

2019-001542

Klamath County, Oregon



00235870201900015420080086

02/20/2019 09:39:01 AM

Fee: \$117.00

After recording, return to:

Lawrence F. Finneran
Attorney at Law
PO Box 359
Coos Bay, Oregon 97420

COVER SHEET

Name of the Document:

Affidavit of Mailing Trustee's Notice of Sale

**Parties to Trust Deed referenced
in Trustee's Notice of Sale:**

Donna L. Steeley, Grantor

**First American Title Company of
Oregon, Trustee**

Hannah L. Hill, Beneficiary

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
)
County of Coos)

I, Lawrence F. Finneran, being first duly sworn, depose and say as follows:

That at all times mentioned herein, I was and am now a resident of the state of Oregon, a competent person over the age of eighteen years, and not the Beneficiary or the Beneficiary's successor in interest named in the attached original Trustee's Notice of Sale given pursuant to the terms of the Trust Deed described in said Notice of Sale.

That I gave notice of the sale of the real property described in the attached Trustee's Notice of Sale by mailing copies thereof by both First Class and Certified Mail, Return Receipt Requested, to each of the following named persons and/or entities, (or their legal representatives, where so indicated) at their respective last known address:

<u>NAME</u>	<u>ADDRESS</u>
Jonathan L. Helton Heir at Law of Deceased Grantor	2213 Crommelin Avenue Modesto, California 95351
William K. Helton Heir at Law of Deceased Grantor	2213 Crommelin Avenue Modesto, California 95351
William K. Helton Heir at Law of Deceased Grantor	3345 Ocotillo Way Modesto, California 95351
Tina L. Fergel Heir at Law of Deceased Grantor	2213 Crommelin Avenue Modesto, California 95351
Tina L. Fergel Heir at Law of Deceased Grantor	1420 Orlando Drive Modesto, California 95351
Kimberly C. Coleman Heir at Law of Deceased Grantor	2213 Crommelin Avenue Modesto, California 95351
Kimberly C. Coleman Heir at Law of Deceased Grantor	1420 Orlando Drive Modesto, California 95351

<u>NAME</u>	<u>ADDRESS</u>
Martin A. Fergel Heir at Law of Deceased Grantor	2213 Crommelin Avenue Modesto, California 95351
Martin A. Fergel Heir at Law of Deceased Grantor	329 Yorktown Blvd. Corpus Christi, Texas 78418

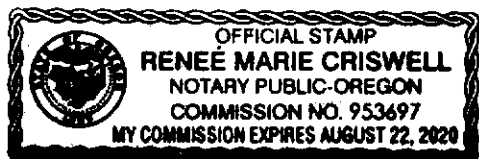
That the above named persons and/or entities include (a) each of the heirs of the Grantor in the Trust Deed, said Grantor being deceased; (b) any successor in interest to the Grantor whose interest appears of record or of whose interest the Trustee or the Beneficiary has actual notice; (c) any person and/or entity, including the Department of Revenue or any other state agency, having a lien or interest subsequent to the Trust Deed described in the abovesaid Trustee's Notice of Sale, if the lien or interest appears of record or the Trustee or Beneficiary has actual notice of the lien or interest; and, (d) any person and/or entity requesting notice as set forth in ORS 86.806.

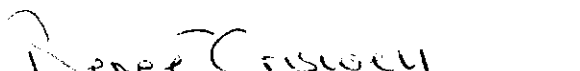
Each of the Notices so mailed was certified to be a true copy of the original Trustee's Notice of Sale by Lawrence F. Finneran, attorney for the Trustee named in the Notice. Each such Notice was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States mail at Coos Bay, Oregon, on February 13, 2019. With respect to each person and/or entity listed above, one such Notice was mailed with postage thereon sufficient for First Class delivery to the address indicated, and another such Notice was mailed with a proper form to request and obtain a Return Receipt, with postage thereon sufficient to accomplish the same. Each such Notice was mailed after the Notice of Default and Election to Sell described in the Notice was recorded.

