

**2019-006166**

**Klamath County, Oregon**

06/04/2019 11:59:01 AM

Fee: \$267.00

**RECORDING COVER SHEET  
FOR NOTICE OF SALE PROOF**

**OF COMPLIANCE, PER ORS 205.234**

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

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

*This Space For County Recording Use Only*

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**TRANSACTION INCLUDES:**

**AFFIDAVIT OF MAILING NOTICE OF SALE**

**AFFIDAVIT OF PUBLICATION NOTICE OF SALE**

**PROOF OF SERVICE**

***Original Grantor on Trust Deed***

**BRIAN P ATCHLEY, AND D LIVY E ATCHLEY**

***Beneficiary***

**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-23CB)**

***Deed of Trust Instrument Number:***

**Instrument #: 2007-011866**

***Trustee***

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

**TS Number: 076739-OR**



**AFFIDAVIT OF MAILING**

T.S. NO.: 076739-OR

State: OR

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Shawn Schulz, certify as follows:

I am not a party to the action and at all time herein mentioned a citizen of the United States, over the age of eighteen years employed by Aldridge Pite, LLP, and a resident of San Diego, California:

That on 03/26/2019, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale Homeowner, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

**SEE ATTACHED – Oregon Notice of Default and Sale Homeowner**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 3/29/2019 in San Diego, California.

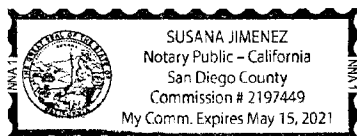
Affiant: Shawn Schulz, Mail Service Administrative Support

PURSUANT TO CAL. CIVIL CODE § 1189:

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

SUBSCRIBED AND SWORN to (or affirmed) before me this 29 day of March, 2019, by SHAWN SCHULZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: Susana Jimenez

Residing at: San Diego

BUSINESS ADDRESS OF AFFIANT: 4375 JUTLAND DRIVE, SAN DIEGO, CA 92117

CRCAFFOM 12222015  
Bayview Loan Servicing

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## TRUSTEE'S NOTICE OF SALE

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TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801

Reference is made to that certain trust deed (the "Deed of Trust") executed by BRIAN P ATCHLEY, AND D LIVY E ATCHLEY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS., as Beneficiary, dated 6/28/2007, recorded 7/2/2007, as Instrument No. 2007-011866, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOTS 2, 3 AND 4 IN BLOCK 1, FAIRHAVEN HEIGHTS, ACCORDING TO THE  
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
 KLAMATH COUNTY, OREGON.**

**APN: R495592 / R-3908-013AB-00300-000**

Commonly known as:  
**5258 MASSART ST  
 KLAMATH FALLS, OR 97601-9554**

The current beneficiary is:  
**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-23CB)**

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

*Delinquent Payments:*

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
09/01/15 thru 04/01/16	8	\$774.95	\$6,199.60
05/01/16 thru 03/01/17	11	\$769.73	\$8,467.03
04/01/17 thru 08/01/17	5	\$793.48	\$3,967.40
09/01/17 thru 03/01/18	7	\$1,052.44	\$7,367.08
04/01/18 thru 10/01/18	7	\$1,055.86	\$7,391.02
11/01/18 thru 03/01/19	5	\$1,047.24	\$5,236.20

*Late Charges:*

*Beneficiary Advances:*

<b>Total Required to Reinstate:</b>	<b>\$42,815.30</b>
<b>TOTAL REQUIRED TO PAYOFF:</b>	<b>\$164,677.31</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$126,995.81 together with interest thereon at the rate of 6.5 % per annum, from 8/1/2015 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/29/2019, at the hour of 1:00 PM, standard time, as established by ORS 187.110, **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

**CLEAR RECON CORP**  
**111 SW Columbia Street #950**  
**Portland, OR 97201**  
**Phone: 858-750-7600**  
**866-931-0036**

Dated: 3/19/2019

  
 Edward Jamir, Authorized Signatory of Trustee

TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **7/29/2019 at ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601 at 1:00 PM.** The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

### PROTECTION FROM EVICTION

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

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

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

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

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

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

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

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

### SECURITY DEPOSIT

TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801

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

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

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

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

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

076739-OR

**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:**

**5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 3/19/2019 to bring your mortgage loan current was \$42,815.30. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **(858) 750-7600** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

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

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

Date and time: 7/29/2019 at 1:00 PM

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

076739-OR

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **Bayview Loan Servicing, LLC** at **866-709-3400** 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 phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684- 3763 or toll-free in Oregon at 800-452-7636 or visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

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

Dated: **3/19/2019**

Trustee name: Clear Recon Corp.

