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After recording return to:  
Evashevski, Elliott, Cihak & Hediger, PC  
PO Box 781  
Corvallis, OR 97339

12/15/2011 09:51:43 AM

Fee: \$52.00

**TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL**

The Trustee, under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in said Trust Deed to satisfy the obligations secured thereby.

**A. PARTIES TO THE TRUST DEED:**

GRANTOR:	Steven Troite and Tiffany Troite
TRUSTEE:	AmeriTitle
SUCCESSOR TRUSTEE:	Steven L. Adkins, Esquire
MAILING ADDRESS OF TRUSTEE:	PO Box 781 Corvallis OR 97339
BENEFICIARY:	OSU Federal Credit Union PO Box 306 Corvallis, OR 97339

**B. DESCRIPTION OF PROPERTY:**

LOT 22, BLOCK 4, PLAT NO. 1204, LITTLE RIVER RANCH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. This is an unimproved lot in LaPine, Oregon.

**C. TRUST DEED INFORMATION:**

DATE:	July 1, 2008
RECORDING DATE:	July 2, 2008
RECORDING NUMBER:	2008-009636
RECORDING PLACE:	Official records of the County of Klamath, State of Oregon

The successor trustee was appointed by document recorded in the same county.

**D. DEFAULT: The Grantor is in default and the Beneficiary elects to foreclose the Trust Deed for failure to pay:****1. Monthly Payments:**

Monthly installments of principal, interest, and tax and insurance reserves as follows: Monthly payments due for the month of January 2011, in the sum of \$614.76; monthly payments due for the months of February 2011, through November 2011, each in the sum of \$640.38; plus late fees in the amount of \$275.00; and monthly payments due thereafter.

**TOTAL AMOUNT CURRENTLY IN ARREARS:** \$ 7,293.56

Which includes principal, interest, and late fees through November 5, 2011. Amount in arrears will increase after November 5, 2011.

- E. **AMOUNT DUE:** The Beneficiary has declared all sums owing on the obligation and Trust deed immediately due and payable, in the following sums:

\$59,935.27 principal; plus interest thereon at the rate of 8.75% per annum from December 5, 2010; plus late charges of \$275.00 through November 22, 2011.

Plus interest, late charges, title fees, attorney fees, trustee's fees, escrow fees, recording fees and other recoverable costs and fees that shall continue to accrue.

- F. **ELECTION TO SELL:** NOTICE HEREBY IS GIVEN that the Beneficiary and Trustee, by reason of described default have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.750 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in the described property which the Debtor had, or had the power to convey, at the time of the execution of the Trust Deed together with any interest the Debtor or successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed together with the expenses of the sale, including the compensation of the Trustee as provided by law, and the reasonable fees of Trustee's Attorney.

- G. **TIME AND PLACE OF SALE:**

TIME: 10:00 a.m., April 30, 2012

PLACE: AT THE FRONT DOOR OF THE KLAMATH COUNTY COURTHOUSE  
Address: 316 MAIN STREET, KLAMATH FALLS, OREGON 97601

- H. **RIGHT TO REINSTATE:** NOTICE IS FURTHER GIVEN that at any time prior to five days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Trustee 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 those sums or tendering the performance necessary to cure the default, by paying all costs and expenses to the Trustee actually incurred by Beneficiary and Trustee in enforcing the obligation and Trust Deed, together with Trustee's fees and Attorney's fees.

#### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 30, 2012. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting 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 bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

## **PROTECTION FROM EVICTION**

**IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:**

- **THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**
- **AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.**

**If the new owner wants to move in and use this property as the primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed-term lease with more than 90 days left.**

**You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.**

**A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:**

- **Is the result of an arm's-length transaction;**
- **Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and**
- **Was entered into prior to the date of the foreclosure sale.**

### **ABOUT YOUR TENANCY**

#### **BETWEEN NOW AND THE FORECLOSURE SALE:**

##### **RENT**

**YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.**

##### **SECURITY DEPOSIT.**

**You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. 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 new owner that 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 after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner 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 new owner becomes your new landlord and must maintain the property. Otherwise:**

- **You do not owe rent;**
- **The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and**
- **You must move out by the date the new owner specifies in a notice to you.**

**The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.**


IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD 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.

Oregon State Bar  
Lawyer Referral Service  
Mailing Address: PO Box 231935  
Tigard OR 97281  
Physical Address: 16037 SW Upper Boones Ferry Road  
Tigard OR 97224  
Telephone: 800-452-7636

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.

LASO HOTLINE FOR KLAMATH COUNTY  
Telephone: 541.882-6982 OR 1-800-480-9160

Dated: December 12, 2011

  
\_\_\_\_\_  
Steven L. Adkins, Successor Trustee

STATE OF OREGON            )  
  ) ss.  
County of Benton         )

Date: December 12, 2011

Personally appeared the above named Steven L. Adkins and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

  
\_\_\_\_\_  
Notary Public for Oregon

