

**2025-006431**

**Klamath County, Oregon**

**07/25/2025 08:28:01 AM**

**Fee: \$257.00**

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith  
c/o Trustee Corps  
606 W. Gowe Street  
Kent, WA 98032-5744

S No. OR08000018-25-1

APN 902183 | 902184

TO No. 250056158-OR-MSO

## AFFIDAVIT OF MAILING

<b>GRANTEE:</b>	<b>GESA CREDIT UNION</b>
<b>GRANTOR:</b>	<b>MICHAEL A SMIGIEL AND DANIELLE SMIGIEL</b>
<b>CURRENT TRUSTEE:</b>	<b>Nathan F. Smith, OSB #120112</b>

## DECLARATION OF MAILING



Reference No: OR08000018-25  
Mailing Number: 0289558-01  
Type of Mailing: OR

STATE OF CALIFORNIA }  
 } SS  
COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

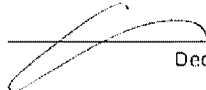
At the request of Trustee Corps on 4/16/2025, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
None

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

April 17 2025 San Diego, California  
Date and Location

  
Declarant

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  
COUNTY OF SAN DIEGO

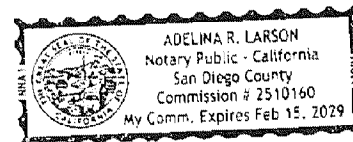
On April 17 2025 before me, Adelina R. Larson,  
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this 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: 

(Seal)



## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, MICHAEL A SMIGIEL AND DANIELLE SMIGIEL as Grantor to TRUSTEE SERVICES INC. as Trustee, in favor of GESA CREDIT UNION as Beneficiary dated as of October 26, 2023 and recorded on October 30, 2023 as Instrument No. 2023-009351 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: 902183 | 902184

**THE E 1/2 OF GOVERNMENT LOT 22, THE E1/2 E1/2 OF GOVERNMENT LOT 27, AND THE E1/2 OF GOVERNMENT LOT 30, ALL IN SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLMETTE MERIDIAN, KLAMATH COUNTY, OREGON.**

Commonly known as: **NA, SPRAGUE RIVER, OR 97639**

Both the Beneficiary, GESA CREDIT UNION, and the Trustee, Nathan F. Smith, Esq., OSB #120112, 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. The default for which the foreclosure is made is the Grantor's failure to pay: **Failed to pay payments which became due**

**Monthly Payment(s):**

6 Monthly Payment(s) from 08/01/2024 to 01/31/2025 at \$305.29

3 Monthly Payment(s) from 02/01/2025 to 04/30/2025 at \$334.65

**Total Late Charge(s):**

Total Late Charge(s) at \$101.43

By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of \$25,892.60 together with interest thereon at the rate of 10.37500% per annum from July 1, 2024 until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **August 26, 2025** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601 County of Klamath, 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.

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.

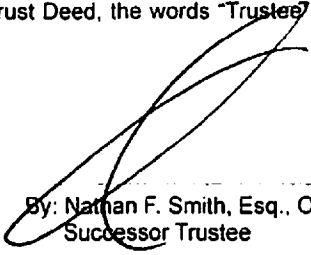
TS No. OR08000018-25-1

APN 902183 | 902184

TO No 250056158-OR-MSO

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 said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any.

Dated: 04/10/2025

By:  Nathan F. Smith, Esq., OSB #120112  
Successor 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.

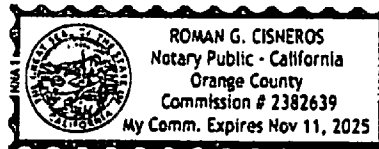
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 04/10/2025 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

**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:  
NA, SPRAGUE RIVER, Oregon 97639.

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 April 30, 2025 to bring your mortgage loan current was \$5,543.12. 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 1-866-397-5370 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:

Malcolm & Cisneros, A Law Corporation  
c/o Trustee Corps  
17100 Gillette Ave.  
Irvine, CA 92614  
949-252-8300

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

Date and Time: August 26, 2025 at 10:00 AM

Place: inside the main lobby of the Klamath County Courthouse,  
316 Main St, Klamath Falls, OR 97601, County of Klamath

**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 Dovenmuehle Mortgage, Inc. at phone no 1-866-397-5370 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 telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you can visit its website at <http://www.osbar.org>. Legal assistance may be available to you 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 who tell you they can help you keep your property. You should 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.

### **NOTICE TO VETERANS OF THE ARMED FORCES**

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. The contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

DATED: 04/10/2025

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By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **August 26, 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 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 Law Center  
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  
<http://www.oregonlawcenter.org/>**

**Oregon State Bar's Lawyer Referral Service** at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <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://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)



**2025-002667**

**Klamath County, Oregon**

**04/14/2025 08:26:01 AM**

**Fee: \$97.00**

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

**RE: Trust Deed from:  
MICHAEL A SMIGIEL AND DANIELLE  
SMIGIEL, Grantor  
To:  
Nathan F. Smith, Esq., OSB #120112**

After recording return to:

**Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB  
#120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614**

**TS No. OR08000018-25-1**

**APN 902183 | 902184**

**TO No 250056158-OR-MSO**

Reference is made to that certain Trust Deed made by MICHAEL A SMIGIEL AND DANIELLE SMIGIEL as Grantor, to TRUSTEE SERVICES INC. as Trustee, in favor of GESA CREDIT UNION as original Beneficiary, dated as of October 26, 2023 and recorded October 30, 2023 in the records of Klamath County, Oregon as Instrument No. 2023-009351 covering the following described real property situated in the above-mentioned county and state, to wit:

**APN: 902183 | 902184**

**THE E 1/2 OF GOVERNMENT LOT 22, THE E1/2 E1/2 OF GOVERNMENT LOT 27, AND THE E1/2 OF GOVERNMENT LOT 30, ALL IN SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLMETTE MERIDIAN, KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, GESA CREDIT UNION, 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(4).

There is a default by Grantor 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:

**The total monthly payment(s) in the amount of \$2,836.69 beginning August 1, 2024, as follows:**

**\$1,831.74 = 6 monthly payment(s) at \$305.29**

**\$1,003.95 = 3 monthly payment(s) at \$334.65**

**By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling \$31,885.02, said sums being the following:**

- 1. Principal balance of \$25,892.60 and accruing interest as of April 30, 2025, per annum, from July 1, 2024 until paid.**
- 2. \$2,228.18 in interest**

3. **\$86.94** in late charges
4. **\$162.00** in total fees
5. **\$174.30** in negative escrow balance
6. **\$2,221.00** in corporate advances
7. **\$20.00** in NSF fees
8. **\$1,100.00** in anticipated foreclosure fees and costs
9. Together with title expenses, costs, Trustees fees and attorney fees incurred here in 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 there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit: **Failed to pay payments which became due**

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to foreclose the Trust 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 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 **10:00 AM**, in accord with the standard of time established by ORS 187.110, on **August 26, 2025** at the following place: **inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601**

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:

**OCCUPANT**  
**NA, SPRAGUE RIVER, OR 97639**

**DANIELLE SMIGIEL**  
**NA, SPRAGUE RIVER, OR 97639**

**MICHAEL A SMIGIEL**  
**NA, SPRAGUE RIVER, OR 97639**

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 then be due had no default occurred), together with costs, Trustee's and attorney's fees, 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, at any time prior to 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 singular gender includes the plural, the word "Grantor" includes any successor  
**TS No. OR08000018-25-1**

in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: 04/10/2025

By:   
Nathan F. Smith, Esq., OSB #120112  
Successor 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.

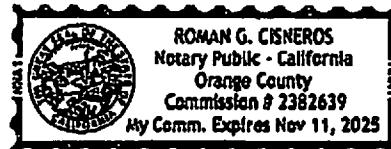
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 04/10/2025 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



**CERTIFICATE OF COMPLIANCE  
STATE OF OREGON  
FORECLOSURE AVOIDANCE PROGRAM**

**AFTER RECORDING RETURN TO:**

Brittany Davis  
For Malcolm & Cisneros, For Dovenmuehle Mortgage, Inc.  
2112 Business Center Drive  
Irvine, CA 92612

3/25/2025

Grantor:	MICHAEL A SMIGIEL AND DANIELLE SMIGIEL
Beneficiary:	GESA CREDIT UNION
Property Address:	902184 3610-01400-02100 SPRAGUE RIVER, OR 97639
Instrument / Recording No. Date / County	Instrument Number: 2023-009351 Recording Number: 2023-009351 Loan Number: [REDACTED] Recording date: 10/30/2023 County: Klamath
Case Number	BI-250128-9456

1. The Service Provider hereby certifies that:

- ☐ The beneficiary and/or its agent complied with the requirements of ORS 86.726, 86.729 and 86.732; or
- ☒ The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

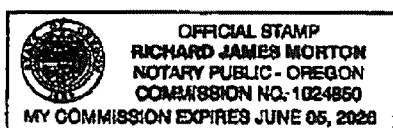
DATED this 25 day of March, 2025.

