

**2025-002880**  
**Klamath County, Oregon**  
04/18/2025 12:18:01 PM  
Fee: \$147.00

**RECORDING COVER SHEET (Please Print or Type)** this cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

**AFTER RECORDING RETURN TO:**

John A. McIntosh, OSB #172742  
\_\_\_\_\_  
Schweet Linde & Rosenblum, PLLC  
\_\_\_\_\_  
575 S. Michigan Street  
\_\_\_\_\_  
Seattle, WA  
\_\_\_\_\_

THIS SPACE RESERVED FOR USE BY  
THE COUNTY RECORDING OFFICE

**SEND TAX STATEMENTS TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)**

Affidavit of Posting  
\_\_\_\_\_  
\_\_\_\_\_

**DIRECT PARTY(S) -- (i.e., DEEDS: Seller/Grantor; MORTGAGES: Borrower/Grantor; LIENS; Creditor/Plaintiff)**

ORS 205.125(1) (b) and 205.160  
Badger Flats Limited Partnership  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INDIRECT PARTY(S) -- (i.e., DEEDS: Buyer/Grantee; MORTGAGES: Beneficiary/Lender; LIENS: Debtor/Defendant)**

ORS 205.125(1) (a) and 205.160  
WADOT Capital, Inc, a Washington corporation  
\_\_\_\_\_  
Deed of Trust, Recording No. 2021-000999  
\_\_\_\_\_  
Notice of Default and Election to Sell, Recording No. 2024-010722  
\_\_\_\_\_

**TRUE AND ACTUAL CONSIDERATION-- (Amount in dollars or other) ORS 93.030(5)**

\$ NA  
\_\_\_\_\_

**JUDGMENT AMOUNT-- (obligation imposed by the order or warrant) ORS 205.125(1) (c)**

\$ NA  
\_\_\_\_\_

If this instrument is being Re-Recorded, complete the following statement, in accordance with

**ORS 205.244:**

**"RERECORDED AT THE REQUEST OF** \_\_\_\_\_

**TO CORRECT** \_\_\_\_\_

**PREVIOUSLY RECORDED IN BOOK/PAGE/FEE NUMBER** \_\_\_\_\_

**PROOF OF SERVICE  
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE

FOR THE WITHIN NAMED: **All Occupants of Parcel 3908-00100-00200 Klamath County, Oregon.**

**PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to \_\_\_ at the address below.

**SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

**OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

<b>1<sup>st</sup> Attempt:</b>	<b>December 16, 2024</b>	<b>12:40 PM</b>	<b>POSTED</b>
<b>2<sup>nd</sup> Attempt:</b>	<b>December 27, 2024</b>	<b>2:40 PM</b>	<b>POSTED</b>
<b>3<sup>rd</sup> Attempt:</b>	<b>December 31, 2024</b>	<b>10:00 AM</b>	<b>POSTED</b>

**NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_\_ and after personal inspection, I found the above described real property to be unoccupied.

**SUBSTITUTE SERVICE MAILER:** That on the day of \_\_\_ I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed \_\_\_\_\_

---

**Parcel 3908-00100-00200 Klamath County, Oregon.**

**ADDRESS OF SERVICE**

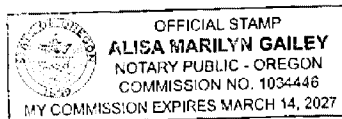
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

December 16, 2024                      12:40 PM  
**DATE OF SERVICE                      TIME OF SERVICE**

or non occupancy

By:  \_\_\_\_\_

Subscribed and sworn to before on this 3 day of January, 2025.



 \_\_\_\_\_

**PROOF OF SERVICE  
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon  
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: **All Occupants of Parcel 3908-00100-00500 Klamath County, Oregon.**

**PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to \_\_\_ at the address below.

**SUBSTITUTE SERVICE:** By delivering an Original or True Copy to \_\_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

**OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

<b>1<sup>st</sup> Attempt:</b>	<b>December 16, 2024</b>	<b>12:40 PM</b>	<b>POSTED</b>
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<b>3<sup>rd</sup> Attempt:</b>	<b>December 31, 2024</b>	<b>10:00 AM</b>	<b>POSTED</b>

**NON-OCCUPANCY:** I certify that I received the within document(s) for service on \_\_\_ and after personal inspection, I found the above described real property to be unoccupied.

