

2025-006460

Klamath County, Oregon



00345172202500064600150156

07/25/2025 02:50:10 PM

Fee: \$172.00

Recording Office

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, and does NOT affect the instrument. ORS 205.234

Returned at Counter

After recording return to:

ORS 205.234(1)(c)

Amy N. Barnhouse

1775 Washburn Way, #110

Klamath Falls, OR 97603

1. Title(s) of the transaction(s)

ORS 205.234(1)(a)

1) Oregon Foreclosure Avoidance Program Beneficiary Exemption Affidavit; 2) Appointment of Successor Trustee;
3) Affidavit of Mailing Notice of Sale; 4) Affidavit of Compliance

2. Direct party(ies) / grantor(s)

Name(s)

ORS 205.234(1)(b)

Trustee: Amy N. Barnhouse

Grantor: Dan Martin Construction, Inc.

3. Indirect party(ies) / grantee(s)

Name(s)

ORS 205.234(1)(b)

Beneficiary: Rocky Mountain Construction, LLC

4. True and actual consideration:

ORS 205.234(1) Amount in dollars or other

\$

Other:

5. Send tax statements to:

ORS 205.234(1)(e)

6. Satisfaction of lien, order, or warrant:

ORS 205.234(1)(f)

☐

FULL

☐

PARTIAL

7. The amount of the monetary obligation imposed by the lien, order, or warrant:

ORS 205.234(1)(f)

\$

8. Previously recorded document reference:**9. If this instrument is being re-recorded complete the following statement:**

ORS 205.244(2)

"Rerecorded at the request of

to correct

previously recorded in book _____ and page _____, or as fee number _____."

After recording, return to:

Amy N. Barnhouse
1775 Washburn Way, #110
Klamath Falls, OR 97603

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary: Rocky Mountain Construction, LLC

Jurisdiction* Oregon

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Jamie Jackson, being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under ORS 86.726(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the prior calendar year: 0 [not to exceed 30];

2. The undersigned further certifies that she/he: [check only one of the following boxes]

☐ is the individual claiming exemption from requirements established under ORS 86.705 to 86.815, or

☒ is the Managing Member of the entity claiming exemption from requirements established under ORS 86.705 to 86.815 and is authorized by such entity to execute this affidavit on its behalf.

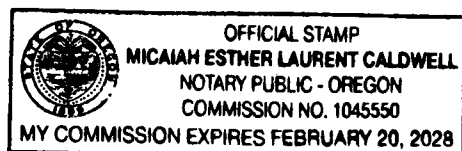
Dated: July 25, 2025.

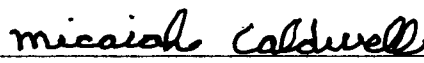


Rocky Mountain Construction, LLC
By: Jamie Jackson, Managing Member

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 25 day of July, 2025, Jamie Jackson, and acknowledged the foregoing instrument to be their voluntary act and deed.





Notary Public for Oregon
My Commission expires: February 20, 2028

Return to:
Amy N. Barnhouse
Attorney at Law
1775 Washburn Way, #110
Klamath Falls, OR 97603

Beneficiary:
Rocky Mountain Construction, LLC
4815 Tingley Ln., #A
Klamath Falls, OR 97603

APPOINTMENT OF SUCCESSOR TRUSTEE

KNOW ALL MEN BY THESE PRESENTS, that Dan Martin Construction Inc., an Oregon Corporation is the Grantor, and AmeriTitle, a Delaware Corporation is the Trustee, and Rocky Mountain Construction, LLC, an Oregon Limited Liability Company, is the beneficiary under that certain Trust Deed dated November 25, 2019, recorded December 19, 2019, in the Deed Records of Klamath County, Oregon, Instrument No. 2019-014769.

The original Trustee has ceased to act as Trustee by reason of resignation or otherwise; the undersigned, who is the present beneficiary under said Trust Deed, desires to appoint a new Trustee in the place and stead of the original Trustee named above.

NOW THEREFORE, in view of the premises, the undersigned hereby appoints Amy N. Barnhouse, whose address is 1775 Washburn Way, #110, Klamath Falls, Oregon, as Successor Trustee under said Trust Deed, and she is to have all the powers of said original Trustee, effective forthwith.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and the neuter and the singular number includes the plural.

IN WITNESS WHEREOF, the undersigned beneficiary has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.


Dated: July 25, 2025.


Rocky Mountain Construction, LLC
By: Jamie Jackson, Managing Member

STATE OF Oregon, County of Klamath) ss.

