

WTC 89480

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

2011-002480
Klamath County, Oregon



00097670201100024800030038

02/24/2011 11:44:09 AM

Fee: \$47.00

**NOTICE OF DEFAULT
AND ELECTION TO SELL AND OF SALE**

Reference is made to a certain trust deed ("Trust Deed") made, as follows:

Daniel I. Phelps, Grantor; AmeriTitle, Trustee; and Steven E. McManus and Sherry E. McManus, or the survivor thereof, Beneficiary, recorded in Official/Microfilm Records, Volume 2007, Page 012725, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as Bare Land ("Property"):

See attached Exhibit "A."

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Failed to make the monthly payment due October 18, 2010 and regular monthly payments thereafter; failed to pay 2008-2009, 2009-2010 and 2010-2011 Klamath County real property taxes totaling \$2,438.98, plus interest if any.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

The sum of \$521,173.42 plus interest thereon at the rate of 6% per annum from August 23, 2010 until paid; 2008-2009, 2009-2010 and 2010-2011 Klamath County real property taxes totaling \$2,438.98, plus interest if any, plus trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.

WHEREFORE, notice hereby is given that the undersigned trustee will, on July 7, 2011, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Offices of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy 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 86.753 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 said sum 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 each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 7, 2011. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent 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 residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than June 7, 2011 (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. 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 prepare rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requirement you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer

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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 buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

Dated: February 23, 2011.

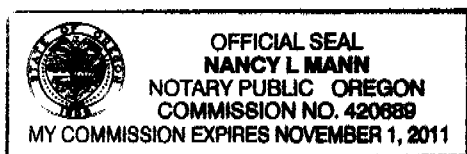
TRUSTEE:



Michael P. Rudd, Successor Trustee
411 Pine Street
Klamath Falls, OR 97601

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 23 day of February, 2011, the above-named Michael P. Rudd and acknowledged the foregoing instrument to be his voluntary act and deed.





Notary Public for Oregon
My Commission expires: 11-1-11

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

The SE1/4 of the SE1/4 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon

PARCEL 2

All that portion of the SW1/4 of the SW1/4, the SE1/4 of the SW1/4 of Section 24, and the NE1/4 of the NW1/4 Section 25, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying Northerly of the Railroad right of way line of the Great Northern Railway Co., as the same is now located and surveyed.

PARCEL 3

Beginning at the SW corner of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence East along the South line of said Section 24, 1582.80 feet to a point on the Southwesterly right of way of the Great Northern Railway Co.; thence North 48° 13' 28" West along said right of way 1767.06 feet to a point on the Southerly right of way of a drain ditch; thence South 57° 33' 07" West along said right of way to the drain ditch 321.55 feet to a point on the West line of said Section 24, and thence South 0° 21' 44" East 1004.74 feet to the point of beginning.

PARCEL 4

The NE1/4 of the NE1/4 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, SAVING AND EXCEPTING those portions conveyed to the United States of America by Deed recorded July 10, 1916, in Volume 45, page 626, Deed Records of Klamath County, Oregon.

PARCEL 5

That portion of the SW1/4 of the SW1/4 of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying South of the right of way of the Great Northern Railway Co. and North of the USBR 1-C-1 drainage ditch.

EXCEPTING FROM said Parcels the USBR 1-C Drain, the USBR 1-C-1 Drain, and that portion of the USBR A-4B Lateral lying Southerly and Westerly of the Burlington Northern Railroad right of way.