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2012-002186

Klamath County, Oregon



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**Recording Cover Sheet**

PER ORS 205.234

02/29/2012 03:07:33 PM

Fee: \$57.00

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DOES 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 997**  
**Bellevue, WA 98009-0997**

**File Number: 7021.11240**

1. **NAMES OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(A) NOTE: Transaction as defined by ORS 205.010 "means any action required or permitted by state law or rule federal law or regulation to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property.

**Notice of Default and Election to Sell**

2. Grantee/Direct  
~~Grantor(s) / Indirect~~, as described in ORS 205.160

Nancy Annette Sears

1224 California Avenue

Klamath Falls, OR 97601

3. Grantor/Indirect  
~~Grantee(s) / Direct~~, as described in ORS 205.160

Northwest Trustee Services, Inc.

PO Box 997

Bellevue, WA 98009-0997

Bank of America, NA

400 National Way

Simi Valley, CA 93065

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.

\$0 - No Dollars

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

NA, Not Applicable

Deed Reference: 2007-006694

## NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by Nancy Annette Sears, Unmarried, as grantors, to Fidelity National Title Insurance Co, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Countrywide Home Loans, Inc., its successors and assigns, as beneficiary, dated 03/08/07, recorded 04/11/07, in the mortgage records of Klamath County, Oregon, as 2007-006694, and subsequently assigned to Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing LP dba Countrywide Home Loans, Inc. by Assignment recorded as 2011-009026, covering the following described real property situated in said county and state, to wit:

Lot 10, Block 112, Buena Vista Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon.

And Also the Northerly one-half of Lot 9, Block 112 of said Buena Vista Addition to the City of Klamath Falls, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the most Northerly corner of said Lot 9 and running thence in a Southeasterly direction along the Westerly line of California Avenue a distance of 25 feet; thence in a Southwesterly direction parallel with the line between Lots 9 and 10 in said Block 112, 140 feet to the Southwesterly line of said Lot 9; thence in a Northwesterly direction 25 feet to the most Westerly corner of said Lot 9; thence in a Northeasterly direction along the line between said Lots 9 and 10 of said Block 112, 140 feet to the place of beginning.

PROPERTY ADDRESS: 1224 California Avenue  
Klamath Falls, OR 97601

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 \$452.65 beginning 12/01/11; plus late charges of \$17.86 each month beginning 12/16/11; plus prior accrued late charges of \$0.00; plus advances of \$0.00; 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: \$54,344.43 with interest thereon at the rate of 6.25 percent per annum beginning 11/01/11; plus late charges of \$17.86 each month beginning 12/16/11 until paid; plus prior accrued late charges of \$0.00; plus advances of \$0.00; 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 OF DEFAULT AND ELECTION TO SELL

RE: Trust Deed from  
Sears, Nancy Annette  
Grantor  
to  
Northwest Trustee Services, Inc.,  
Successor Trustee

File No. 7021.11240

**For Additional Information:**  
**After Recording return to:**  
**Winston Khan**  
**Northwest Trustee Services, Inc.**  
**P.O. Box 997**  
**Bellevue, WA 98009-0997**  
**(425) 586-1900**

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 hour of 10:00 o'clock A.M., in accord with the standard of time established by ORS 187.110 on **July 9, 2012**, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, 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.northwesttrustee.com](http://www.northwesttrustee.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.

### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 9, 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 a 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

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

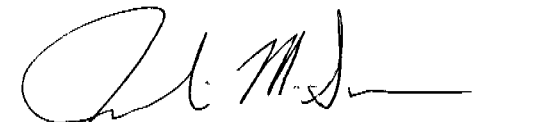
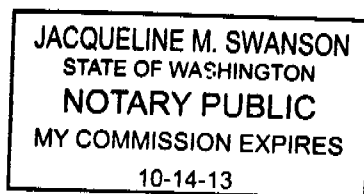


Northwest Trustee Services, Inc., Trustee  
Northwest Trustee Services, Inc.

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Winston Khan is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as an Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 2-27-2012



NOTARY PUBLIC in and for the State of  
Washington, residing at Pierce  
My commission expires 10-14-2013