

Reference is made to that certain Deed of Trust made by Heirs and Devisees of Ryan M. Dunn, as Grantor(s), to the Rural Housing Service or its successor agency, as Trustee, in favor of the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture, as Beneficiary, dated November 4, 2004, recorded November 5, 2004, as Instrument No.: 2004-022606, Records of Yamhill County, OR, covering the following described real property situated in Yamhill County, OR, to-wit:

**Lot 2, AMITY MEADOWS,  
to the City of Amity, Yamhill  
County, Oregon**

**Commonly referred to as  
208 Rosedell Avenue, Amity,  
Oregon 97101.**

Alan N. Stewart of Hurley Re, P.C., 747 SW Mill View Way, Bend, OR 97702, was appointed Successor Trustee by the Beneficiary on June 17, 2016.

Both the Beneficiary and Trustee have elected to sell the said real property to satisfy the obligations secured by said Deed of Trust and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.752(3); the default for which the foreclosure is made is Grantor's failure to pay when due the following sums:

As of June 16, 2016, pursuant to the Promissory Note dated November 4, 2004, and an Assumption Agreement dated April 25, 2009, from Ryan M. Dunn to Brandie L. Long, and a Reamortization Agreement effective August 25, 2009, the amount of \$47,672.02, plus late charges in the amount of \$1,115.52, plus fees due of \$7,366.12, for a total delinquency of \$56,153.66.

Also, as of June 16, 2016, pursuant to the Promissory Note dated September 7, 2006, and an Assumption Agreement dated April 25, 2009, from Ryan M. Dunn to Brandie L. Long, the amount of \$1,450.76, plus late charges in the amount of \$48.02, for a total delinquency of \$1,498.78.

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

As of June 16, 2016, unpaid principal in the amount of \$103,628.39, accrued interest in the amount of \$30,458.18, subsidy recapture in the amount of \$16,338.02, assessed fees in the amount of \$16,846.24, and interest on fees in the amount of \$2,584.03, for a total amount of \$169,854.86, plus interest continuing to accrue at the rate of \$17.0348 per day, including daily interest on fees at the rate of \$2.7692, until paid, plus any unpaid property taxes, attorney's fees, foreclosure costs, and sums advanced by the beneficiary pursuant to the terms of said Deed of Trust.

Further, as of June 16, 2016, pursuant to the Promissory Note and Assumption Agreement, unpaid principal in the amount of \$4,376.24, accrued interest in the amount of \$1,339.83, subsidy recapture in the amount of \$418.06, for a total amount of \$6,134.13, plus interest continuing to accrue at the rate of \$0.7494 per day until paid, plus any

unpaid property taxes, attorney's fees, foreclosure costs, and sums advanced by the beneficiary pursuant to the terms of said Deed of Trust.

WHEREFORE, notice is hereby given that the undersigned Trustee will on November 23, 2016, at the hour of 11:00 o'clock, A.M., in accord with the standard of time established by ORS 187.110, at the following place: the 5th Street front door entrance of the Yamhill County Circuit Courthouse, 535 NE 5th Street, in the City of McMinnville, County of Yamhill, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the Grantor has or had power to convey at the time of the execution by Grantor of the said Deed of Trust, together with any interest which 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 86.778 has the right, at any time prior to five (5) days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal and interest 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 Deed of Trust, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with Trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.778.

In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.

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 said Deed of Trust, and the words "Trustee" and "Beneficiary" include its respective successors in interest, if any.

DATED: July 6, 2016.

\_\_\_\_\_/s/\_\_\_\_\_  
ALAN N. STEWART,  
Successor Trustee  
Hurley Re, P.C.,  
Telephone: 541-317-5505  
747 SW Mill View Way, Bend, OR 97702

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