

RECORD

MITC624813AM

Grantor:

B Well Development – Oregon, LLC  
411 Pine Street  
Klamath Falls OR 97601

Successor Trustee:

Brian DiFonzo  
89 SW 3<sup>rd</sup> Avenue  
Ontario, OR 97914

After recording return to:

Yturri Rose, LLP  
PO Box "S"  
Ontario OR 97914

**AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE**

State of Oregon            )  
  ) ss.  
County of Malheur        )

I, Brian D. DiFonzo, under oath, state as follows:

1. I, Brian D. DiFonzo, declare under penalty of perjury under the laws of the State of Oregon that I am now and at all times herein mentioned was, a citizen of the United States, a resident of the State of Oregon and over the age of eighteen years, and am the Successor Trustee in this matter.

2. This affidavit concerns the property legally described as follows:

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

3. Attached as Exhibit B is a copy of the Trustee's Notice of Sale for September 12, 2024, that was sent to the Grantor and other interested parties on May 14, 2024.

4. Pursuant to ORS 86.782(12), I caused to be mailed on May 14, 2024, both by first class, with postage thereon fully prepaid, and certified, a true copy of the Notice of Trustee's sale to the following addresses of the grantor, such addresses being all the addresses of grantor on file with the beneficiary.

Mark Englander  
2629 Towngate Road, Suite 2020  
Westlake Village CA 91361

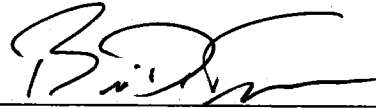
B Well Development – Oregon LLC  
2629 Towngate Road, Suite 200  
Westlake Village CA 91361

Matthew Peters  
601 South 10<sup>th</sup> Street, Suite 201A  
Las Vegas NV 89101

Strandview Enterprises, LLC  
601 S 10<sup>th</sup> treet, Suite 201A  
Las Vegas NV 89101

Michael P. Rudd  
Registered Agent for B Well Development  
411 Pine Street  
Klamath Falls OR 97601

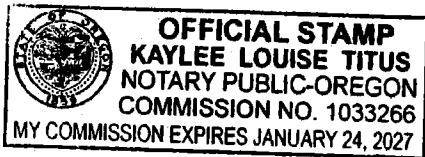
Dated this 13 day of September, 2024.



Brian D. DiFonzo, Successor Trustee

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MALHEUR    )

This instrument was acknowledged before me on the 13 day of September, 2024.



Notary Public for Oregon

My Commission Expires: January 24, 2027

## 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 t, 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.

**EXHIBIT B**

## **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.

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### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for September 12, 2024. 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 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 or 60 days. After the sale, you should receive 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.

Oregon State Bar – Lawyer Referral Service  
16037 Upper Boones Ferry Road  
Tigard, Oregon 97224

503-684-3763 or toll-free in Oregon at 800-452-7636

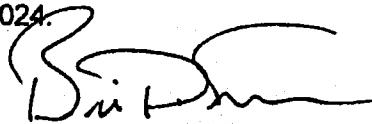
<http://www.osbar.org/public/ris/ris.html#referral>

Legal Aid: <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>

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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 13<sup>th</sup> day of May, 2024.



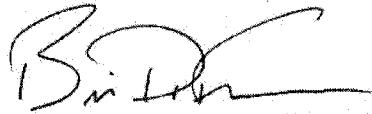
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Brian D. DiFonzo, Successor Trustee



State of Oregon       )  
                                  ) ss.  
County of Malheur    )

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

  
\_\_\_\_\_  
Attorney for said Beneficiaries

## **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.

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