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2012-001893

Klamath County, Oregon



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02/21/2012 03:02:05 PM

Fee: \$57.00

**RECORDING COVER SHEET**

THIS COVER SHEET HAS BEEN PREPARED BY THE  
PERSON REPRESENTING THE ATTACHED INSTRUMENT  
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET  
DO NOT AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

**After Recording Return To:**

**Northwest Trustee Services, Inc.  
PO Box 5070  
Concord, CA 94520**

**1. Title(s) of the Transaction(s) ORS 205.234(a):**

**Notice of Default**

**2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:**

**Northwest Trustee Services, Inc.  
PO Box 5070  
Concord, CA 94520**

**3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:**

**Donald L. Stroud and Lois M. Stroud  
4100 South 6<sup>th</sup> Street  
Klamath Falls, OR 97603**

**4. Send Tax Statements To:**

**No change**

**5. Deed Reference:**

**2007-021572**

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# **RECORDING COVER SHEET FOR CONVEYANCES, PER ORS 205.234**

*THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON  
PRESENTING THE ATTACHED INSTRUMENT FOR  
RECORDING. ANY ERRORS IN THIS COVER SHEET  
DO NOT AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.*

## **AFTER RECORDING RETURN TO**

*name and address of the person authorized to receive the  
instrument after recording, as required by ORS 205.180(4)  
and ORS 205.238.*

Northwest Trustee Services, Inc.  
PO Box 5070  
Concord, CA 94520

File No. OBOA-066454

1. **NAME(S) OF THE TRANSACTION(S)**, *described in the attached instrument and required by ORS 205.234(a).*

## **Notice of Default**

2. **DIRECT PARTY**, *name(s) of the person(s) and address(es) described in ORS 205.125(1)(a) and (b) or GRANTOR, as described in ORS 205.160.*

Donald L. Stroud and Lois M. Stroud  
4100 South 6<sup>th</sup> Street  
Klamath Falls, OR 97603

**Foreclose in the name of: Bank of America**

**Address:** CA0-702-03-93, 101 S. Marengo Avenue, 3<sup>rd</sup> Floor, Pasadena, CA 91101

3. **INDIRECT PARTY**, *name(s) of the person(s) and address(es) described in ORS 205.125(1)(a) and (b) or GRANTEE, as described in ORS 205.160.*

**Northwest Trustee Services, Inc.**

**Assignee' s Address: PO Box 5070, Concord, CA 94520**

4. **TRUE AND ACTUAL CONSIDERATION PAID** *for instruments conveying or contracting to convey fee title to any real estate and all memoranda of such instruments, reference ORS 93.030.*

None

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING**

*ADDRESS for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.*

N/A

## NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by Donald L. Stroud and Lois M. Stroud as grantor, to First American Title Insurance Company, as trustee, in favor of Bank of America, N.A., a national banking association, as beneficiary, dated 12/24/2007, recorded 12/28/2007, in mortgage records of Klamath, Oregon, as 2007-021572, covering the following described real property situated in the above-mentioned county and state, to wit:

A tract of land situated in the NW1/4 SW1/4 of Section 2, Township 39 South, Range 9 E.W.M., more particularly described as follows:

Beginning at the brass plug marking the West quarter corner of said Section 2; thence South 0°13' East along the Westerly line of said Section 2, a distance of 53 feet; thence North 89°47' East, a distance of 30.00 feet to an iron pin on the Easterly right of way line of Summers Lane and the true point of beginning; thence continuing North 89°47' East to the Westerly right of way line of U.S.B.R. "A" Canal; thence Southeast along the Westerly right of way line of said canal to the Northeast corner of that certain tract conveyed to Smith & Westvold by deed recorded January 28, 1964, in Deed Volume 350 at Page 590; thence South 89°47' West 82.38 feet to the Westerly right of way line of Summers Lane, thence North 0°13' West along the right of way line 159 feet; more or less to the point of beginning. EXCEPTING THEREFROM that portion conveyed to State of Oregon by and through its State Highway Commission by deed recorded May 6, 1964 in Volume 352 Page 573, records of Klamath County, Oregon.

All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the land, and all apparatus and equipment now or hereafter attached in any manner to the land or any building on the land, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, hearing, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements")

All easements and rights of way appurtenant to the land; all crops growing or to be grown on the land (including all such crops following severance from the land); all standing timber upon the land (including all such timber following severance from the land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant to the land) and shares of stock and certificates pertaining to such water or water rights, ownership of which affect the land; all minerals, oil, gas and other hydrocarbon substances and rights thereto in, on, under, or upon the land.

All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the land or the improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing;

All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the land, improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceedings, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to or defect in the land, improvements or the other property described above or any part of them; and

All proceeds of additions and accretions to, substitutions and replacements for and changes in any of the property described above.

PROPERTY ADDRESS: 4100 South 6th Street, Klamath Falls, OR 97603

There is a default by the grantor or other person owing an obligation or by their successor in interest, 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 provision. The default for which foreclosure is made is grantors' failure to pay when due the following sums: monthly payments of \$1,164.49 beginning 9/10/2011; plus late charges of \$46.57 each month beginning 9/25/2011; together with title expense, costs, trustee's fees and attorney's fees incurred

herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

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: \$102,419.52 with interest thereon at the rate of 9.25 percent per annum beginning 8/10/2011; plus late charges of \$46.57 each month beginning 9/25/2011 until paid; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable

Notice is hereby given that the beneficiary and trustee, by reason of said 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 the grantor had, or had the power to convey, at the time grantor executed the trust deed, together with any interest the grantor or grantor's successors 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 reasonable fees of trustee's attorneys.

The Sale will be held at the hours of **11:00 AM**, in accordance with the standard of time established by ORS 187.110, on **7/10/2012**, at the following place: On the front steps of the Circuit Court, 316 Main Street, Klamath Falls, OR, in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the sale.

Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.745 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, [www.rsvpforeclosures.com](http://www.rsvpforeclosures.com).

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 every other default complained of herein by tendering the performance required under the obligation or trust deed, in addition to paying said 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's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any

The trustee's rules of action may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status as [www.rsvpforeclosures.com](http://www.rsvpforeclosures.com)

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*Amy Rigsby*

By: Amy Rigsby, Assistant Vice President  
Northwest Trustee Services, Inc., successor Trustee  
2600 Stanwell Drive, Suite 200, Concord, CA 94520  
Phone: (925) 603-1000

State of California } ss.  
County of Contra Costa }

On 2/16/12 before me Katie Milnes, a Notary Public personally appeared Amy Rigsby 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 to 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Katie Milnes*



**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE**

*notice of Default  
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