



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

**2024-007660**

**Klamath County, Oregon**

**09/03/2024 08:55:02 AM**

**Fee: \$87.00**

I, Heather Boozer, Advertising 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 97601 in the afore-  
said county and state: that I know from my personal knowl-  
edge that the Legal # 24325 File No. 375023.0 B Well  
Develop

a printed copy of which is hereto annexed, was published in  
the entire issue of said newspaper for: 4

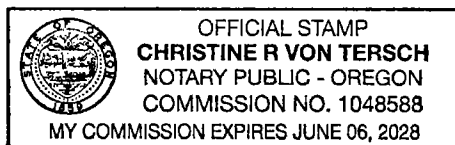
Insertion(s) in the following issues: 07/27/24, 08/03/24,  
08/10/24, 08/17/24

Total Cost: \$2,614.83

Subscribed and sworn by Heather Boozer before me on:  
On 19th day of August, in the year of 2024

Notary Public of Oregon

My commission expires June 6, 2028



After Recording return to:  
AmeriTitle  
404 Main St., Ste 1  
Klamath Falls, OR 97601

**TRUSTEE'S NOTICE OF SALE**

Reference is made to that certain Trust Deed, Security Agreement, Assignment of Rents and Fixture Filing (the "Trust Deed") made by B Well Development – Oregon, LLC, an Oregon Limited Liability Company (the "Grantor") to AmeriTitle, Inc. (the "Trustee") in favor of AgAmerica Lending, LLC, (the "Beneficiary"), dated July 30, 2020, recorded on July 31, 2020, in the Mortgage Records of Klamath County, Oregon as Instrument No. 2002-009405 (the "Trust Deed"), on the following described real property situated in said county and state, to wit:

**SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN**

The original Beneficiary's interest under said Trust Deed was assigned, pursuant to an Assignment of Deed of Trust dated July 28, 2020, recorded on July 31, 2020, in the mortgage records of Klamath County, Oregon as Instrument No. 2020-009406, wherein AgAmerica Lending, LLC assigned all of its interest, as Beneficiary under the Trust Deed to Agri-A1, LLC.

No action has been instituted to recover the obligation, or any part thereof, now remaining secured by the Trust Deed or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7).

The default for which the foreclosure is made is Grantor's failure to pay when due the monthly installments of principal and interest, together with costs, disbursements, advances, and/or fees incurred or paid by the Beneficiary or the Successor Trustee as a result of Grantor's default, together with any penalties and interest accruing thereon.

By reason of said default, Beneficiary has declared all sums owing on the obligation secured by the Note and Trust Deed immediately due and payable, which sums are as follows: unpaid principal balance of \$776,903.95, plus interest thereon at the variable rate set forth by the Promissory Note secured by the Trust Deed from September 1, 2023, until paid in full, together with default interest, late fees, amounts that Beneficiary has paid or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and expenses, costs, impound amounts, and attorney and trustee fees incurred by Beneficiary in foreclosure, including the cost of a Trustee's sale guarantee and any other sums secured by the Trust Deed.

Beneficiary is exempt from the requirements of the Oregon Foreclosure Avoidance Mediation Program pursuant to ORS 86.726(1)(b), as the Beneficiary has not commenced or caused an affiliate, subsidiary, or agent to commence any previous residential foreclosure actions within the preceding calendar year.

By reason of said default, Beneficiary and the undersigned Successor Trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.815 and to sell Grantor's interest in the real property identified above to satisfy the obligation that is secured by the Trust Deed.

NOTICE IS HEREBY GIVEN that the undersigned Successor Trustee, or his agent, will sell the property at public sale on September 12, 2024, at 10:00 am, Pacific Time, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon and will sell for cash at public auction to the highest bidder the interest in said real property, which Grantor has or had power to convey at the time of the execution by Grantor of the Trust Deed, together with any interest that Grantor or the successors in interest to Grantor acquired after the

execution of the Trust Deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the Successor Trustee.

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 obligation or 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 trustee and attorney fees.

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, and the word "grantor" includes any successor in interest of 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.

**In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.** For further information, please contact Brian DiFonzo at his mailing address of Yturri Rose, LLP, PO Box "S", Ontario, Oregon 97914 or telephone him at (541) 889-5368.

Dated this 13th day of May, 2024.

/s/ Brian D. DiFonzo, Successor Trustee

**EXHIBIT A****Parcel A:**

Parcel 1 of Land Partition 31-93 situated in the NE1/4 SE1/4 and the SE1/4 NE1/4 Section 2, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

**Parcel B:**

The SW1/4 NW1/4 and the NW1/4 SW1/4 of Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Together with a 30-foot ingress and egress easement by deed Volume M92, page 12837, and Volume 162, page 59 as delineated on Land Partition 31-93,

Also together with: Road Maintenance Agreement, subject to the terms and provisions thereof; dated March 11, 1986, recorded April 1, 1986 as Volume M86, page 5371, Microfilm Records of Klamath County, Oregon.  
#24325 July 27, August 3, 10, 17, 2024