As used herein, the singular includes the plural and "Trustee" includes any Successor Trustee.


Lawrence F. Finneran

SUBSCRIBED AND SWORN to before me by Lawrence F. Finneran this 13th day of February, 2019.




Notary Public - State of Oregon

TRUSTEE'S NOTICE OF SALE

This Trustee's Notice of Sale is made with respect to that certain Trust Deed having Donna L. Steeley as Grantor, First American Title Company of Oregon as Trustee, and Hannah L. Hill as Beneficiary, dated September 23, 2013, and recorded on October 8, 2013, in the real property records of Klamath County, Oregon, as instrument no. 2013-011404. Said Trust Deed shall hereinafter be referred to as the "Trust Deed." The real property subject to said Trust Deed is commonly known as 4890 Weyerhaeuser Road, Klamath Falls, Oregon, and is legally described as follows:

Lots 10 and 11, Block 23, WEST KLAMATH, in the
County of Klamath, State of Oregon.

(Tax Account Nos. R496092 and R496118)

Both the Beneficiary and the Trustee have elected to sell the above described 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 Oregon Revised Statutes 86.752(3). The default for which foreclosure by advertisement and sale is made is Grantor's failure to pay when due the following sums:

The sum of \$5,741.10 plus any unpaid monthly installment payments in the sum of \$361.17 each which may accrue after the installment payment due January 1, 2019. Also the failure to pay real property taxes on the above described real property which are now past due in the sum of \$310.13.

By reason of the above described default, Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, which sums are the following:

The sum of \$35,377.60 plus interest thereon at the rate of 6% per annum from November 15, 2017, until paid.

WHEREFORE, notice is hereby given that Lawrence F. Finneran as Successor Trustee on July 8, 2019, at the hour of 1:30 p.m. at the front door of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, state of Oregon, will sell at public auction to the highest bidder for cash the interest in the real property described above which Grantor had or had power to convey at the time of the execution by Grantor of the Trust Deed together with any interest which Grantor acquired after the execution of the Trust Deed, to satisfy the foregoing obligations secured by the Trust Deed and the costs and expenses of the sale,

including compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys. Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to 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 Trust Deed and/or the obligation secured thereby, and in addition thereto, paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with Trustee and attorney fees not exceeding the amounts provided by ORS 86.778.

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

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

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 8, 2019. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

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

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the

rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

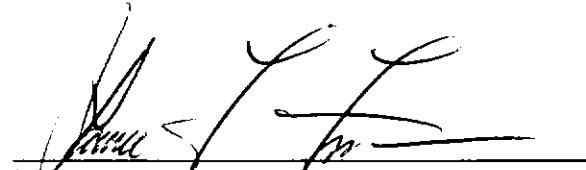
The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your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

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

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service at phone number 503.684.3763 or toll-free in Oregon at 800.452.7636 or you may visit its website at: <http://www.osbar.org>. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. For more information about free legal

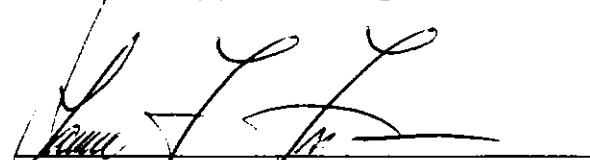
assistance and a directory of legal aid programs, go to <http://www.oregonlawhelp.org> or call Oregon Legal Services at 541.269.1226 or toll-free at 800.303.3638.

DATED February 13, 2019.



Lawrence F. Finneran
Successor Trustee
PO Box 359
Coos Bay, Oregon 97420
Phone: 541.269.5565

I, the undersigned, certify that I am the attorney for the above named Successor Trustee and that the foregoing is a complete and exact copy of the original Trustee's Notice of Sale.



Attorney for Trustee