Personally appeared before me this 25 day of July, 2025, Jamie Jackson, and acknowledged the foregoing instrument to be their voluntary act and deed.




Notary Public for Oregon
My Commission expires: February 20, 2028

RETURN TO:
Amy N. Barnhouse
1775 Washburn Way, #110
Klamath Falls, OR 97603

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss:
County of Klamath)

I, Amy N. Barnhouse, being first duly sworn, depose, say and certify that:

At all times hereinafter mentioned, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or the beneficiary's successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

I gave notice of the sale of the real property described in the attached trustee's notice of sale by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

Registered Agent: Jackie Martin
President: Dan Martin
Dan Martin Construction, Inc. (Grantor)
4975 Chilly Valley lane
Klamath Falls, OR 97603

Klamath County Tax Collector
305 Main Street, Room 121
Klamath Falls, OR 97601

State of Oregon
Klamath County Circuit Court
316 Main Street
Klamath Falls, OR 97601

Said persons include (a) the grantor in the trust deed; (b) any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice; (c) and any person, including the Department of Revenue or an other state agency, having a lien or interest subsequent to the trust deed if the lien or interest appears of record or the beneficiary has actual notice of the lien or interest; and (d) any person requesting notice, as required by ORS 86.806.

Each of the notices so mailed was certified to be a true copy of the original notice of sale by the successor trustee Amy N. Barnhouse. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on Ju

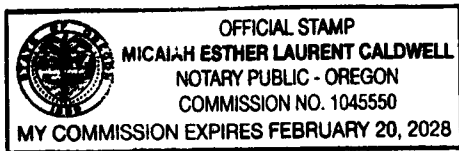
July 25, 2025 With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt, with postage thereon in the amount sufficient to accomplish the same. Each such notice was mailed after the Notice of Default and Election to Sell described in said notice of sale was recorded.

As used herein, the singular includes the plural, "trustee" includes successor trustee, and "person" includes a corporation and any other legal or commercial entity.

Amy N. Barnhouse
Amy N. Barnhouse

SUBSCRIBED AND SWORN to before me this 25 day of July, 2025.

Micaiah Caldwell
Notary Public for Oregon
My Commission expires: Feb 20, 2028



POSTAL SERVICE.

KLAMATH FALLS
317 S 7TH ST
KLAMATH FALLS, OR 97601-6170
www.usps.com

7/25/2025 02:32 PM

TRACKING NUMBERS
9589 0710 5270 3187 1818 97
9589 0710 5270 3187 1818 80
9589 0710 5270 3187 1818 73

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE
Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE
Visit https://www.usps.com/tracking
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price
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First-Class Mail® letter	1	\$1.07
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Klamath Falls, OR 97601
Weight: 0 lb 1.80 oz
Estimated Delivery Date
Mon 07/28/2025

Certified Mail® \$5.30

Tracking #: 9589 0710 5270 3187 1818 97

Return Receipt \$4.40

Tracking #: 9590 9402 9485 5069 5822 50

Total \$10.77

First-Class Mail® letter	1	\$1.07
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Klamath Falls, OR 97601
Weight: 0 lb 1.90 oz
Estimated Delivery Date
Mon 07/28/2025

Certified Mail® \$5.30

Tracking #: 9589 0710 5270 3187 1818 80

Return Receipt \$4.40

Tracking #: 9590 9402 9485 5069 5822 50

Total \$10.77

First-Class Mail® letter	1	\$1.07
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Klamath Falls, OR 97603
Weight: 0 lb 1.80 oz
Estimated Delivery Date
Mon 07/28/2025

Certified Mail® \$5.30

Tracking #: 9589 0710 5270 3187 1818 73

Return Receipt \$4.40

Tracking #: 9590 9402 9485 5069 5822 67

Total \$10.77

First-Class Mail® letter	1	\$1.07
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Klamath Falls, OR 97603
Weight: 0 lb 1.70 oz
Estimated Delivery Date
Mon 07/28/2025

First-Class Mail® letter	1	\$1.07
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Klamath Falls, OR 97601
Weight: 0 lb 1.70 oz
Estimated Delivery Date
Mon 07/28/2025

First-Class Mail® letter	1	\$1.07
--------------------------	---	--------

Klamath Falls, OR 97601
Weight: 0 lb 1.70 oz
Estimated Delivery Date
Mon 07/28/2025

First-Class Mail® letter	1	\$1.07
--------------------------	---	--------

Klamath Falls, OR 97601
Weight: 0 lb 1.70 oz
Estimated Delivery Date
Mon 07/28/2025

Grand Total: \$35.52

Credit Card Remit \$35.52

Card Name: VISA
Account #: XXXXXXXXXX9361
Approval #: 016602

U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com

Klamath Falls, OR 97603

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$4.40
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To

Don Martin Construction Inc.
Street and Apt. No., or PO Box No.
4975 Chilly Valley Lane

City, State, ZIP+4®
Klamath Falls OR 97603

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com

Klamath Falls, OR 97601

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$4.40
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To

State of Oregon Court
Street and Apt. No., or PO Box No.
316 Main St.

