

2007-012707

Klamath County, Oregon



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07/17/2007 03:43:33 PM

Fee: \$36.00

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

**RE: Trust Deed from DONALD L. SNEDDEN AND  
LINDA A. SNEDDEN Grantor**

**To FIRST AMERICAN TITLE INSURANCE  
COMPANY - Successor Trustee**

After recording return to (name, address, zip):  
**Quality Loan Service Corp. of Washington  
2141 5th Avenue  
San Diego, CA 92101**

SPACE RESERVED FOR RECORDER'S USE

TS No: **OR-07-88915-CM**

Loan No: **20-0051-0200803**

*for 3375400*

Reference is made to that certain trust deed made by **DONALD L. SNEDDEN AND LINDA A. SNEDDEN** as grantor, to **FIRST AMERICAN TITLE INSURANCE COMPANY** as successor trustee, in favor of **ASSOCIATES FINANCIAL SERVICES COMPANY OF OREGON, INC.**, as beneficiary, dated **12/12/1997**, recorded **12/17/1997**, in the Records of **KLAMATH** County, Oregon, in book **M97** at page **40976**, and/or as fee/file/instrument/microfilm/reception No. xxx , covering the following described real property situated in the above-mentioned county and state, to wit:  
**APN: R543139; R3909010BD02700000**

**AS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND  
MADE A PART HEREOF.**

The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any 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 86.735(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:

<u>Delinquent Payments</u>	<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>TOTAL</u>
	2/15/2005	7/13/2007	30	11.00400%	\$843.88	\$25,316.40

Total Late Charges: \$42.19  
Beneficiary Advances \$0.00

\$0.00

**TOTAL FORECLOSURE COST: \$2,469.00**

**TOTAL REQUIRED TO REINSTATE: \$29,009.03**

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:

F-36

**\$98,623.20 with interest thereon at the rate of 11.00% beginning 1/15/2005; plus late charges of \$42.19 each month beginning 2/15/2005 until paid; plus prior accrued late charges of ; plus advances of \$0.00; together with title expense, costs, trustee's fees and attorneys fee incurred herein by reason of said default; and any futher sums advanced by the beneficiary for the protection of the above described real property and its interest therein**

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 86.795, 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 **10:00:00 AM**, in accord with the standard of time established by ORS 187.110 on **11/30/2007**, at the following place: **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR**

County of **KLAMATH**, State of Oregon, which is the hour, date and place last set for sale.

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

**Name and Last Known Address**

**Nature of Right, Lien or Interest**

**DONALD L SNEDDEN  
3121 LAVERNE AVE  
KLAMATH FALLS, OR 97603**

**LINDA A. SNEDDEN  
3121 LAVERNE AVE  
KLAMATH FALLS, OR 97603**

Notice is further given that any person named in ORS 86.753 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 the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney fees 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 this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

This debt will be presumed to be valid unless you notify this firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof. If you dispute the validity of this debt or any portion thereof, and if you notify this firm of your dispute in writing within the thirty-day period, we will provide you with verification of the debt and mail such to you at the address to which this notice was sent. Upon your written request within the thirty-day period, we will provide you the name and address of the original creditor according to our records if different than the present creditor.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

**THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.**

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

Dated: 7/13/2007

**FIRST AMERICAN TITLE INSURANCE COMPANY, as trustee  
By: Quality Loan Service Corp. Quality Loan Service Corp. of  
Washington, as agent  
Quality Loan Service Corp. of Washington  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711**

Signature By   
Hazel Garcia, Asst. Trustee Sale Officer

For Non-Sale Information:

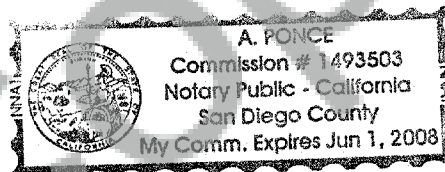
Quality Loan Service Corp. of Washington  
2141 5th Avenue  
San Diego, CA 92101  
619-645-7711  
Fax: 619-645-7716

State of California } ss.  
County of San Diego }

On 7/13/07 before me, A. Ponce Notary Public, personally appeared Hazel Garcia, personally known to me (or 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 the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature  (Seal)



105

50344

97 DEC 19 AM 14

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ROMEL FOWLER  
P.O. BOX 523  
REEDSPORT, OR 97467  
Grantee's Name and Address  
DONALD L. SNEDDEN & LINDA S. SNEDDEN  
3121 LAVERNE AVE.  
KLAMATH FALLS, OR 97603  
Grantee's Name and Address  
After recording, return to (Name, Address, Zip):  
ASSOCIATES FINANCIAL SERVICES  
259 BARNETT RD., #J  
MEDFORD, OR 97501  
Until requested otherwise, send all tax statements to (Name, Address, Zip):  
DONALD AND LINDA SNEDDEN  
3121 LAVERNE AVE.  
KLAMATH FALLS, OR 97603

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,  
County of Klamath } ss.  
I certify that the within instrument  
was received for record on the 19th day  
of December, 1997, at  
11:14 o'clock A.M., and recorded in  
book/reel/volume No. M97 on page  
41199 and/or as fee/file/instru-  
ment/microfilm/reception No. 50344.  
Record of Deeds of said County.  
Witness my hand and seal of County  
affixed.

By Berntha G. Letach, Co. Clerk  
Kittlin Brass, Deputy.

Fee \$30.00

K51603

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that ROMEL FOWLER

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by  
DONALD L. SNEDDEN AND LINDA S. SNEDDEN  
hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns,  
that certain real property, with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining,  
situated in Klamath County, State of Oregon, described as follows, to-wit:

Lot 8 in Block 3 of Third Addition to Altamont Acres, according to the official  
plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the above unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized  
in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state):  
no exceptions

and that  
grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all  
persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 26,734.67  
XEROGRAPHIC COPY OF THE ORIGINAL INSTRUMENT IS ON FILE IN THE OFFICE OF THE COUNTY CLERK OF Klamath County, Oregon.

(The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)  
In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be  
made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this 19 day of December, 1997; if grantor  
is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do  
so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN  
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGU-  
LATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRI-  
ATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES  
AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST  
PRACTICES AS DEFINED IN ORS 30.030.

Romel Fowler

STATE OF OREGON, County of Douglas } ss.  
This instrument was acknowledged before me on December 18, 1997.  
by Patricia Ann Michaelson - Notary Public  
This instrument was acknowledged before me on , 19 .  
by  
as



Patricia Ann Michaelson  
Notary Public for Oregon  
My commission expires 7-8-00