Trustee signature: Edward Jamir \_\_\_\_\_

Trustee telephone number: 858-750-7600

Trustee Sale No.: 076739-OR



**2019-002725**  
**Klamath County, Oregon**  
 03/22/2019 11:18:01 AM  
 Fee: \$92.00

**When recorded mail document to:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL**

TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801  
 Legal Authority: ORS 86.752, 86.771

180540914

Reference is made to that certain trust deed (the "Deed of Trust") executed by BRIAN P ATCHLEY, AND D LIVY E ATCHLEY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS., as Beneficiary, dated 6/28/2007, recorded 7/2/2007, as Instrument No. 2007-011866, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOTS 2, 3 AND 4 IN BLOCK 1, FAIRHAVEN HEIGHTS, ACCORDING TO THE  
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
 KLAMATH COUNTY, OREGON.**

**APN: R495592 / R-3908-013AB-00300-000**

**Commonly known as:  
 5258 MASSART ST  
 KLAMATH FALLS, OR 97601-9554**

**The current beneficiary is:  
 THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE  
 (CWALT 2007-23CB)**

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

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

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

*Delinquent Payments:*

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
09/01/15 thru 04/01/16	8	\$774.95	\$6,199.60
05/01/16 thru 03/01/17	11	\$769.73	\$8,467.03
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09/01/17 thru 03/01/18	7	\$1,052.44	\$7,367.08
04/01/18 thru 10/01/18	7	\$1,055.86	\$7,391.02
11/01/18 thru 03/01/19	5	\$1,047.24	\$5,236.20
<i>Late Charges:</i>			\$150.51
<i>Beneficiary Advances:</i>			\$4,036.46
<b>TOTAL REQUIRED TO REINSTATE:</b>			<b>\$42,815.30</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$164,677.31**

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

The Sale will be held at the hour of 1:00 PM., standard time, as established by ORS 187.110, on 7/29/2019, at the following place:

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

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


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

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

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

Dated: 3/19/2019

CLEAR RECON CORP  
111 SW Columbia Street #950  
Portland, OR 97201  
Phone: 858-750-7600 or 866-931-0036

  
Edward Jamir, Authorized Signatory of Trustee

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

State of California       )  
  ) ss.  
County of San Diego     )

On MAR 19 2019 before me, Christina Aguilar, Notary Public, personally appeared Edward Jamir who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Christina Aguilar (Seal)



## Recipient List (addresses)

Client: Bayview Loan Servicing

668957  
BRIAN P ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554  
9214890144258232701927 (Electronic Return Receipt)

668957  
BRIAN P ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554

668957  
D LIVY E ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554  
9214890144258232701965 (Electronic Return Receipt)

668957  
D LIVY E ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554

668957  
Occupants/Tenants  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554  
9214890144258232702016 (Electronic Return Receipt)

668957  
Occupants/Tenants  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554  
9214890144258232702054 (Electronic Return Receipt)

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554  
9214890144258232702078 (Electronic Return Receipt)

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY  
3033 KANE STREET  
KLAMATH FALLS, OR 97603  
9214890144258232702092 (Electronic Return Receipt)

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY  
3033 KANE STREET

KLAMATH FALLS, OR 97603

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
PO BOX 165  
PRAIRIE, OR 97869  
9214890144258232702115 (Electronic Return Receipt)

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
PO BOX 165  
PRAIRIE, OR 97869

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY C/O  
VALERIE HEDRICK  
419 MAIN STREET  
KLAMATH FALLS, OR 97601  
9214890144258232702146 (Electronic Return Receipt)