**SUBSTITUTE SERVICE MAILER:** That on the day of \_\_\_ I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed \_\_\_\_\_

---

**Parcel 3908-00100-00500 Klamath County, Oregon.**

**ADDRESS OF SERVICE**

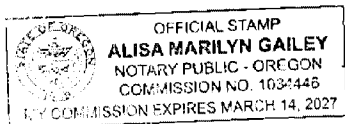
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.


December 16, 2024                      12:40 PM  
**DATE OF SERVICE                      TIME OF SERVICE**

or non occupancy

By:  \_\_\_\_\_

Subscribed and sworn to before on this 3 day of January, 2025.



 \_\_\_\_\_

## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain commercial trust deed made by **Badger Flats Limited Partnership**, as grantor, to Amerititle, LLC, as original trustee, in favor of WADOT CAPITAL, INC., a Washington corporation, as beneficiary, recorded on January 21, 2021, in the Records of Klamath County, Oregon under Recording No. 2021-000999; and subsequently assigned to the current beneficiary KC Capital, LLC, a Washington limited liability company and said assignment was recorded on January 27, 2021 in the Records of Klamath County, Oregon under Recording No. 2021-001228, covering the following described real property situated in the above mentioned county and state, to wit:

Parcel 1:

The SE1/4 NW1/4, that portion of the N1/2 NW1/4 and SW1/4 NE1/4 lying South of Highway 140 all in Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Less and except that portion deeded to the State of Oregon by and through its Department of Transportation, recorded May 10, 2004 in Volume M04, page 28266, records of Klamath County, Oregon.

Parcel 2:

That portion of the NW1/4 NE1/4 lying South of Highway 140 all in Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Less and except that portion deeded to the State of Oregon by and through its Department of Transportation, recorded May 10, 2004 in Volume M04, page 28266, records of Klamath County, Oregon.

The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed 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 party 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).

Both the Beneficiary and the Trustee, John A. McIntosh, OSB# 172742, have elected to sell the said real property to satisfy the obligations secured by said Trust Deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes.

There is a default by grantors or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure made is Grantors' failure to pay when the following sums:

8 payments of \$4,685.66 for May-December 2024:	\$37,485.28
Default Interest through 12/1/2024:	\$30,749.66
Late Charges:	\$19,422.42
3 NSF Charges:	\$1,406.25
Extension Fee/Loan Mod 2/1/2022	\$8,996.46
Extension Fee/Loan Mod 1/31/2024	\$8,996.46
Funds held in Suspense:	(\$9,687.50)
<b>Total Amount In Arrears:</b>	<b>\$97,369.03*</b>

\*Together with title expenses, costs, Trustee's fees and attorney fees incurred herein by reason of said default and any further sums advanced by the Beneficiary for the protection of the above-described real property and its interest therein.

The default for which foreclosure is made is also the failure to pay the real property taxes.

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

Notice hereby is given that John A. McIntosh, the undersigned trustee, will on **April 21, 2025**, at the hour of 11:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the front steps of the Klamath County Courthouse at 316 Main St, Klamath Falls, Oregon 97601, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, 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 Section 86.778 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, Trustee's or attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

Name and Last Known Address and Nature of Right, Lien or Interest:

Pursuant to Oregon law, this sale will not be deemed final until the Trustee's Deed has been issued by John A. McIntosh, OSB# 172742. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the Trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

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

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured

by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

**NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.**

Dated: December 11, 2024



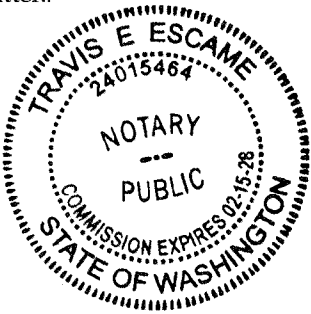
By: John A. McIntosh, OSB # 172742  
Successor Trustee  
575 S. Michigan Street  
Seattle, WA 98108  
(206) 381-0118

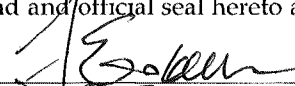
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 11 day of December 2024, before me, Travis E. Escame personally appeared to me known to be John A. McIntosh, who proved to me on the basis of satisfactory evidence to be the person whose name I subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct. Witness my hand and official seal hereto affixed the day and year first above written.



