

2009-014940

Klamath County, Oregon



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11/20/2009 03:05:54 PM

Fee: \$47.00

After Recording Return To:  
Bishop, White & Marshall, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
Attn: Emily Doherty

Ref: Stalcup, Robert E. Jr. and Kathryn Ann - 488.0921531

14<sup>th</sup> 1498355

**NOTICE OF DEFAULT AND ELECTION TO SELL**

**NOTICE: DUE TO THE ORDER ENTERED IN YOUR BANKRUPTCY, YOU ARE NOT PERSONALLY LIABLE FOR THE UNPAID BALANCE ON YOUR LOAN WITH THE BENEFICIARY, ITS SUCCESSORS IN INTEREST AND/OR ASSIGNEES. HOWEVER, THE BENEFICIARY RETAINS A DEED OF TRUST DESCRIBED BELOW WHICH IS SUBJECT TO FORECLOSURE IN ACCORDANCE WITH THE LAWS OF THE STATE OF OREGON. AS OF THE DATE OF THIS NOTICE, THE BALANCE TO PAY OFF THE DEED OF TRUST IS \$216,194.35, PLUS ANY FORECLOSURE FEES AND COSTS AND ADVANCES PERMITTED IN THE DEED OF TRUST AND IDENTIFIED BELOW, IF ANY. INTEREST, FEES AND COSTS WILL CONTINUE TO ACCRUE AFTER THE DATE OF THIS NOTICE. UNLESS YOU DISPUTE THE VALIDITY OF THE DEED OF TRUST OR THE BALANCE REQUIRED TO PAY IT OFF OR ANY PORTION THEREOF WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL ASSUME THIS BALANCE IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THE 30-DAY PERIOD THAT THE DEED OF TRUST OR THE BALANCE TO PAY OFF THE DEED OF TRUST OR ANY PORTION THEREOF IS DISPUTED, VERIFICATION OF THE BALANCE REQUIRED TO PAY OFF THE DEED OF TRUST WILL BE OBTAINED AND WILL BE MAILED TO YOU. UPON WRITTEN REQUEST, WITHIN 30 DAYS, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR, WILL BE PROVIDED.**

**NOTICE: ALTHOUGH WE ARE A DEBT COLLECTOR, THIS NOTICE IS NOT AN ATTEMPT TO COLLECT A DEBT, BUT TO RELAY INFORMATION REGARDING YOUR DEED OF TRUST. ANY INFORMATION YOU PROVIDE WILL BE USED FOR PURPOSES OF FORECLOSING THE DEED OF TRUST DESCRIBED BELOW.**

Reference is made to that certain trust deed made by Robert E. Stalcup Jr. and Kathryn Ann Stalcup, as tenants by the entirety, as grantor, to U.S. Bank Trust Company, National Association, as trustee, in favor of U.S. Bank National Association ND, as beneficiary dated January 2, 2007, recorded January 8, 2007, in the mortgage records of Klamath County, Oregon, as Recording No. 2007-000293 covering the following described real property situated in said county and state, to-wit:

Parcel 2 of Land Partition 28-02, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being a portion of Lots 53, 54 and 55 Block 1, Tract 1060, Sun Forest Estates, lying in the Northwest quarter of Section 36, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with that certain 27 x 66, HBOS Manuf manufactured home bearing VIN No. GWOR23 N25728 AB, and more fully described in that certain Title Elimination document filed with the Recorder of Klamath County, Oregon on January 9, 2002 under Recording No. Volume M02, Page 1459.

The undersigned David A. Weibel 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 mortgage records of the county or counties in which the above-described real property is situate; further, that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said 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 the grantor or other persons owing an obligation, the performance of which is secured by said trust deed, or by their successor in interest with respect to provision therein which authorizes sale in the event of default of such provision; the default for which foreclosure is made is grantor's failure to pay when due the following sums:

**1. Monthly Payments:**

**Delinquent Monthly Payments Due from 5/8/2009 through 11/8/2009:**

7 payment(s) at \$1,581.66

<b>Total Payments:</b>	\$11,071.62
<b>Late Charges:</b>	

**6 late charge(s) at \$72.40**

for each monthly payment not made within 15 days of its due date

<b>Total Late Charges</b>	\$434.40
Property Inspection Fees	\$95.00

<b>THE SUM OWING ON THE OBLIGATION SECURED BY THE TRUST DEED:</b>	\$11,601.02
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**2. Delinquent Real Property Taxes, if any.**

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit:

Unpaid balance is \$216,194.35 as of November 19, 2009. In addition there are attorney's fees and foreclosure costs which as of the date of this notice are estimated to be \$2,500.00. Interest, late charges and advances for the protection and preservation of the property may accrue after the date of this notice

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said 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 said described property which the grantor had, or the power to convey, at the time of the execution by grantor of the trust deed, together with any interest the grantor or grantor's successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said trust deed and the expenses of sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

Said sale will be held at the hour of 11:00 am, in accord with the standard time established by ORS 187.110 on March 31, 2010, at the following place: at the front entrance to the County Courthouse, located at 316 Main Street, Klamath Falls, Klamath County, State of Oregon, which is the hour, date and place last set for said sale.

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), paying all advances authorized under the deed of trust, including all costs and expenses incurred in enforcing the obligation and trust deed, 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's and attorney's fees not exceeding the amounts provided by said 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

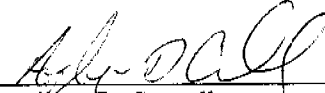
DATED: November 19, 2009.



David A. Weibel, Trustee

STATE OF WASHINGTON                    )  
  ) ss.  
COUNTY OF KING                    )

On this 19 day of November, 2009, personally appeared David A. Weibel, who acknowledged that s/he signed the within foregoing instrument as his/her free and voluntary act and deed for the uses and purposes therein mentioned.



Angehique D. Connell  
Notary Public for Washington  
Residing at: King County  
My Commission Expires: 9/11/12



For Information Call:

Bishop, White & Marshall, P.S.  
720 Olive Way, Suite 1301  
Seattle, WA 98101  
(206) 622-7527