

2011-003338

Klamath County, Oregon



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03/08/2011 02:45:42 PM

Fee: \$72.00

RECORDING REQUESTED BY

T.D. SERVICE COMPANY

and when recorded mail to

T.D. SERVICE COMPANY
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988

5162565

Space above this line for recorder's use

OREGON NOTICE OF DEFAULT AND ELECTION TO SELL

1st 1689455



T.S. No: D524315 OR Unit Code: D Loan No: 378125483-9001 & 6001/MONTI
Title #: 5162565

Reference is made to that certain Trust Deed made by JAMES J MONTI, DEBRA A. MONTI as Grantor, to BRAD WILLIAMS C/O UPF INCORPORATED as Trustee, in favor of STERLING SAVINGS BANK as Beneficiary.

Dated August 23, 2007, Recorded August 27, 2007 as Instr. No. 2007-015093* in Book --- Page --- of Official Records in the office of the Recorder of KLAMATH County; OREGON and re-recorded February 13, 2008 as Instr. No. 2008-001854 in Book --- Page --- SAID DEED OF TRUST SECURES CERTAIN OBLIGATIONS AS SET FORTH ON THE ATTACHED EXHIBIT "A"

*re-recorded 2/13/2008 2008-001854

covering the following described property situated in said county and state to wit:
LOT 6 IN BLOCK 9 OF FAIRVIEW SECOND ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The street or other common designation if any, of the real property described above is purported to be:
1504 OREGON AVE, KLAMATH FALLS, OR 97601

The undersigned Trustee disclaims any liability for any incorrectness of the above street or other common designation.

At the same time as the Trustee's sale the Lender/Trustee will sell at public sale the personal property described on the attached Exhibit "B"

The undersigned CHRISTOPHER C. DORR, LLC, OSBA # 992526 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 situated. 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).

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 person owing an obligation, the performance of which is secured by said Trust Deed, or by their successor in interest, with respect to provisions therein which authorize sale in the event of default of such provisions. The default for which foreclosure is made is Grantor's failure to pay when due the following sums:

5 PYMTS FROM 10/15/10 TO 2/15/11 @ \$953.80	\$4,769.00
5 L/C FROM 10/26/10 TO 2/26/11 @ \$50.00	\$250.00
LN 378125483-6001 UNPAID PRINCIPAL BALANCE	\$26,441.15
INTEREST FROM 7/15/10 TO 3/4/11	\$714.83

Sub-Total of Amounts in Arrears: \$32,174.98

Together with any default in the payment of recurring obligations as they become due.

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: Principal \$122,132.99 together with interest as provided in the note or other instrument secured from 07/15/10, and such other costs and fees as are due under the note or other instrument secured, and as are provided by statute.

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 Oregon Revised Statutes Section 86.705 to 86.795 and to cause to be sold at public auction to the highest bidder for cash the interest in the said described property which the Grantor had, or had the power to convey, at the time of the execution by Grantor of the Trust Deed, together with any interest the Grantor or his successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said 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.

Said sale will be held at the hour of 10:00 A.M. in accord with the standard of time established by O.R.S.187.110 on July 11, 2011 at the following place:
INSIDE THE MAIN LOBBY OF THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET KLAMATH FALLS, County of KLAMATH, State of Oregon.

Other than as shown of record, neither the said beneficiary or the said 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 the 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

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Notice is further given that any person named in O.R.S. 86.753 has the right, at any time prior to five days before the trustee conducts 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 of Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure 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 O.R.S. 86.753.

In construing this notice, the masculine gender includes the feminine and the neuter, the singular gender 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.

We are assisting the Beneficiary to collect a debt and any information we obtain will be used for that purpose whether received orally or in writing.

DATED: March 4, 2011

CHRISTOPHER C. DORR, LLC, OSBA # 992526

By 

CHRISTOPHER C. DORR, ATTORNEY AT LAW

DIRECT INQUIRIES TO:
T.D. SERVICE COMPANY
FORECLOSURE DEPARTMENT
1820 E. FIRST ST., SUITE 210
P.O. BOX 11988
SANTA ANA, CA 92711-1988
(800) 843-0260

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STATE OF OREGON
COUNTY OF MULTNOMAH

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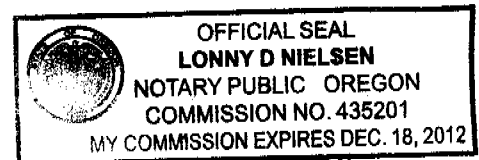
On 3-4-11 before me, Lonny D Nielsen, a Notary Public in
and for said County and State, personally appeared

Christopher C. Dorr, who 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.

