

1st 1873.170

2012-005708

Klamath County, Oregon

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
KENNETH A. RODGERS AND JULIE A.
RODGERS, AS TENANTS BY THE
ENTIRETY, Grantor
To:
First American Title Insurance Company

After recording return to:

First American Title Insurance Company
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614



00118791201200057080020029

05/25/2012 11:43:17 AM

Fee: \$42.00

TS No. **OR01000007-12**

APN **R-3507-108AC-04400-000**

TO No **6534294**

Reference is made to that certain Trust Deed made by **KENNETH A. RODGERS AND JULIE A. RODGERS, AS TENANTS BY THE ENTIRETY** as Grantor, to **UNION BANCAL MORTGAGE CORPORATION** as Trustee, in favor of **UNION BANK N.A. A NATIONAL BANKING ASSOCIATION** as Beneficiary, dated as of **March 9, 2011** and recorded **March 24, 2011** in the records of **Klamath County, Oregon** as Instrument No. **2011-003971** covering the following described real property situated in the above-mentioned county and state, to wit:

APN: **R238923**

LOT 42 IN BLOCK 22 OF TRACT NO. 1113-OREGON SHORES - UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee or by the Beneficiary and no appointments of a successor Trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.735(4).

There is a default by Grantor or other person owing an obligation, performance of which is secured by the Trust Deed or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is Grantor's failure to pay when due the following sums:

1. The monthly payment(s) of **\$1,347.61** beginning on **December 11, 2011**, and monthly late charge(s) in the amount of **\$67.38**.

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:

1. Principal balance of **\$245,439.70** and accruing interest as of **November 1, 2011** per annum from **November 1, 2011** until paid.
2. **\$404.28** in late charges.
3. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit:

FAILURE TO PAY THE INSTALLMENT OF PRINCIPAL AND INTEREST WHICH BECAME DUE ON 12/01/2011 AND ALL SUBSEQUENT INSTALLMENTS OF PRINCIPAL AND INTEREST, ALONG WITH LATE CHARGES, PREVIOUSLY ASSESSED LATE CHARGES, PLUS FORECLOSURE COSTS AND LEGAL FEES, IN ADDITION TO ALL OF THE TERMS AND CONDITIONS AS PER THE DEED OF TRUST, PROMISSORY NOTE AND ALL RELATED LOAN DOCUMENTS.

Notice hereby is given that the Beneficiary and Trustee, by reason of 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

F 42 -

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 **10:00 AM**, in accord with the standard of time established by ORS 187.110, on **October 1, 2012** at the following place: **at the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR**

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: **NONE**

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), together with costs, Trustee's and attorney's fees, 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, at any time prior to five days before the date last set for sale.

In construing this notice, the singular gender 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.

Dated: May 23, 2012

First American Title Insurance Company

By:

Laura Soza
Laura Soza, Authorized Signor

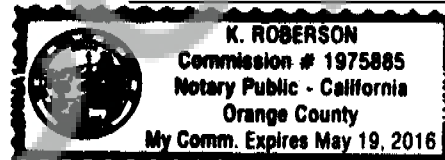
STATE OF CALIFORNIA
COUNTY OF ORANGE

On MAY 24 2012 before me, K ROBERSON, Notary Public, personally appeared LAURA SOZA 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 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

Notary Public



First American Title Insurance Company
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.priorityposting.com
AUTOMATED SALES INFORMATION PLEASE CALL 714-573-1965 or 949-252-8300
REINSTATEMENT / PAY OFF REQUESTS CONTACT 949-252-8300 or rrequests@trusteecorps.com

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