City, State, ZIP+4®
Klamath Falls OR 97601

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com

Klamath Falls, OR 97601

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$4.40
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To

Klamath County Tax Collector
Street and Apt. No., or PO Box No.
35 Main St. RM 121

City, State, ZIP+4®
Klamath Falls OR 97601

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

RETURN TO:
Amy N. Barnhouse
1775 Washburn Way, #110
Klamath Falls, OR 97603

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Dan Martin Construction Inc., an Oregon Corporation is the Grantor, and AmeriTitle, a Delaware Corporation is the Trustee, and Rocky Mountain Construction, LLC, an Oregon Limited Liability Company, is the beneficiary under that certain Trust Deed dated November 25, 2019, recorded December 19, 2019, in the Deed Records of Klamath County, Oregon, Instrument No. 2019-014769 ("Property"):

Lot 29 of HIDDEN VALLEY, PHASE I, TRACT 1533, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failure to make the final payment of principal and interest hereof due and payable on September 15, 2024.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

\$959,000.00 principal, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

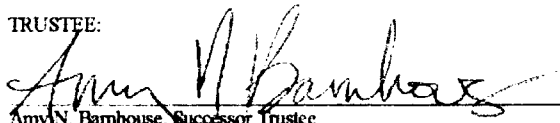
WHEREFORE, notice hereby is given that the undersigned trustee will, on December 22, 2025, at the hour of 10 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Outside the front entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.783 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) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum 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's fees not exceeding the amounts provided by said ORS 86.783.

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 each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.


Dated: July 25, 2025.

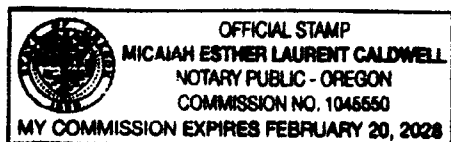
TRUSTEE:


Amy N. Barnhouse, Successor Trustee
1775 Washburn Way, #110
Klamath Falls, OR 97603

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 25 day of July, 2025, the above-named Amy N. Barnhouse and acknowledged the foregoing instrument to be her voluntary act and deed.


Notary Public for Oregon
My Commission expires: Feb 20, 2028 (Continued)



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for December 22, 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Dan Martin Construction Inc., an Oregon Corporation is the Grantor, and AmeriTitle, a Delaware Corporation is the Trustee, and Rocky Mountain Construction, LLC, an Oregon Limited Liability Company, is the beneficiary under that certain Trust Deed dated November 25, 2019, recorded December 19, 2019, in the Deed Records of Klamath County, Oregon, Instrument No. 2019-014769 ("Property"):

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The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failure to make the final payment of principal and interest hereof due and payable on September 15, 2024.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

\$8959,000.00 principal, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on December 22, 2025, at the hour of 10 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Outside the front entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.783 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) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum 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's fees not exceeding the amounts provided by said ORS 86.783.

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 each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: July 29, 2025

TRUSTEE



Amy N. Barnhouse, Successor Trustee
1775 Washburn Way, #140
Klamath Falls, OR 97603

STATE OF OREGON)
) ss.
County of Klamath)

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.


Amy N. Barnhouse, Successor Trustee

(Continued)

NOTICE TO RESIDENTIAL TENANTS

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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

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- 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
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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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 30 days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within 30 days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to: Amy N. Barnhouse, 1775 Washburn Way, #110, Klamath Falls, Oregon 97603.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

RETURN TO:
Amy N. Barnhouse
1775 Washburn Way, #110
Klamath Falls, OR 97603

**AFFIDAVIT OF COMPLIANCE
(ORS 86.756)**

STATE OF OREGON)
) ss:
County of Klamath)

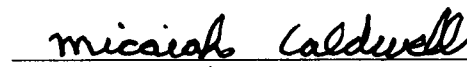
I, Amy N. Barnhouse, being first duly sworn and depose say that:

The attached notice is a true and correct copy of the notice that was mailed by both first class and certified mail with return receipt requested to Dan Martin Construction Inc., an Oregon corporation, Grantor, on July 25, 2025 on behalf of Rocky Mountain Construction, LLC, an Oregon Limited Liability Company, Beneficiary pursuant to ORS 86.756.