I certify under penalty of perjury under the Laws of the State of OREGON that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



notice of default

TS#D524315

Loan#378125483-9001-6001

EXHIBIT "A"

Said Deed of Trust secures certain obligations including 2 notes dated 8/23/07 for the aggregate sum of \$152,441.50; an Assignment of Rents dated 8/23/07; Security Agreements dated 8/23/07 and 9/29/08; Change in Terms Agreements dated 11/02/07, 9/17/08, 9/29/08 and 11/16/09; and a Business Loan Agreement dated 8/23/07

TS#D524315

Loan#378125483-9001-6001

EXHIBIT B – PERSONAL PROPERTY

ALL INVENTORY, EQUIPMENT, ACCOUNTS (INCLUDING BUT NOT LIMITED TO ALL HEALTH-CARE-INSURANCE RECEIVABLES), CHATTEL PAPER, INSTRUMENTS (INCLUDING BUT NOT LIMITED TO ALL PROMISSORY NOTES), LETTER-OF-CREDIT RIGHTS, LETTERS OF CREDIT, DOCUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY, MONEY, OTHER RIGHTS TO PAYMENT AND PERFORMANCE, AND GENERAL INTANGIBLES (INCLUDING BUT NOT LIMITED TO ALL SOFTWARE AND ALL PAYMENT INTANGIBLES); ALL OIL, GAS AND OTHER MINERALS BEFORE EXTRACTION; ALL OIL, GAS, OTHER MINERALS AND ACCOUNTS CONSTITUTING AS-EXTRACTED COLLATERAL; ALL FIXTURES, ALL TIMBER TO BE CUT, ALL ATTACHMENTS, ACCESSIONS, ACCESSORIES, FITTINGS, INCREASES, TOOLS, PARTS, REPAIRS, SUPPLIES, AND COMMINGLED GOODS RELATING TO THE FOREGOING PROPERTY, AND ALL ADDITIONS, REPLACEMENTS OF AND SUBSTITUTIONS FOR ALL OR ANY PART OF THE FOREGOING PROPERTY; ALL INSURANCE REFUNDS RELATING TO THE FOREGOING PROPERTY; ALL GOOD WILL RELATING TO THE FOREGOING PROPERTY; ALL RECORDS AND DATA AND EMBEDDED SOFTWARE RELATING TO THE FOREGOING PROPERTY, AND ALL EQUIPMENT, INVENTORY AND SOFTWARE TO UTILIZE, CREATE, MAINTAIN AND PROCESS ANY SUCH RECORDS AND DATA ON ELECTRONIC MEDIA; AND ALL SUPPORTING OBLIGATIONS RELATING TO THE FOREGOING PROPERTY; ALL WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR WHETHER NOW OR HEREAFTER SUBJECT TO ANY RIGHTS IN THE FOREGOING PROPERTY; AND ALL PRODUCTS AND PROCEEDS (INCLUDING BUT NOT LIMITED TO ALL INSURANCE PAYMENTS) OF OR RELATING TO THE FOREGOING PROPERTY.

IN ADDITION, THE WORD "COLLATERAL" ALSO INCLUDES ALL OF THE FOLLOWING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHEREVER LOCATED:

- (A) ALL ACCESSIONS, ATTACHMENTS, ACCESSORIES, TOOLS, PARTS, SUPPLIES, REPLACEMENTS OF AND ADDITIONS TO ANY OF THE COLLATERAL DESCRIBED HEREIN, WHETHER ADDED NOW OR LATER.

- (B) ALL PRODUCTS AND PRODUCE OF ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION.
- (C) ALL ACCOUNTS, GENERAL INTANGIBLES, INSTRUMENTS, RENTS, MONIES, PAYMENTS AND ALL OTHER RIGHTS, ARISING OUT OF A SALE, LEASE, CONSIGNMENT OR OTHER DISPOSITION OF ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION.
- (D) ALL PROCEEDS (INCLUDING INSURANCE PROCEEDS) FROM THE SALE, DESTRUCTION, LOSS , OR OTHER DISPOSITION OF ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION, AND SUMS DUE FROM A THIRD PARTY WHO HAS DAMAGED OR DESTROYED THE COLLATERAL OR FROM THAT PARTY'S INSURER, WHETHER DUE TO JUDGMENT, SETTLEMENT OR OTHER PROCESS.
- (E) ALL RECORDS AND DATA RELATING TO ANY OF THE PROPERTY DESCRIBED IN THIS COLLATERAL SECTION, WHETHER IN THE FORM OF A WRITING, PHOTOGRAPH, MICROFILM, MICROFICHE, OR ELECTRONIC MEDIA, TOGETHER WITH ALL OF THE GRANTOR'S RIGHT, TITLE , AND INTEREST IN AND TO ALL COMPUTER SOFTWARE REQUIRED TO UTILIZE, CREATE, MAINTAIN, AND PROCESS ANY SUCH RECORDS OR DATA ON ELECTRONIC MEDIA.