[Signature]  
Authorized Representative, Oregon Foreclosure Avoidance Program

STATE OF OREGON     )  
                                  ) ss.  
County of Multnomah    )

The foregoing instrument was acknowledged before me on March 25<sup>th</sup>, 2025, by Jesse Clift  
[Print Name]

as an Authorized Representative of the Oregon Foreclosure Avoidance Program Service Provider, Mediation Case Manager.



[Signature]  
Notary Public - State of Oregon  
My Commission Expires: 6/5/26

Exhibit A to Declaration of Mailing

Postal Class: First Class  
Mail Date: 04/16/2025  
Type of Mailing: OR  
Attachment: 0289558-01 000 1103290 Trustee\_000418

Sender: Trustee Corps  
17100 Gillette Ave.  
Irvine CA 92614

- 1 (11)9690024897627426  
OCCUPANT  
NA  
SPRAGUE RIVER, OR 97639
- 2 (11)9690024897627433  
DANIELLE SMIGIEL  
NA  
SPRAGUE RIVER, OR 97639
- 3 (11)9690024897627440  
DANIELLE SMIGIEL  
4014 NW BROOKFIELD LN  
PRINEVILLE, OR 97754-9315
- 4 (11)9690024897627457  
DANIELLE SMIGIEL  
2111 E LIBERTY AVE  
SPOKANE, WA 99207
- 5 (11)9690024897627464  
MICHAEL A SMIGIEL  
NA  
SPRAGUE RIVER, OR 97639
- 6 (11)9690024897627471  
MICHAEL A SMIGIEL  
4014 NW BROOKFIELD LN  
PRINEVILLE, OR 97754-9315
- 7 (11)9690024897627488  
MICHAEL A SMIGIEL  
2111 E LIBERTY AVE  
SPOKANE, WA 99207

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret  
Mail Date: 04/16/2025  
Type of Mailing: OR  
Attachment: 0289558-01 000 1103290 Trustee\_000418

Sender: Trustee Corps  
17100 Gillette Ave.  
Irvine CA 92614

- 1 71969002484094283314  
OCCUPANT  
NA  
SPRAGUE RIVER, OR 97639
- 2 71969002484094283321  
DANIELLE SMIGIEL  
NA  
SPRAGUE RIVER, OR 97639
- 3 71969002484094283338  
DANIELLE SMIGIEL  
4014 NW BROOKFIELD LN  
PRINEVILLE, OR 97754-9315
- 4 71969002484094283345  
DANIELLE SMIGIEL  
2111 E LIBERTY AVE  
SPOKANE, WA 99207
- 5 71969002484094283352  
MICHAEL A SMIGIEL  
NA  
SPRAGUE RIVER, OR 97639
- 6 71969002484094283369  
MICHAEL A SMIGIEL  
4014 NW BROOKFIELD LN  
PRINEVILLE, OR 97754-9315
- 7 71969002484094283376  
MICHAEL A SMIGIEL  
2111 E LIBERTY AVE  
SPOKANE, WA 99207

## TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, MICHAEL A SMIGIEL AND DANIELLE SMIGIEL as Grantor to TRUSTEE SERVICES INC. as Trustee, in favor of GESA CREDIT UNION as Beneficiary dated as of October 26, 2023 and recorded on October 30, 2023 as Instrument No. 2023-009351 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: 902183 | 902184

**THE E 1/2 OF GOVERNMENT LOT 22, THE E1/2 E1/2 OF GOVERNMENT LOT 27, AND THE E1/2 OF GOVERNMENT LOT 30, ALL IN SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLMETTE MERIDIAN, KLAMATH COUNTY, OREGON.**

Commonly known as: **NA, SPRAGUE RIVER, OR 97639**

Both the Beneficiary, **GESA CREDIT UNION**, and the Trustee, Nathan F. Smith, Esq., OSB #120112, 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. The default for which the foreclosure is made is the Grantor's failure to pay: **Failed to pay payments which became due**

**Monthly Payment(s):**

6 Monthly Payment(s) from 08/01/2024 to 01/31/2025 at **\$305.29**

3 Monthly Payment(s) from 02/01/2025 to 04/30/2025 at **\$334.65**

**Total Late Charge(s):**

Total Late Charge(s) at **\$101.43**

By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of **\$25,892.60** together with interest thereon at the rate of **10.37500%** per annum from **July 1, 2024** until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **August 26, 2025** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601** County of Klamath, 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.

