

**PUBLIC NOTICE
TRUSTEE'S NOTICE OF SALE**

The Trust Deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

Grantor: Douglas S. Peetz
Trustee: First American Title of Oregon
Beneficiary: Oregon Community Credit Union
Date: May 31, 2016
Recording Date: June 2, 2016
Recording Reference: Reel 3822, Page 463, File Records
County of Recording: Marion County

The Successor Trustee is Patrick L. Stevens and the mailing address of the Successor Trustee is: Patrick L. Stevens, Successor Trustee, Hutchinson, Cox, Coons, Orr & Sherlock, P.C., PO Box 10886, Eugene, OR 97440.

The Trust Deed covers the following described real property in the County of Marion and State of Oregon, ("the Property"):
THE EASTERLY 100.00 FEET OF LOT TWO (2), BLOCK SIXTEEN (16), FAIRMONT PARK ADDITION TO SALEM, IN MARION COUNTY, OREGON.

Commonly known as: 1825 Fir Street, Salem, OR 97302.
Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:
The monthly installment payments beginning February 25, 2019 and continuing through the installment due September 25, 2019; plus interest and late charges; real property taxes, plus interest and penalties; and other liens and penalties. Total default as of July 22, 2019 is \$2,063.31.
By reason of said 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:

\$44,516.71 principal balance, plus unpaid interest through and including July 22, 2019 in the amount of \$728.92, together with interest on the principal sum of \$44,516.71 with interest at the current rate of 2.99% per annum from June 23, 2019 until paid, together with insurance paid by the Beneficiary on the property, late charges and penalties, trustee fees, attorney fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the trust deed.

The date, time and place of the sale is:
Date and Time: February 19, 2020 at 11:00 a.m.
Place: Marion County Courthouse, 100 High St. NE, Salem, OR 97301

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for February 19, 2020. 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:
•THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
•AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

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 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 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 90 days or at the end of your fixed term lease. 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 90 days or before your fixed term lease expires. 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.

RIGHT TO CURE

The right exists under ORS 86.753 to have this foreclosure proceeding dismissed and the Trust Deed reinstated by doing all of the following at any time that is not later than five days before the date last set for the sale:
(1) Paying to the Beneficiary the entire amount then due (other than such portion as would not then be due, had no default occurred);
(2) Curing any other default complained of herein that is capable of being cured by tendering the performance required under the Trust Deed; and
(3) 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 ORS 86.753.

In construing this notice, the singular includes the plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.
We are a debt collector attempting to collect a debt and any information we obtain will be used to collect the debt.
Cashier's checks for the foreclosure sale must be payable to Oregon Community Credit Union.
Dated: December 10, 2019.

/s/ Patrick L. Stevens
Patrick L. Stevens, Successor Trustee
Hutchinson Cox
Attorneys at Law
PO Box 10886
Eugene, OR 97440
Phone: (541) 686-9160
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Date of First Publication: December 25, 2019
Date of Last Publication: January 15, 2020

Statesman Journal 12/25, 1/1, 1/8, 1/15/2020

PUBLIC NOTICES

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LEGAL/PUBLIC NOTICE DEADLINES

All Legals Deadline @ 1:00 p.m. on all days listed below:
***All Deadlines are subject to change when there is a Holiday.

The Silverton Appeal Tribune is a one day a week (Wednesday) only publication

- Wednesday publication deadlines the Wednesday prior

LEGAL/PUBLIC NOTICE RATES

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