

1st 1762513

Recording Requested By:

WHEN RECORDED MAIL TO:  
Cimarron Trustee Services  
719 14<sup>th</sup> Street  
Modesto, CA 95354

2011-010459

Klamath County, Oregon



00107436201100104590030034

09/16/2011 03:05:53 PM

Fee: \$47.00

THIS SPACE FOR RECORDER'S USE ONLY

HUD # 4314110095 5956565

TS#11-12076-21

## NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on 10/26/2004, a certain (Deed of Trust) was executed by Gerald E. Shults & Juanita J. Shults, as Trustor, in favor of Wells Fargo Bank, N.A., as beneficiary, and Fidelity National Title Insurance Company, as Trustee and was Recorded on 11/02/2004 In Volume M04 Page 75244, in the office of the Klamath County, Oregon Recorder, and

WHEREAS, the Deed of Trust was insured by the UNITED STATES SECRETARY OF HOUSING AND URBAN DEVELOPMENT, (the Secretary) pursuant to the National Housing Act for the purpose of providing single family housing; and

WHEREAS, the beneficial interest in the Deed of Trust is now owned by the Secretary, pursuant to an assignment recorded on 04/12/2011, as Instrument # 2011-004680 in the office of the Klamath County, Oregon Recorder, and

WHEREAS, a default has been made by reason of failure to pay all sums due under the Deed of Trust, pursuant to Paragraph 9 Subsection (i) of said deed of Trust and

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Deed of Trust to be immediately due and payable,

NOW THEREFORE, pursuant to power vesting in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of us as Foreclosure Commissioner" notice is hereby given that on **11/30/2011 @ 10:00 am** local time, all real and personal property at or used in connection with following described premises ("Property") will be sold at public auction to the highest bidder:

Commonly known as: **5228 Cottage Avenue, Klamath Falls, OR 97603**

More thoroughly described as:

Lot 125 of Pleasant Home Tracts No. 2, according to the official plat thereof on file in the office of the County Recorder of Klamath County, Oregon.

The sale will be held at the following location: **AT THE MAIN STREET ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, KLAMATH FALLS, OR.**

Per The Secretary of Housing and Urban Development the estimated opening bid will be **\$109,823.74.**

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There will be no pro-ration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before the closing, his prorated share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making a bid, all bidders except the Secretary must submit a deposit totaling ten percent (10%) of the Secretary's estimated bid amount, in the form of a cashier's check made payable to the Foreclosure Commissioner **Cimarron Trustee Services**. Each oral bid need not be accompanied by a deposit. If the successful bid is an oral, a deposit of **\$10,982.37** must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a cashier's or certified check. If the Secretary is the high bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveyancing fees, all real estate and other taxes that are due on or after the delivery of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time with which to deliver the remainder of the payment. All extensions will be for 9-day increments for a fee of \$600.00 paid in advance. The extension fee shall be in the form of certified or cashier's check made payable to the commissioner. If the high bidder closed the sale prior to the expiration period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the Foreclosure Commissioner after consultation with the HUD Field Office representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of HUD Field Office Representative, offer the property to the second highest bidder to an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as proved herein HUD does not guarantee that the property will be vacant.

The amount that must be paid by the Mortgagor, to stop the sale prior to the scheduled sale date is **\$109,673.74 as of 11/29/2011**, PLUS all other amounts that are due under the mortgage agreement.

Plus advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents. Plus a commission for the Foreclosure commissioner and all other costs incurred in the connection with the foreclosure prior to reinstatement.

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Date: September 14, 2011

FORECLOSURE COMMISSIONER:

**CIMARRON SERVICE CORP, of NEVADA**  
**719 14<sup>TH</sup> STREET**  
**MODESTO, CA 95354**  
**Telephone No. (209) 544-9658**  
**Facsimile No. (209) 544-6119**



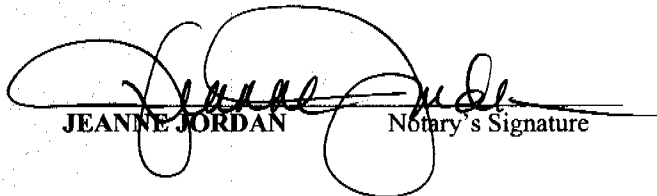
**CATHEY E. LATNER, Vice President**

State of: California  
County of: Stanislaus

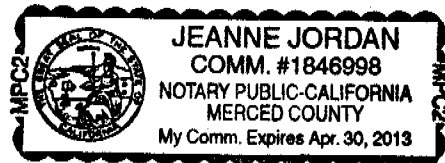
On September 14, 2011, before me, **Jeanne Jordan**, undersigned Notary Public, in and for said state, personally appeared **Cathey E. Latner**, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/or subscribed to the within instrument and known to me that he/she/they executed the same in his/her their authorized capacity(ies) and that by his/her their signature(s) on the instrument/s the person(s) or the entity upon behalf of which the person(s) acted, and executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL



**JEANNE JORDAN** Notary's Signature



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