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. OR08000018-25-1

APN 902183 | 902184

TO No 250056158-OR-MSO

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 said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any.

Dated: 04/10/2025

By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

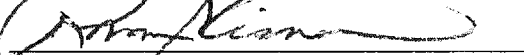
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

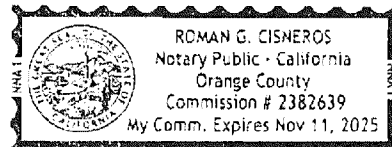
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 04/10/2025 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



**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:  
NA, SPRAGUE RIVER, Oregon 97639.

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 April 30, 2025 to bring your mortgage loan current was \$5,543.12. 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 1-866-397-5370 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:

Malcolm & Cisneros, A Law Corporation  
c/o Trustee Corps  
17100 Gillette Ave.  
Irvine, CA 92614  
949-252-8300

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

Date and Time: August 26, 2025 at 10:00 AM

Place: inside the main lobby of the Klamath County Courthouse,  
316 Main St, Klamath Falls, OR 97601, County of Klamath

**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 Dovenmuehle Mortgage, Inc. at phone no 1-866-397-5370 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 telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you can visit its website at <http://www.osbar.org>. Legal assistance may be available to you 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 who tell you they can help you keep your property. You should 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.

### **NOTICE TO VETERANS OF THE ARMED FORCES**

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. The contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

DATED: 04/10/2025

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By: Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **August 26, 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 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 Law Center**  
**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**  
**<http://www.oregonlawcenter.org/>**

**Oregon State Bar's Lawyer Referral Service** at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <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://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

**2025-002667**

Klamath County, Oregon

04/14/2025 08:25:01 AM

Fee: \$97.00

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
**MICHAEL A SMIGIEL AND DANIELLE  
SMIGIEL, Grantor**  
To:  
**Nathan F. Smith, Esq., OSB #120112**

After recording return to:

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB  
#120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614

TS No. OR08000018-25-1

APN 902183 | 902184

TO No 250056158-OR-MSO

Reference is made to that certain Trust Deed made by MICHAEL A SMIGIEL AND DANIELLE SMIGIEL as Grantor, to TRUSTEE SERVICES INC. as Trustee, in favor of GESA CREDIT UNION as original Beneficiary, dated as of October 26, 2023 and recorded October 30, 2023 in the records of Klamath County, Oregon as Instrument No. 2023-009351 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: **902183 | 902184**

**THE E 1/2 OF GOVERNMENT LOT 22, THE E1/2 E1/2 OF GOVERNMENT LOT 27, AND THE E1/2 OF GOVERNMENT LOT 30, ALL IN SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLMETTE MERIDIAN, KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, **GESA CREDIT UNION**, 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(4).

There is a default by Grantor 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:

The total monthly payment(s) in the amount of **\$2,835.69** beginning **August 1, 2024**, as follows:

\$1,831.74 = 6 monthly payment(s) at \$305.29

\$1,003.95 = 3 monthly payment(s) at \$334.65

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$31,885.02**, said sums being the following:

1. Principal balance of **\$25,892.60** and accruing interest as of **April 30, 2025**, per annum, from **July 1, 2024** until paid.
2. **\$2,228.18** in interest

3. **\$86.94** in late charges
4. **\$162.00** in total fees
5. **\$174.30** in negative escrow balance
6. **\$2,221.00** in corporate advances
7. **\$20.00** in NSF fees
8. **\$1,100.00** in anticipated foreclosure fees and costs
9. Together with title expenses, costs, Trustees fees and attorney fees incurred here in 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 there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit: **Failed to pay payments which became due**

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to foreclose the Trust 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 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 **10:00 AM**, in accord with the standard of time established by ORS 187.110, on **August 26, 2025** at the following place: **inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601**

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:

**OCCUPANT**  
**NA, SPRAGUE RIVER, OR 97639**

**DANIELLE SMIGIEL**  
**NA, SPRAGUE RIVER, OR 97639**

**MICHAEL A SMIGIEL**  
**NA, SPRAGUE RIVER, OR 97639**

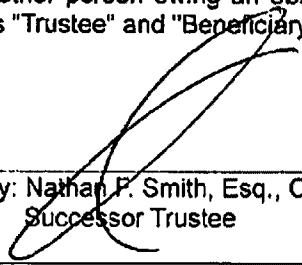
Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, 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, at any time prior to 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 singular gender includes the plural, the word "Grantor" includes any successor  
TS No. OR08000018-25-1

in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: 04/10/2025

By:   
Nathan F. Smith, Esq., OSB #120112  
Successor 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.