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY C/O  
VALERIE HEDRICK  
419 MAIN STREET  
KLAMATH FALLS, OR 97601

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY C/O  
REBECCA WHITNEY-SMITH  
1151 PINE STREET  
KLAMATH FALLS, OR 97601  
9214890144258232702177 (Electronic Return Receipt)

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY C/O  
REBECCA WHITNEY-SMITH  
1151 PINE STREET  
KLAMATH FALLS, OR 97601

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
PO BOX 424  
PRAIRIE CITY, OR 97869  
9214890144258232702191 (Electronic Return Receipt)

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
PO BOX 424  
PRAIRIE CITY, OR 97869

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
4000 ROUND LAKE RD UNIT 84  
KLAMATH FALLS, OR 97601  
9214890144258232702214 (Electronic Return Receipt)

668957

D LIVY E ATCHLEY AKA DAWNA ELIZABETH ATCHLEY AKA DAWNA  
ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
4000 ROUND LAKE RD UNIT 84  
KLAMATH FALLS, OR 97601

668957

BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY  
1041 N ELDORADO AVE  
KLAMATH FALLS, OR 97601  
9214890144258232702238 (Electronic Return Receipt)

668957  
BRIAN P ATCHLEY AKA BRIAN PAUL ATCHLEY AKA BRIAN ATCHLEY  
1041 N ELDORADO AVE  
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1041 N ELDORADO AVE  
KLAMATH FALLS, OR 97601  
9214890144258232702252 (Electronic Return Receipt)

668957  
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ELIZABETH LIVY ATCHLEY AKA DAWNA LIVY ELIZABETH ATCHLEY  
1041 N ELDORADO AVE  
KLAMATH FALLS, OR 97601





## AFFIDAVIT OF MAILING

T.S. NO.: 076739-OR

State: OR

STATE OF CALIFORNIA

} SS

COUNTY OF SAN DIEGO

I, Shawn Schulz, certify as follows:

I am not a party to the action and at all time herein mentioned a citizen of the United States, over the age of eighteen years employed by Aldridge Pite, LLP, and a resident of San Diego, California:

That on 03/26/2019, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale, in separate, sealed envelopes, First Class, Electronic RR, postage prepaid, addressed respectively as follows:

**SEE ATTACHED – Oregon Notice of Default and Sale**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 3/19/2019 in San Diego, California.

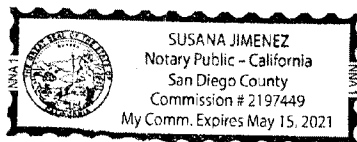
Affiant: Shawn Schulz, Mail Service Administrative Support

PURSUANT TO CAL. CIVIL CODE § 1189:

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

SUBSCRIBED AND SWORN to (or affirmed) before me this 29 day of March, 2019, by SHAWN SCHULZ, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)



Signature: Susana Jimenez

Residing at: San Diego

BUSINESS ADDRESS OF AFFIANT: 4375 JUTLAND DRIVE, SAN DIEGO, CA 92117

CRCAFFOM 12222015  
Bayview Loan Servicing

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## TRUSTEE'S NOTICE OF SALE

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TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801

Reference is made to that certain trust deed (the "Deed of Trust") executed by BRIAN P ATCHLEY, AND D LIVY E ATCHLEY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS., as Beneficiary, dated 6/28/2007, recorded 7/2/2007, as Instrument No. 2007-011866, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOTS 2, 3 AND 4 IN BLOCK 1, FAIRHAVEN HEIGHTS, ACCORDING TO THE  
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
 KLAMATH COUNTY, OREGON.**

**APN: R495592 / R-3908-013AB-00300-000**

Commonly known as:  
**5258 MASSART ST  
 KLAMATH FALLS, OR 97601-9554**

The current beneficiary is:  
**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-23CB)**

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

*Delinquent Payments:*

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
09/01/15 thru 04/01/16	8	\$774.95	\$6,199.60
05/01/16 thru 03/01/17	11	\$769.73	\$8,467.03
04/01/17 thru 08/01/17	5	\$793.48	\$3,967.40
09/01/17 thru 03/01/18	7	\$1,052.44	\$7,367.08
04/01/18 thru 10/01/18	7	\$1,055.86	\$7,391.02
11/01/18 thru 03/01/19	5	\$1,047.24	\$5,236.20