  
Travis E. Escame (PRINT NAME)  
Notary Public in and for the State of Washington  
Residing at: Seattle  
My commission expires: February 15, 2028

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

**2024-010722**  
**Klamath County, Oregon**  
12/11/2024 11:46:01 AM  
Fee: \$97.00

After recording return to:

John A. McIntosh, OSB # 172742  
Schweet Linde & Rosenblum, PLLC  
575 S. Michigan Street  
Seattle, WA 98108

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Reference is made to that certain commercial Deed of Trust and Security Agreement made by **Badger Flats Limited Partnership**, as grantor, to Amerititle, LLC, as original trustee, in favor of WADOT CAPITAL, INC., a Washington corporation, as Beneficiary, recorded on January 21, 2021, in the Records of Klamath County, Oregon under Recording No. 2021-000999; and subsequently assigned to the current beneficiary KC Capital, LLC, a Washington limited liability company and said assignment was recorded on January 27, 2021 in the Records of Klamath County, Oregon under Recording No. 2021-001228, covering the following described real property situated in the above mentioned county and state, to wit:

**Parcel 1:**

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**Parcel 2:**

That portion of the NW1/4 NE1/4 lying South of Highway 140 all in Section 1, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon. Less and except that portion deeded to the State of Oregon by and through its Department of Transportation, recorded May 10, 2004 in Volume M04, page 28266, records of Klamath County, Oregon.

The undersigned hereby certifies that based upon business records there are no known written assignment of the trust deed 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 trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7).

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

8 payments of \$4,685.66 for May-December 2024:	\$37,485.28
Default Interest through 12/1/2024:	\$30,749.66
Late Charges:	\$19,422.42
3 NSF Charges:	\$1,406.25
Extension Fee/Loan Mod 2/1/2022	\$8,996.46
Extension Fee/Loan Mod 1/31/2024	\$8,996.46
Funds held in Suspense:	(\$9,687.50)
<b>Total Amount In Arrears:</b>	<b>\$97,369.03*</b>
*Together with title expenses, costs, Trustee's fees and attorney fees incurred herein by reason of said default and any further sums advanced by the Beneficiary for the protection of the above-described real property and its interest therein.	

The default for which foreclosure is made is also the failure to pay the real property taxes.

Notice is hereby given that the beneficiaries and trustee, by reason of default, have elected and do hereby elect to foreclose the trustee deed 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 of the execution by grantor of the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Notice hereby is given that John A. McIntosh, the undersigned trustee, will on **April 21, 2025**, at the hour of 11:00 AM, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at the front steps of the Klamath County Courthouse at 316 Main St, Klamath Falls, Oregon 97601, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

Name and Last Known Address and Nature of Right, Lien or Interest:

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 the beneficiary of the entire amount then due (other than such portion of the principal as would not 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 the 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's and attorney fees no exceeding the amounts provided by ORS 86.778.

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 trust deed, and the words “trustee” and “beneficiary” include their respective successors in interest, if any.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder’s rights against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

**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.**

**NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF DEFAULT, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.**

Dated: December 11, 2024

  
\_\_\_\_\_  
John A. McIntosh, OSB # 172742  
Successor Trustee  
(206) 381-0118  
575 S. Michigan Street  
Seattle, WA 98108

Acknowledgment on Following Page

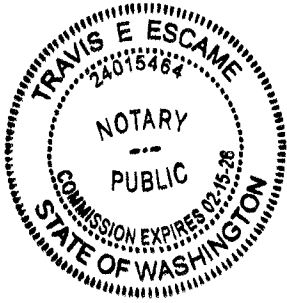
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

On this 11th day of December 2024, before me, Travis E. Escame personally appeared to me known to be John A. McIntosh, who proved to me on the basis of satisfactory evidence to be the person whose name I subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]  
Travis E. Escame (PRINT NAME)  
Notary Public in and for the State of Washington  
Residing at: Seattle  
My commission expires: February 15, 2028.

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 21, 2025. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

## PROTECTION FROM EVICTION

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

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

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE  
SALE:

RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE  
SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 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 after the date of the foreclosure sale date that you must move out, the new owner becomes your new landlord and you 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: (503) 620-0222; (800) 452-8260

Legal assistance: <https://www.osbar.org/index.html>