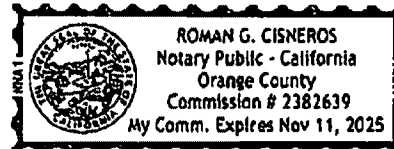
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 04/10/2025 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.



**CERTIFICATE OF COMPLIANCE  
STATE OF OREGON  
FORECLOSURE AVOIDANCE PROGRAM**

**AFTER RECORDING RETURN TO:**

Brittany Davis  
For Malcolm & Cisneros, For Dovenmuehle Mortgage, Inc.  
2112 Business Center Drive  
Irvine, CA 92612

3/25/2025

<b>Grantor:</b>	MICHAEL A SMIGIEL AND DANIELLE SMIGIEL
<b>Beneficiary:</b>	GESA CREDIT UNION
<b>Property Address:</b>	902184 3610-01400-02100 SPRAGUE RIVER, OR 97639
<b>Instrument / Recording No. Date / County</b>	Instrument Number: 2023-009351 Recording Number: 2023-009351 Loan Number: [REDACTED] Recording date: 10/30/2023 County: Klamath
<b>Case Number</b>	BI-250128-9456

1. The Service Provider hereby certifies that:

- ☐ The beneficiary and/or its agent complied with the requirements of ORS 86.726, 86.729 and 86.732; or
- ☒ The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

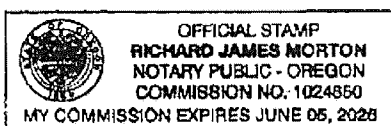
DATED this 25 day of March, 2025.

[Signature]  
Authorized Representative, Oregon Foreclosure Avoidance Program

STATE OF OREGON     )  
                                  ) ss.  
County of Multnomah    )

The foregoing instrument was acknowledged before me on March 25<sup>th</sup>, 2025, by Jesse Clift  
[Print Name]

as an Authorized Representative of the Oregon Foreclosure Avoidance Program Service Provider, Mediation Case Manager.



[Signature]  
Notary Public - State of Oregon  
My Commission Expires: 6/5/26



**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

RE: Trust Deed from:  
**MICHAEL A SMIGIEL AND DANIELLE  
SMIGIEL, Grantor**  
To:  
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB  
#120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave  
Irvine, CA 92614

TS No. OR08000018-25-1

APN 902183 | 902184

TO No 250056158-OR-MSO

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The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, **GESA CREDIT UNION**, 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(4).

There is a default by Grantor 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:

The total monthly payment(s) in the amount of **\$2,835.69** beginning **August 1, 2024**, as follows:

**\$1,831.74 = 6 monthly payment(s) at \$305.29**  
**\$1,003.95 = 3 monthly payment(s) at \$334.65**

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$31,885.02**, said sums being the following:

1. Principal balance of **\$25,892.60** and accruing interest as of **April 30, 2025**, per annum, from **July 1, 2024** until paid.
2. **\$2,228.18** in interest

3. **\$86.94** in late charges
4. **\$162.00** in total fees
5. **\$174.30** in negative escrow balance
6. **\$2,221.00** in corporate advances
7. **\$20.00** in NSF fees
8. **\$1,100.00** in anticipated foreclosure fees and costs
9. Together with title expenses, costs, Trustees fees and attorney fees incurred here in 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 there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit: **Failed to pay payments which became due**

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to foreclose the Trust 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 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 **10:00 AM**, in accord with the standard of time established by ORS 187.110, on **August 26, 2025** at the following place: **inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601**

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:

