

2012-002190

Klamath County, Oregon



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02/29/2012 03:10:33 PM

Fee: \$52.00

RECORDING COVER SHEET

ALL TRANSACTIONS, 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

Northwest Trustee Services, Inc.

PO Box 997

Bellevue, WA 98009-0997

Attn: 7021.11190

This space for County Recording Use

1. NAMES OF THE TRANSACTIONS

Notice of Default and Election to Sell

2. DIRECT PARTIES' NAME AND ADDRESS

Northwest Trustee Services, Inc.

PO Box 997

Bellevue, WA 98009-0997

3. INDIRECT PARTIES' NAME AND ADDRESS

David M Fleming-Jones and Angie T Fleming-Jones

318 Riverside Drive

Klamath Falls, OR 97601

Bank of America, N.A. as successor by merger to BAC Home Loans Servicing, LP fka
Countrywide Home Loans Servicing LP

400 National Way

Simi Valley, CA 93065

4. CONSIDERATION PAID \$n/a

5. TAX STATEMENTS SHOULD BE SENT TO

Northwest Title Company

1410 SW 14th Street

Portland, Oregon 97201

(503) 278-3600 phone

(503) 278-3582 fax

This form may contain all of the information required by statute or may supplement information
already in the document.

Deed Reference: 2008-004902

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NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by David M Fleming-Jones and Angie T Fleming-Jones, as tenants by the entirety, as grantors, to Regional Trustee Services Corporation, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for GB Mortgage, LLC, its successors and assigns, as beneficiary, dated 03/28/08, recorded 04/02/08, in the mortgage records of KLAMATH County, Oregon, as 2008-004902, 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 by Assignment recorded, covering the following described real property situated in said county and state, to wit:

The South 50 feet of Lot 9, Block 4 of West Klamath Falls Additions to the City of Klamath Falls, according to the official Plat thereof on file in the office of the County Clerk of Klamath County, Oregon

PROPERTY ADDRESS: 318 Riverside Drive
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 \$679.37 beginning 11/01/11; plus late charges of \$32.44 each month beginning 11/16/11; 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: \$97,330.82 with interest thereon at the rate of 6.375 percent per annum beginning 10/01/11; plus late charges of \$32.44 each month beginning 11/16/11 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 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.

NOTICE OF DEFAULT AND ELECTION TO SELL

**RE: Trust Deed from
Fleming-Jones, David and Angie
Grantor
to
Northwest Trustee Services, Inc.,
Successor Trustee**

File No. 7021.11190

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

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.

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.

BETWEEN NOW AND THE FORECLOSURE SALE:

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.

AFTER THE FORECLOSURE SALE


NOTARY PUBLIC in and for the State of Washington,
residing at King
My commission expires 8.25.15