

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



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(OVER)



Notice hereby is given that the beneficiary and trustee, by reason of the default, have elected and do hereby elect to foreclose the 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 the described property which grantor had, or had the power to convey, at the time of the execution by grantor of the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the 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.

The sale will be held at the hour of 11 o'clock, A. M., in accord with the standard of time established by ORS 187.110 on April 24, 2012, at the following place: 803 Main Street, Ste 201
Klamath Falls in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the sale.

Other than as shown of record, neither the beneficiary nor the 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 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

See Exhibit D, attached hereto and incorporated by this reference.

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 the 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 fees not exceeding the amounts provided by 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 the trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

DATED November 30, 2011

James R. Uerlings
 James R. Uerlings, Successor Trustee

☒ Trustee ☐ Beneficiary (indicate which)

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on November 30, 2011,
 by James R. Uerlings, Successor Trustee

This instrument was acknowledged before me on _____,
 by _____,
 as _____,
 of _____.



Julie Stenkamp
 Notary Public for Oregon
 My commission expires 10/21/2013

EXHIBIT A

Property Address:

150 MOUNTAIN VIEW DRIVE
GILCHRIST, OREGON 97737

Legal Description:

Lot 3 of TRACT 1318 - GILCHRIST TOWNSITE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM: Beginning at a 5/8 inch iron rod marking the Southeast corner of Lot 4 TRACT 1318 - GILCHRIST TOWNSITE as shown on the original plat thereof, thence North 75°15'28" West, 169.29 feet to a 5/8 inch iron rod; thence North 14°49'53" East, 84.00 feet to a 5/8 inch iron rod marking the adjusted Northwest Lot Corner of Lot 4, of said Tract 1318 - Gilchrist Townsite, from which a 5/8 inch iron rod marking the original Northwest corner of Lot 4, Tract 1318 - Gilchrist Townsite as shown on the original plat thereof bears South 14°49'53" West, 20.00 feet; thence South 75°15'28" East, 170.34 feet to a 5/8 inch iron rod marking the Westerly right-of-way of Manzanita Street from which a 5/8 inch iron rod marking the original Northeast corner of Lot 4, Tract 1318 - Gilchrist Townsite as shown on the original plat thereof bears South 15°32'50" West, 20.00 feet; thence South 15°32'50" West, 84.01 feet along the said Westerly right-of-way of Manzanita Street to the point of beginning.

EXHIBIT B

- 1) Failure to make payments due:
 - Principal past due: \$26,764.24
 - Interest past due: \$11,805.33
 - Late charges past due: \$ 300.00
 - Plus principal, interest and late charges due after 08/15/2011
 - 2) Failure to pay property taxes and provide proof of payment to beneficiary.
 - 3) Failure to pay liens filed against collateral.
 - 4) Failure to pay advances made by beneficiary to protect collateral.
 - 5) Failure to remediate probability of hazardous substance and/or environmental contamination of property and provide proof of such to beneficiary.
 - 6) Failure to provide proof of insurance on collateral to beneficiary.
 - 6) Failure to provide current financial information on Grantor from 2008 to present.
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EXHIBIT C

- 1) Principal \$602,093.65
- 2) Accrued interest to 07/26/2011 \$ 23,022.28
- 3) Late charges to 07/26/2011 \$ 300.00
- 4) Expenses advanced by beneficiary to protect collateral \$120,897.68
- 5) Attorney fees, as incurred
- 6) Trustee fees, as incurred
- 7) Plus interest, late fees, foreclosure costs and other advances after 07/26/2011

EXHIBIT D

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>
1) Dave Kornish Kornish Forest Contracting, Inc. 19372 Piute Circle Bend, OR 97702 Kornish Forest Contracting, Inc. 150 Mountain View Drive Gilchrist, OR 97737	Rental agreement (Tenant)
2) Glenda Eaton Crescent Creek Property Management 150 Mountain View Drive Gilchrist, OR 97737	Rental agreement (Tenant)