*Late Charges:*

*Beneficiary Advances:*

<b>Total Required to Reinstate:</b>	<b>\$42,815.30</b>
<b>TOTAL REQUIRED TO PAYOFF:</b>	<b>\$164,677.31</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$126,995.81 together with interest thereon at the rate of 6.5 % per annum, from 8/1/2015 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801


Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/29/2019, at the hour of 1:00 PM, standard time, as established by ORS 187.110, **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

Dated: 3/19/2019

**CLEAR RECON CORP**  
**111 SW Columbia Street #950**  
**Portland, OR 97201**  
**Phone: 858-750-7600**  
**866-931-0036**

  
\_\_\_\_\_  
Edward Jamir, Authorized Signatory of Trustee

TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **7/29/2019 at ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601 at 1:00 PM**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

### PROTECTION FROM EVICTION

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

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

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

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

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

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

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

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

### SECURITY DEPOSIT

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

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

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

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

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

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

**2019-002725**  
**Klamath County, Oregon**  
 03/22/2019 11:18:01 AM  
 Fee: \$92.00

**When recorded mail document to:**

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL**

TS No.: 076739-OR  
 Loan No.: \*\*\*\*\*0801  
 Legal Authority: ORS 86.752, 86.771

180540914

Reference is made to that certain trust deed (the "Deed of Trust") executed by BRIAN P ATCHLEY, AND D LIVY E ATCHLEY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS., as Beneficiary, dated 6/28/2007, recorded 7/2/2007, as Instrument No. 2007-011866, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOTS 2, 3 AND 4 IN BLOCK 1, FAIRHAVEN HEIGHTS, ACCORDING TO THE  
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
 KLAMATH COUNTY, OREGON.**

**APN: R495592 / R-3908-013AB-00300-000**

**Commonly known as:  
 5258 MASSART ST  
 KLAMATH FALLS, OR 97601-9554**

**The current beneficiary is:  
 THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE  
 (CWALT 2007-23CB)**

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

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

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

*Delinquent Payments:*

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
09/01/15 thru 04/01/16	8	\$774.95	\$6,199.60
05/01/16 thru 03/01/17	11	\$769.73	\$8,467.03
04/01/17 thru 08/01/17	5	\$793.48	\$3,967.40
09/01/17 thru 03/01/18	7	\$1,052.44	\$7,367.08
04/01/18 thru 10/01/18	7	\$1,055.86	\$7,391.02
11/01/18 thru 03/01/19	5	\$1,047.24	\$5,236.20
<i>Late Charges:</i>			\$150.51
<i>Beneficiary Advances:</i>			\$4,036.46
<b>TOTAL REQUIRED TO REINSTATE:</b>			<b>\$42,815.30</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$164,677.31**

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

The Sale will be held at the hour of **1:00 PM.**, standard time, as established by ORS 187.110, on **7/29/2019**, at the following place:

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

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


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

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

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

Dated: 3/19/2019

CLEAR RECON CORP  
111 SW Columbia Street #950  
Portland, OR 97201  
Phone: 858-750-7600 or 866-931-0036

  
Edward Jamir, Authorized Signatory of Trustee

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

State of California       )  
  ) ss.  
County of San Diego     )

On MAR 19 2019 before me, Christina Aguilar, Notary Public, personally appeared Edward Jamir who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Christina Aguilar (Seal)





## Recipient List (addresses)

Client: Bayview Loan Servicing

668958  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
9214890144258232701910 (Electronic Return Receipt)

668958  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026

668958  
COUNTRYWIDE BANK, FSB. C/O MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026  
9214890144258232701958 (Electronic Return Receipt)

668958  
COUNTRYWIDE BANK, FSB. C/O MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC.  
P.O. BOX 2026  
FLINT, MI 48501-2026

668958  
COUNTRYWIDE BANK, FSB.  
1199 NORTH FAIRFAX ST. STE. 500  
ALEXANDRIA, VA 22314  
9214890144258232701989 (Electronic Return Receipt)

