2007-015764 Klamath County, Oregon

After recording, return to:

Sabrina Loiselle Miller Nash LLP 111 S.W. Fifth Avenue, Suite 3400 Portland, Oregon 97204-3699



09/06/2007 03:19:34 PM

Fee: \$31 no

15t-1092430

F-31

NOTICE OF DEFAULT AND ELECTION TO SELL

1. This notice of default and election to sell is recorded pursuant to ORS 86.735(3) with respect to that deed of trust, as amended, (the "Trust Deed") dated April 19, 2006, by Camco Development and Construction Inc. (the "Grantor"), to U.S. Bank Trust Company, N.A. (the "Trustee"), to secure payment and performance of certain obligations of Grantor to U.S. Bank N.A. (the "Beneficiary"), including repayment of an installment or single payment note dated April 19, 2006, in the principal amount of \$55,000.00 as amended (the "Note"). In addition to the Note, the Trust Deed secures other unpaid obligations owed by Grantor to Beneficiary. These additional unpaid obligations are not included within the default described herein and are not the subject of this Notice of Default and Election to Sell.

2. The legal description of the real property covered by the Trust Deed is as follows:

Real property in the County of Klamath, State of Oregon, described as follows:

All of Block 11, Second Addition to the city of Klamath Falls, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion of Lots 1, 2, 3, 4 and 5, Block 11 as conveyed to the city of Klamath Falls by deed recorded September 25, 1959, in Volume 316, Page 162.

- 3. The Trust Deed was recorded on **April 24, 2006**, in **Volume M06** at **Page 07934** in the official real property records of Klamath County, Oregon.
- 4. The successor trustee hereby certifies that no action has been instituted to recover the obligation, 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).
- 5. The default for which the foreclosure is made is Grantor's failure to pay the Note in full on its maturity date.
- 6. By reason of said default, all sums owing under the Note which are secured by Trust Deed are immediately due and payable to U.S. Bank N.A. which sums are as follows:

- (a) the principal amount of \$55,000.00 as of August 29, 2007, (b) accrued interest of \$2,119.79 as of August 29, 2007, and interest accruing thereafter on the principal amount at the rate set forth in the Note until fully paid, (c) late charges in the amount of \$21.19 as of August 29, 2007, plus any late charges accruing thereafter and any other expenses or fees, (d) amounts that U.S. Bank N.A. has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by U.S. Bank N.A., including the cost of a trustee's sale guarantee and any other environmental or appraisal report.
- 7. Notice is hereby given that by reason of said default, U.S. Bank N.A., as beneficiary under the Trust Deed, and the successor trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.795 and to sell the real property identified in paragraph 2 to satisfy the obligation owed under the Note that is secured by the Trust Deed.
- 8. The sale will be conducted on January 23, 2008, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon.
- 9. 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 U.S. Bank N.A., as beneficiary, of the entire amount then due, (other than such portion of 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 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 and attorney fees not exceeding the amount provided by ORS 86.753.
- 10. 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 Trust Deed, and the words "trustee" and "beneficiary" include their respective successor in interest, if any.

For further information, please contact Sabrina P. Loiselle at her mailing address of Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone her at (503) 224-5858.

DATED: August 31, 2007.

Sabrina P. Loiselle Successor Trustee

STATE OF OREGON

) SS

COUNTY OF MULTNOMAH

This instrument was acknowledged before me on August 3/, 2007, by Sabrina P. Loiselle as successor trustee.

OFFICIAL SEAL
JEANNIE LIHS
NOTARY PUBLIC-OREGON
COMMISSION NO. 413237
MY COMMISSION EXPIRES MARCH 25, 2011

Notary Public for Oregon My commission expires:

03/25/11

File No. 080121-0333

Grantor: Camco Development and Construction, Inc.

Beneficiary: U.S. Bank N.A.