dated 4/25/2008, recorded 4/30/2008, in mortgage records of Klamath County, Oregon Document No. 2008-006303 in Book N/A Page N/A covering the following described real property situated in said County and State, to-wit:

LOT 14 IN BLOCK 32 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:
**2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624**

The Tax Assessor's Account ID for the Real Property is purported to be: **R-3507-017BD-0400-000 / R235114**

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 4/1/2017, 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 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 9/26/2018:

From: 4/1/2017

Total of past due payments: \$17,724.08

Late Charges: \$2,130.83

Additional charges (Taxes, Insurance, NSF Fees, Other Fees, Corporate Advances): \$1,307.50

Suspense Balance: (\$450.00)

Trustee's Fees and Costs: \$1,000.75

Total necessary to cure: \$21,713.16

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 9/26/2018 is: **\$ 138,803.37**

Said sale shall be held at the hour of **10:00 AM** on **1/18/2019** 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
(503) 946-6558

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

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

Dated: 9.4.18

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:
2142 MEADOW VIEW DR
CHILOQUIN, OREGON 97624

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 9/26/2018 to bring your mortgage loan current was \$21,713.16. (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 92704
(503) 946-6558

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

Sale Date: 1/18/2019 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:

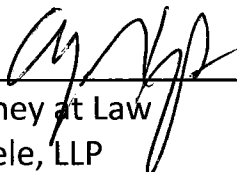
1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call HomeStreet Bank at 800-237-3194 to find out if your lender is willing to give you more time or change the 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: 9.4.18

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: 503-946-6558

18-53396 / FEINAUER
ASAP# 4670542

LESZIEVE

AFFIDAVIT OF SERVICE

STATE OF OREGON
COUNTY OF KLAMATH

ss.

I, Karen Woodford, 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; 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**":

**2142 Meadow View Dr
Chiloquin, OR 97624**

By delivering such copy, personally and in person to **Katie Feinauer**, at the above Property Address on September 22, 2018 at 7:20 PM.

Upon **CHAD L. FEINAUER**, by delivering such true copy at the dwelling house or usual place of abode of CHAD L. FEINAUER, to-wit: 2142 Meadow View Dr, Chiloquin, OR 97624, to Katie Feinauer, who is a person 14 years of age or older residing in the dwelling house or usual place of abode of the person to be served on September 22, 2018 at 7:20 PM.

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

SUBSCRIBED AND SWORN BEFORE ME
this 2nd day of October, 2018
by Karen Woodford.

Mitch Aaron Wirth
Notary Public for Oregon

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



339845

18-53396 / FEINAUER
ASAP# 4670542

LESZIEVE

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Multnomah

ss.

I, Karen Woodford, being first duly sworn, depose and say that at all times herein mentioned I was and now am a competent person over the age of 18 and that I am not the beneficiary or trustee named in the original trustee's Notice of Sale, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

On September 25, 2018, I mailed a true copy of the Trustee's Notice of Sale; Notice to Residential Tenants via First Class Mail, postage pre-paid, together with a statement of the date, time and place at which substituted service was made, to CHAD L. FEINAUER, pursuant to ORCP 7D(2)(b).

The envelope was addressed as follows:

CHAD L. FEINAUER
2142 Meadow View Dr
Chiloquin, OR 97624

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

SUBSCRIBED AND SWORN BEFORE ME
this 2nd day of October, 2018
by Samantha Olson.

Mitch Aaron Wirth
Notary Public for Oregon

X Samantha Olson
Samantha Olson
Nationwide Process Service, Inc.
1201 SW 12th Avenue, Suite 300
Portland, OR 97205
(503) 241-0636



339845



**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#18588 SALE ASAP#4670542 FEINAUER 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:
09/25/2018 10/02/2018 10/09/2018 10/16/2018

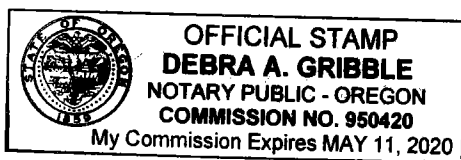
Total Cost: \$1581.80

Pat Bergstrom

Subscribed and sworn by Pat Bergstrom before me on:
16th day of October in the year of 2018

Debra A. Gribble

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



TRUSTEE'S NOTICE OF SALE ITS NO.: 18-53396

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by CHAD L FEINAUER, A MARRIED MAN, AS HIS SEPARATE ESTATE as Grantor to AMERITITLE, as trustee, in favor of EAGLE HOME MORTGAGE, LLC, as Beneficiary, dated 4/25/2008, recorded 4/30/2008, in mortgage records of Klamath County, Oregon Document No. 2008-006303 in Book N/A Page N/A covering the following described real property situated in said County and State, to-wit: LOT 14 IN BLOCK 32 OF TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. The street address or other common designation, if any for the real property described above is purported to be: 2142 MEADOW VIEW DR CHILOQUIN, OREGON 97624 The Tax Assessor's Account ID for the Real Property is purported to be: R-3507-017BD-0400-000 / R235114

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 4/1/2017, 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 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 9/26/2018: From: 4/1/2017 Total of past due payments: \$17,724.08 Late Charges: \$2,130.83 Additional charges (Taxes, Insurance, NSF Fees, Other Fees, Corporate Advances): \$1,307.50 Suspense Balance: (\$450.00) Trustee's Fees and Costs: \$1,000.75 Total necessary to cure: \$21,713.16 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 re-mitting funds.

205-0

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 9/26/2018 is: \$ 138,803.37. Said sale shall be held at the hour of 10:00 AM on 1/18/2019 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 (503) 946-6558.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. Dated: September 4, 2018 Amy F. Harrington, Attorney at Law c/o Zieve, Brodnax and Steele, LLP. Signature: By: Amy F. Harrington A-4670542 09/25/2018, 10/02/2018, 10/09/2018, 10/16/2018 #18588 September 25, October 02, 09, 16, 2018.