668958  
COUNTRYWIDE BANK, FSB.

1199 NORTH FAIRFAX ST. STE. 500  
ALEXANDRIA, VA 22314

668958  
COUNTRYWIDE BANK, FSB. C/O COUNTRYWIDE HOME LOANS, INC. MS SV-  
79 DOCUMENT PROCESSING  
P.O. BOX 10423  
VAN NUYS, CA 91410-0423  
9214890144258232702030 (Electronic Return Receipt)

668958  
COUNTRYWIDE BANK, FSB. C/O COUNTRYWIDE HOME LOANS, INC. MS SV-  
79 DOCUMENT PROCESSING  
P.O. BOX 10423  
VAN NUYS, CA 91410-0423

### **Affidavit of Service/Posting**

Trustee's Notice of Sale Upon Occupant; Notice to Tenants; Notice- Danger of Losing Property

Case Number: 076739-OR

Grantor:

**BRIAN P ATCHLEY, AND D LIVY E ATCHLEY**

For:

Attn: POSTINGS

STOX Posting & Publishing, LLC

2030 EAST 4TH STREET

SUITE 230 B

SANTA ANA, CA 92705

Received by MALSTROM'S PROCESS SERVING CO. on the 28th day of March, 2019 at 5:03 pm to be served on **BRIAN P ATCHLEY, AND D LIVY E ATCHLEY and/or ALL OCCUPANTS, 5258 MASSART ST, KLAMATH FALLS, OR 97601-9554.**

I, Ron Miller, Process Server, being duly sworn, depose and say that on the **29th day of March, 2019 at 7:00 pm, I:**

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

**5258 MASSART ST, KLAMATH FALLS, OR 97601-9554**

As follows:

I attempted personal service at the Property Address on **3/29/2019 at 7:00 pm** and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously to the main entrance pursuant to ORS 86.774 (1)(b)(A).

On **4/1/2019 at 3:00 pm**, I returned to the Property Address and, again, received no answer from any occupant(s) at this address. At that time, I POSTED another true copy conspicuously to the main entrance of the premises pursuant to ORS 86.774 (1)(b)(B).

On **4/5/2019 at 2:30 pm** I returned to the Property Address for the third time and Again received no answer from any occupant(s). At that time I POSTED another true copy conspicuously to the main entrance of the premises. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

The effective date of service upon an occupant at the Property Address is **3/29/2019** as calculated pursuant to ORS 86.774(1)(c).


**CERTIFICATION OF MAILING:** I certify that on **4/8/2019** a true copy of Trustee's Notice of Sale Upon Occupant; Notice to Tenants; Notice- Danger of Losing Property and a statement regarding service were mailed addressed to "OCCUPANTS" at 5258 MASSART ST, KLAMATH FALLS, OR 97601-9554 by First Class Mail postage paid.

**Affidavit of Service/Posting For 076739-OR**

I declare I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding. I certify that the person, firm, or corporation served is the identical one named in this action. I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

STATE OF OREGON  
County of Marion

Subscribed and Sworn to before me on the 8th day  
of April, 2019 by the affiant who is personally known  
to me.

  
NOTARY PUBLIC





Ron Miller, Process Server

Date: 4-8-19

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

Our Job Serial Number: ONE-2019001683  
Ref: 917690

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## TRUSTEE'S NOTICE OF SALE

---

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

Reference is made to that certain trust deed (the "Deed of Trust") executed by BRIAN P ATCHLEY, AND D LIVY E ATCHLEY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS., as Beneficiary, dated 6/28/2007, recorded 7/2/2007, as Instrument No. 2007-011866, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

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KLAMATH COUNTY, OREGON.**

**APN: R495592 / R-3908-013AB-00300-000**

Commonly known as:  
**5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554**

The current beneficiary is:  
**THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-23CB)**

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<i>Delinquent Payments:</i>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
<u>Dates:</u>			
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<b>TOTAL REQUIRED TO PAYOFF:</b>			<b>\$164,677.31</b>

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$126,995.81 together with interest thereon at the rate of 6.5 % per annum, from 8/1/2015 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801


Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/29/2019, at the hour of 1:00 PM, standard time, as established by ORS 187.110, **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