Amy N. Barnhouse, Successor Trustee

SUBSCRIBED AND SWORN to before me this 25 day of July, 2025.




Notary Public for Oregon
My Commission expires: Feb 20, 2028

**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:**

Lot 29 of HIDDEN VALLEY, PHASE 1, TRACT 1533, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 a "foreclosure."

The amount you would have had to pay as of July 25, 2025 to bring your mortgage current was **\$959,000.00**. 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 (458) 249-9256 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:

Amy N. Barnhouse, Successor Trustee
1775 Washburn Way, #110
Klamath Falls, OR 97603

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

Date and time: December 22, 2025 at 10:00 AM

Place: Outside the front entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon.

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 Amy N. Barnhouse at 458-249-9256 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, please call the statewide phone 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 may visit its Web site at: 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 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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Date: July 26, 2025

Trustee name: Amy N. Barnhouse, Successor Trustee

Trustee signature: Amy N. Barnhouse

Trustee phone number: 458-249-9256

POSTAL SERVICE.

KLAMATH FALLS
317 S 7TH ST
KLAMATH FALLS, OR 97601-6170
www.usps.com

7/25/2025

02:32 PM

TRACKING NUMBERS

9589 0710 5270 3187 1818 97
9589 0710 5270 3187 1818 80
9589 0710 5270 3187 1818 73

TRACK STATUS OF ITEMS WITH THIS CODE
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)
Standard message and data rates may apply

TRACK STATUS ONLINE

Visit <https://www.usps.com/tracking>
Text and e-mail alerts available

PURCHASE DETAILS

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$1.07
Klamath Falls, OR 97601 Weight: 0 lb 1.80 oz Estimated Delivery Date Mon 07/28/2025 Certified Mail® Tracking #: 9589 0710 5270 3187 1818 97			
Return Receipt			\$4.40
Tracking #: 9590 9402 9485 5069 5822 50			
Total			\$10.77
First-Class Mail® Letter	1		\$1.07
Klamath Falls, OR 97601 Weight: 0 lb 1.90 oz Estimated Delivery Date Mon 07/28/2025 Certified Mail® Tracking #: 9589 0710 5270 3187 1818 80			
Return Receipt			\$4.40
Tracking #: 9590 9402 9485 5069 5822 50			
Total			\$10.77
First-Class Mail® Letter	1		\$1.07
Klamath Falls, OR 97603 Weight: 0 lb 1.80 oz Estimated Delivery Date Mon 07/28/2025 Certified Mail® Tracking #: 9589 0710 5270 3187 1818 73			
Return Receipt			\$4.40
Tracking #: 9590 9402 9485 5069 5822 67			
Total			\$10.77
First-Class Mail® Letter	1		\$1.07
Klamath Falls, OR 97603 Weight: 0 lb 1.70 oz Estimated Delivery Date Mon 07/28/2025			
First-Class Mail® Letter	1		\$1.07
Klamath Falls, OR 97601 Weight: 0 lb 1.70 oz Estimated Delivery Date Mon 07/28/2025			
First-Class Mail® Letter	1		\$1.07
Klamath Falls, OR 97601 Weight: 0 lb 1.70 oz Estimated Delivery Date Mon 07/28/2025			
Grand Total:			\$35.52
Credit Card Remit			\$35.52
Card Name: VISA Account #: XXXXXXXXXXXX9361 Approval #: 016603			

U.S. Postal Service CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Klamath Falls, OR 97603

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To San Martin Construction Inc.
 Street and Apt. No., or PO Box No. 4975 Chilly Valley Lane
 City, State, ZIP+4® Klamath Falls OR 97603

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Klamath Falls, OR 97603

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To State of Oregon
 Street and Apt. No., or PO Box No. 316 Main St.
 City, State, ZIP+4® Klamath Falls OR 97601

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com

Klamath Falls, OR 97603

Certified Mail Fee \$5.30

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$1.07

Total Postage and Fees \$10.77

Sent To Klamath County Tax Collector
 Street and Apt. No., or PO Box No. 305 Main St. RM 121
 City, State, ZIP+4® Klamath Falls OR 97601

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions