

2012-007488

Klamath County, Oregon



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07/09/2012 03:26:49 PM

Fee: \$47.00

TRUSTEE'S DEED

Trustee:

James R. Uerlings, Successor Trustee
Boivin, Uerlings & DiIaconi, P.C.
803 Main Street, Ste 201
Klamath Falls, OR 97601

Grantee:

Lori M. Haury
PO Box 518
Bonanza, OR 97623

**After recording, return &
send tax statements to:**

Lori M. Haury
PO Box 518
Bonanza, OR 97623

Consideration: \$253,336.46

THIS INDENTURE, made on July 2, 2012, between **James R. Uerlings, Successor Trustee**, hereinafter called Trustee, and **Lori M. Haury**, hereinafter called the Grantee;

WITNESSETH:

RECITALS: Big Springs Market, Inc., as Grantor, executed and delivered to **First American Title**, as Trustee, for the benefit of **Mark S. Gillispie (dec'd) and Lori M. Gillispie, nka, Lori M. Haury**, as Beneficiary, a certain Trust Deed dated **April 1, 2004**, duly recorded on **April 13, 2004**, in Volume No. **M04**, page **21100**, records of **Klamath County, Oregon**.

In said Trust Deed, the real property therein and hereinafter described was conveyed by said Grantor to said Trustee to secure, among other things, the performance of certain obligations of the Grantor to the said Beneficiary. The said Grantor, thereafter, defaulted in his performance of the obligations secured by said Trust Deed, as stated in the Notice of Default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said Trust Deed, being the Beneficiary therein named, or its successor-in-interest, declared all sums so secured immediately due and owing; an Amended Notice of Default, containing an election to sell the said real property and to foreclose said Trust Deed by advertisement and sale to satisfy Grantor's said obligations was recorded in the mortgage records of said county on **December 14, 2011**, as Instrument **2011-013803**, to which reference is now made.

After the recording of said Notice of Default, as aforesaid, the undersigned Trustee gave notice of the time for and place of sale of said real property as fixed by the Trustee and, as required by law; copies of the Trustee's Notice of Sale were served, pursuant to ORCP 7D(2) and 7D(3), or mailed by both first class and certified mail with return receipt requested, to the last known address of the persons or their legal representatives, if any, named in ORS 86.740(1) and (2)(a), at least 120 days before the date the property was sold, and the Trustee's Notice of Sale was mailed by first class and certified mail with return receipt

requested, to the last known address of the guardian, conservator or administrator executor of any person named in ORS 86.740(1), promptly after the Trustee received knowledge of the disability, insanity or death of any such person. Copies of the notice of sale were served upon occupants(s) of the property described in the deed of trust in the manner in which a summons is served pursuant to ORCP7D.(2) and 7D.(3) at least 120 days before the date the property was sold, pursuant to ORS 86.750(1). If the foreclosure proceedings were stayed and released from the stay, copies of an Amended Notice of Sale in the form required by ORS 86.755 were mailed by registered or certified mail to the last known address of those persons listed in ORS 86.740 and 86.750(1), and to the address provided by each person who was present at the time and place set for the sale which was stayed within thirty (30) days after the release from the stay. Further, the Trustee published a copy of said Notice of Sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said Notice occurred more than twenty (20) days prior to the date of such sale.

The mailing, service and publication of said Notice of Sale are shown by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of said county; said affidavits and proofs, together with the said Notice of Default and Election to Sell and the Trustee's Notice of Sale, being now referred to and incorporated in and made a part of this Trustee's Deed as fully as if set out herein verbatim. The undersigned Trustee has no actual notice of any person, other than the persons named in said affidavits and proofs as having or claiming a lien on or interest in said described real property, entitled to notice, pursuant to ORS 86.740(1)(b) or (1)(c). Trustee hereby certifies that any valid requests for information under Oregon law have been responded to within the time allowed by statute.

Pursuant to said Notice of Sale, the undersigned Trustee on **June 29, 2012**, at the hour of **10:00 AM, PT**, of said day, in accord with the standard of time established by ORS 187.110, and at the place so fixed for sale, as aforesaid, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon him by said Trust Deed, sold said real property in one parcel at public auction to the Grantee for the sum of **\$253,336.46**, Grantee being the highest and best bidder at such sale and said sum being the highest and best sum bid for said property.

NOW THEREFORE, in consideration of the said sum so paid by Grantee in cash, the receipt whereof is acknowledged and, by the authority vested in said Trustee by the laws of the State of Oregon and by said Trust Deed, the Trustee does hereby convey unto Grantee all interest which the Grantor had or had the power to convey at the time of Grantor's execution of said Trust Deed, together with any interest the said Grantor, or Grantor's successors-in-interest, acquired after the execution of said Trust Deed in and to the following described real property, to-wit:

The Easterly 100 feet of Lots 8, 9 and 10, and all of Lots 1 and 2 in Block 5 of the Town of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TO HAVE AND TO HOLD the same unto Grantee, Grantee's heirs, successors-in-interest and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter, the singular includes the plural; the word "grantor" includes any successor-in-interest to the grantor, as well as any other person(s) owing an obligation, the performance of which is secured by said trust deed; the word "trustee" includes any successor trustee; the word "beneficiary" includes any successor-in-interest of the beneficiary, if any; and, the word "person" includes corporation and any other legal or commercial entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTION 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING

IN WITNESS WHEREOF, the undersigned Trustee has hereunto executed this document this 2 day of July, 2012.

[illegible]

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on this, the day and year last hereinabove written.