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

Dated: 3/19/2019

**CLEAR RECON CORP**  
**111 SW Columbia Street #950**  
**Portland, OR 97201**  
**Phone: 858-750-7600**  
**866-931-0036**

  
\_\_\_\_\_  
Edward Jamir, Authorized ~~Signatory of~~ Trustee

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **7/29/2019** at **ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601** at **1:00 PM**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

### PROTECTION FROM EVICTION

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

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

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

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

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

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

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

### ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT

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

### SECURITY DEPOSIT

TS No.: 076739-OR  
Loan No.: \*\*\*\*\*0801

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

#### ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

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

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

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



**NOTICE:**

**YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT  
TAKE ACTION IMMEDIATELY**

**This notice is about your mortgage loan on your property at:**

**5258 MASSART ST  
KLAMATH FALLS, OR 97601-9554**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of 3/19/2019 to bring your mortgage loan current was \$42,815.30. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **(858) 750-7600** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

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

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

Date and time: 7/29/2019 at 1:00 PM

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

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call **Bayview Loan Servicing, LLC** at **866-709-3400** 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 phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684- 3763 or toll-free in Oregon at 800-452-7636 or visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

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

Dated: **3/19/2019**

Trustee name: Clear Recon Corp.

Trustee signature: Edward Jamir 

Trustee telephone number: 858-750-7600

Trustee Sale No.: 076739-OR

**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#18868 SALE  
STOX# 917690 ATCHLEY  
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:

04/03/2019 04/10/2019 04/17/2019 04/24/2019

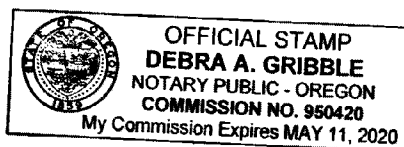
Total Cost: \$1335.60

*Pat Bergstrom*

Subscribed and sworn by Pat Bergstrom before me on:  
24th day of April in the year of 2019

*Debra A Gribble*

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



**TRUSTEE'S NOTICE OF SALE  
TS No.: 076739-OR Loan No.: \*\*\*\*\*0801**

Reference is made to that certain trust deed (the "Deed of Trust") executed by BRIAN P ATCHLEY, AND D LIVY E ATCHLEY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS DESIGNATED NOMINEE FOR COUNTRYWIDE HOME LOANS, INC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS., as Beneficiary, dated 6/28/2007, recorded 7/2/2007, as Instrument No. 2007-011866, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: LOTS 2, 3 AND 4 IN BLOCK 1, FAIRHAVEN HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. APN: R495592 / R-3908-013AB-00300-000 Commonly known as: 5258 MASSART ST KLAMATH FALLS, OR 97601-9554 The current beneficiary is: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE (CWALT 2007-23CB)

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

**Delinquent Payments:**

Dates:	No.	Amount	Total:
09/01/15 thru 04/01/16	8	\$774.95	\$6,199.60
05/01/16 thru 03/01/17	11	\$769.73	\$8,467.03
04/01/17 thru 08/01/17	5	\$793.48	\$3,967.40
09/01/17 thru 03/01/18	7	\$1,052.44	\$7,367.08
04/01/18 thru 10/01/18	7	\$1,055.86	\$7,391.02
11/01/18 thru 03/01/19	5	\$1,047.24	\$5,236.20

**Late Charges:**

\$ 103.17

**Beneficiary Advances:**

\$4,036.46

**Total Required to Reinstate:**

\$42,767.96

**TOTAL REQUIRED TO PAYOFF:**

\$164,541.59

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$126,995.81 together with interest thereon at the rate of 6.5 % per annum, from 8/1/2015 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust.

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 7/29/2019, at the hour of 1:00 PM, standard time, as established by ORS 187.110, ON THE FRONT STEPS OF THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN STREET, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.  
Dated: 3/19/2019 CLEAR RECON CORP 111 SW  
Columbia Street #950 Portland, OR 97201 Phone: 858-  
750-7600 866-931-0036 Hamsa Uchi, Authorized Sig-  
natory of Trustee  
#18868 April 03, 10, 17, 24, 2019.