OCCUPANT  
NA, SPRAGUE RIVER, OR 97639

DANIELLE SMIGIEL  
NA, SPRAGUE RIVER, OR 97639

MICHAEL A SMIGIEL  
NA, SPRAGUE RIVER, OR 97639

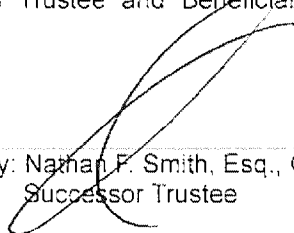
Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, 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, at any time prior to 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 singular gender includes the plural, the word "Grantor" includes any successor  
TS No. OR08000018-25-1

in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: 04/10/2025

By:   
Nathan F. Smith, Esq., OSB #120112  
Successor Trustee

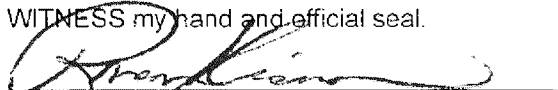
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

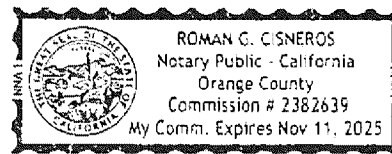
STATE OF CALIFORNIA  
COUNTY OF ORANGE

On 04/10/2025 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Notary Public Signature



Malcolm & Cisneros, A Law Corporation  
Attention: Nathan F. Smith, Esq., OSB #120112  
c/o TRUSTEE CORPS  
17100 Gillette Ave, Irvine, CA 92614  
949-252-8300

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith  
c/o Trustee Corps  
606 W. Gowe Street  
Kent, WA 98032-5744

TS No. OR08000018-25-1

APN 902183 | 902184

TO No. 250056158-OR-MSO

## AFFIDAVIT OF COMPLIANCE

**AFFIDAVIT OF COMPLIANCE**  
With ORS 86.748 (Oregon Laws 2013, Chapter 304, Section 9)

Grantor(s):	<u>MICHAEL A SMIGIEL AND DANIELLE SMIGIEL</u>
Beneficiary:	<u>GESA CREDIT UNION</u>
Trustee:	<u>Nathan F. Smith, Esq., OSB #120112</u>
Property Address:	<u>NA, SPRAGUE RIVER, OR 97639</u>
Instrument Recording Number:	<u>2023-009351</u>

I, the undersigned, being duly sworn, hereby depose and say that:

1. I am the Vice President of GESA CREDIT UNION, who is the Beneficiary of the above-referenced instrument.
2. The Beneficiary has determined that the Grantor(s) of the above-referenced instrument:  
☒ Is not eligible for a foreclosure avoidance measure: or  
☐ Has not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) agreed: or  
☐ Has not requested a foreclosure avoidance measure  
☒ The Beneficiary/Servicer mailed written notice, in plain language, explaining the basis for the Beneficiary's determination to the Grantor(s) within 10 days after making the determination as required by ORS 86.748.
3. By reason of the above, the Beneficiary has complied with the requirements of ORS 86.748.

GESA CREDIT UNION

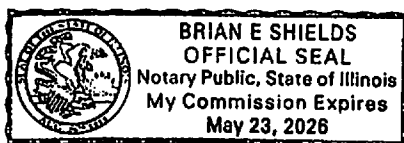
  
Signature

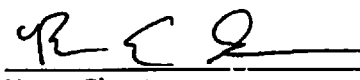
Anthony Cosgrove

Print Name

County of Lake  
State of Illinois

Subscribed and sworn to (or affirmed) before me this 5th day of May,  
2025, by Anthony Cosgrove of Gesa Credit Union.



  
Notary Signature  
My commission expires: 5/23/26

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith  
c/o Trustee Corps  
606 W. Gowe Street  
Kent, WA 98032-5744

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TS No. OR08000018-25-1

APN 902183 | 902184

TO No. 250056158-OR-MSO

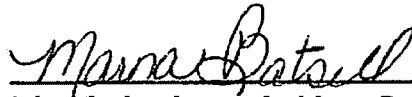
## AFFIDAVIT OF PUBLICATION

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

I, Marna Batsell, Account Executive, 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  
aforesaid county and state: that I know from my personal  
knowledge that the

Legal # 25200 TS#OR08000018-25-1 Sprague River  
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: 05/14/25, 05/21/25,  
05/28/25, 06/04/25

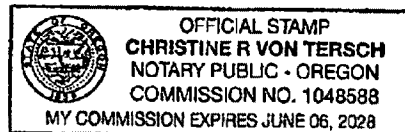


Subscribed and sworn by Marna Batsell before me on: On  
4th day of June, in the year of 2025



