

WTC 89803

2011-002482

Klamath County, Oregon



00097672201100024820050055

02/24/2011 11:45:09 AM

Fee: \$57.00

After recording, return to:
Jeff Hill
Keillor Hill LLP
1051 NW Bond Street Suite 410
Bend, OR 97701

NOTICE OF DEFAULT AND ELECTION TO SELL

Jeffrey A. Hill, Successor Trustee under the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing described below, at the direction of the beneficiary, hereby elects to sell, pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, the real property described below at 1:30 P.M. ON JULY 11, 2011, AT THE FRONT ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, KLAMATH COUNTY, OREGON, 97601.

The obligations of performance which are secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing hereinafter described are in default for reasons set forth below and the beneficiary declares all obligations due secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing described herein immediately due and payable and has instructed the trustee to sell the property to satisfy such obligations.

GRANTOR: Four A's Ranch, Inc.

BENEFICIARY: ReProp Financial Mortgage Investors, LLC

TRUSTEE: AmeriTitle was the original trustee. Jeffrey A. Hill was appointed Successor Trustee. The mailing address of the successor trustee is Keillor Hill LLP, 1051 NW Bond Street, Suite 410, Bend, OR 97701 (telephone 541.848.4500).

RECORDED TRUST DEED: Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated April 1, 2009 recorded April 8, 2009 at Instrument Number 2009-004933 in the official records of Klamath County, Oregon.

PROPERTY COVERED BY TRUST DEED:

See Exhibit A Legal Description, attached hereto.

DEFAULT: The default for which the foreclosure is made is the failure to pay monthly installments of \$16,416.67 for November 2010, December, 2010, January 2011 and February 2011; the failure to pay outstanding late fees of \$19,225.06; the failure to pay the October 2010 monthly installment where a \$16,500 NSF check was tendered; the failure to pay outstanding NSF fees of \$141.67; the failure to pay the default stipulation of \$500 and an inspection fee of \$250; the failure to pay accruing regular and default interest; the failure to pay collection costs and attorney fees accruing due to the default; as well as any other default under the terms of the loan documents.

SUM OWING ON OBLIGATION SECURED BY TRUST DEED: The sum owing, secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as of February 21, 2011 is \$2,172,285.32; plus regular interest, default interest and other charges accruing under the note until paid; plus attorney fees and other collection

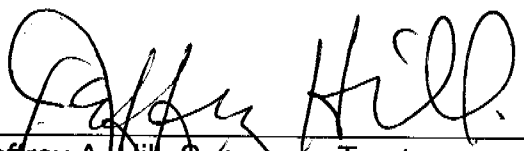
57AWF

1 of 5

costs; plus trustee fees and costs; plus costs of foreclosure.

Notice is also given that any person named pursuant to 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, Assignment of Leases and Rents, Security Agreement and Fixture Filing 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 to cure the default by paying all costs and expenses actually incurred in enforcing the obligation and the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, together with trustee's and attorney's fees.

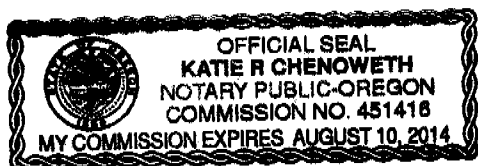
NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.755 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF DEFAULT AND ELECTION TO SELL, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS, AS REQUIRED UNDER ORS 86.745, THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION.

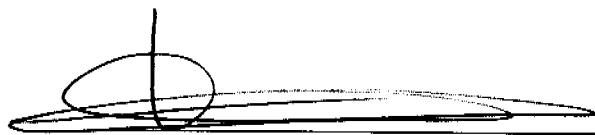

Jeffrey A. Hill, Successor Trustee

STATE OF OREGON
COUNTY OF DESCHUTES

§
§

This instrument was acknowledged before me this 22nd day of February, 2011 by Jeffrey A. Hill.




NOTARY PUBLIC for Oregon
My commission expires: Aug 10th, 2014

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 11, 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 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 prepaid 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 requiring 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 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.

There are government agencies and nonprofit organizations that can give you information. For the name and phone number of an organization near you, please call the statewide phone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>, or call 1-888-668-9406.

EXHIBIT A - LEGAL DESCRIPTION

Property Description

Parcel 1:

All the following described property lying in Township 38 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon:

Section 14: SE1/4 SE1/4
Section 15: SE1/4 SE1/4
Section 20: SW1/4, SE1/4 NW1/4, NW1/4 SE1/4, SE1/4 NE1/4, E1/2 SE1/4
Section 22: NE1/4 NE1/4
Section 23: N1/2, NE1/4 SW1/4, N1/2 SE1/4
Section 24: W1/2, W1/2 E1/2, SE1/4 NE1/4, NE1/4 SE1/4
Section 29: NE1/4 NE1/4
Section 31: Lots 1, 2 and 3, NE1/4 SW1/4

All the following described property lying in Township 38 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon:

Section 3: E1/2 SE1/4, SW1/4 SE1/4
Section 4: SW1/4 SE1/4
Section 9: NW1/4 NE1/4
Section 10: NW1/4 NE1/4
Section 16: N1/2
Section 17: NE1/4, N1/2 SE1/4, SE1/4 SE1/4
Section 20: NE1/4
Section 21: NW1/4, W1/2 NE1/4

Parcel 2:

Parcel 2 of Land Partition 24-97 being a portion in Sections 31, 32 and 33, Township 38 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, and Sections 4, 5, 6, 7 and 8 in Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.