Notary Public of Oregon

My commission expires June 6, 2028



## TRUSTEE'S NOTICE OF SALE

TS No. OR08000018-25-1 APN 902183 | 902184 TO No 250056158-OR-MSO TRUSTEE'S NOTICE OF SALE Reference is made to that certain Trust Deed made by, MICHAEL A SMIGIEL AND DANIELLE SMIGIEL as Grantor to TRUSTEE SERVICES INC. as Trustee, in favor of GESA CREDIT UNION as Beneficiary dated as of October 26, 2023 and recorded on October 30, 2023 as Instrument No. 2023-009351 of official records in the Office of the Recorder of Klamath County, Oregon to-wit: APN: 902183 | 902184 THE E 1/2 OF GOVERNMENT LOT 22, THE E1/2 E1/2 OF GOVERNMENT LOT 27, AND THE E1/2 OF GOVERNMENT LOT 30, ALL IN SECTION 14, TOWNSHIP 36 SOUTH, RANGE 10 EAST OF THE WILLMETTE MERIDIAN, KLAMATH COUNTY, OREGON. Commonly known as: NA, SPRAGUE RIVER, OR 97639 Both the Beneficiary, GESA CREDIT UNION, and the Trustee, Nathan F. Smith, Esq., OSB #120112, 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. The default for which the foreclosure is made is the Grantor's failure to pay: Failed to pay payments which became due Monthly Payment(s): 6 Monthly Payment(s) from 08/01/2024 to 01/31/2025 at \$305.29 3 Monthly Payment(s) from 02/01/2025 to 04/30/2025 at \$334.65 Total Late Charge(s): Total Late Charge(s) at \$101.43 By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of \$25,892.60 together with interest thereon at the rate of 10.37500% per annum from July 1, 2024 until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed. Wherefore, notice is hereby given that, the undersigned Trustee will on August 26, 2025 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601 County of Klamath, 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. 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 said Trust Deed, the words "Trustee" and "Beneficiary" includes their respective successors in interest, if any. Dated: 04/10/2025 By: Nathan F. Smith, Esq., OSB #120112 Successor Trustee Malcolm & Cisneros, A Law Corporation Attention: Nathan F. Smith, Esq., OSB #120112 c/o TRUSTEE CORPS 17100 Gillette Ave, Irvine, CA 92614 949-252-8300 NPP0473389 To: HERALD AND NEWS 05/14/2025, 05/21/2025, 05/28/2025, 06/04/2025 #25200 May 14, 21, 28, 2025, June 4, 2025



Recording Requested By:

When Recorded Mail to:

Nathan F. Smith  
c/o Trustee Corps  
606 W. Gowe Street  
Kent, WA 98032-5744

TS No. OR08000018-25-1

APN 902183 | 902184

TO No. 250056158-OR-MSO

## AFFIDAVIT OF SERVICE

NPP 0473389

**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 APN 902183 Sprague River, OR 97639

☐ **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.

1 <sup>st</sup> Attempt:	April 26, 2025	2:02 PM	POSTED
2 <sup>nd</sup> Attempt:	May 06, 2025	1:56 PM	POSTED
3 <sup>rd</sup> Attempt:	May 23, 2025	3:15 PM	POSTED

☐ **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 \_\_\_\_\_

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APN 902183 Sprague River, OR 97639

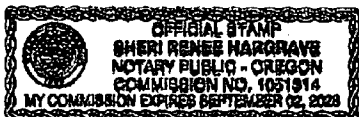
**ADDRESS OF SERVICE**

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.

April 26, 2025      2:02 PM  
DATE OF SERVICE      TIME OF SERVICE  
☐ or non occupancy

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

Subscribed and sworn to before on this 20 day of June, 2025.



\_\_\_\_\_ Sheri Hargrave

NPP0473389

**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 APN 902184 Sprague River, OR 97639

☐ **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.

1 <sup>st</sup> Attempt:	May 23, 2025	3:05 PM	POSTED
2 <sup>nd</sup> Attempt:	May 25, 2025	4:30 PM	POSTED
3 <sup>rd</sup> Attempt:	May 28, 2025	9:30 AM	POSTED

☐ **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 \_\_\_\_\_


---

APN 902184 Sprague River, OR 97639

**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.

May 23, 2025      3:05 PM  
DATE OF SERVICE      TIME OF SERVICE  
☐ or non occupancy

By: 

Subscribed and sworn to before on this 20 day of June, 2025.

