

NOT 94308

2012-008979

Klamath County, Oregon



00122752201200089790060069

08/14/2012 03:14:00 PM

Fee: \$162.00

Trust Deed From:

John Robustelli and Teresa Robustelli, as
tenants by the entirety, Grantors

To:

Wells Fargo Financial National Bank, Trustee

Wells Fargo Bank, NA, Beneficiary

After recording, return to:

James P. Laurick
KILMER, VOORHEES & LAURICK
732 NW 19th Avenue
Portland, OR 97209
10004-0001

NOTICE OF DEFAULT AND ELECTION TO SELL

KNOW ALL BY THESE PRESENTS that John Robustelli and Teresa Robustelli, as tenants by the entirety, are the Grantors; Wells Fargo Financial National Bank is the trustee; and, Wells Fargo Bank, National Association, is the beneficiary under that certain Deed of Trust dated December 14, 2007, and recorded January 11, 2008, as document number 2008-000478 in the records of Klamath County, Oregon, covering the following described real property situated in the above-mentioned county and state, to wit:

See the attached Exhibit A.

The undersigned hereby certifies that he is unaware of any 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).

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There is a default by grantors 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 default of such provision. The default for which foreclosure is made is grantor's failure to pay the following sums as of June 18, 2012:

| | |
|------------------------------------|------------|
| Past Due (Principal and Interest): | \$3,335.27 |
| Late Fees: | \$158.44 |
| Legal Fees and Costs: | Accruing |
| Trustee's Sale Guarantee: | \$342.00 |
| Phase I Environmental Assessment: | Accruing |
| Appraisal: | Accruing |

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:

| | |
|-----------------------------------|-------------|
| Current Balance: | \$62,146.53 |
| Interest: | \$1,495.99 |
| Late Fees: | \$158.44 |
| Legal Fees and Costs: | Accruing |
| Trustee's Sale Guarantee: | \$342.00 |
| Phase I Environmental Assessment: | Accruing |
| Appraisal: | Accruing |
| TOTAL as of June 18, 2012: | \$63,800.00 |

Interest continues to accrue at the rate of 9.48% per annum or \$9.77 per day.

Notice hereby is given that the beneficiary and trustee, by reason of the 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 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 **1:00** o'clock, **PM**, in accord with the standard of time established by ORS 187.110 on **Friday, December 14, 2012**, at the following place: **at the front of the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon, County of Klamath, State of Oregon**, which is the hour, date, and place last set for sale.

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 of any lessee or other person in possession of or occupying the property, except:

OCCUPANT(S)
2929 Market Street
Bonanza, OR 97623

John Robustelli
2929 Market Street
Bonanza, OR 97623

Teresa Robustelli
2929 Market Street
Bonanza, OR 97
623

John Robustelli
13130 W. Langell Valley Road
Bonanza, OR 97623

Teresa Robustelli
13130 W. Langell Valley Road
Bonanza, OR 97623

If you filed bankruptcy, this notice is not an attempt to collect a debt, but instead allows the creditor to enforce its lien. If you were an obligor on this account prior to the filing of a bankruptcy and Wells Fargo has received an order granting relief from the automatic stay or you have received a discharge or surrendered the home in full satisfaction of the debt, Wells Fargo is exercising its rights under the security agreement as allowed by law. Wells Fargo is not attempting to collect or recover the debt as your personal liability. By providing you this notice, Wells Fargo is complying with federal and statutory notice requirements. If the amount requested is not received by the stated date, Wells Fargo may exercise its right to enforce its lien.

NOTICE TO TENANTS:

If you are a tenant of this property, foreclosure could affect your rental agreement. A purchaser who buys this property at a foreclosure sale has the right to require you to move out after giving you notice of the requirement.

If you do not have a fixed-term lease, the purchaser may require you to move out after giving you a 30-day notice on or after the date of the sale.

If you have a fixed-term lease, you may be entitled to receive after the date of the sale a 60-day notice of the purchaser's requirement that you move out.

To be entitled to either a 30-day or 60-day notice, you must give the trustee of the property written evidence of your rental agreement at least 30 days before the date first set for the sale. If you have a fixed-term lease, you must give the trustee a copy of the rental agreement. If you do not have a fixed-term lease and cannot provide a copy of the rental agreement, you may give the trustee other written evidence of the existence of the rental agreement. The name of the trustee and the trustee's mailing address are listed on this notice.

Federal law may grant you additional rights, including a right to a longer notice period. Consult a lawyer for more information about your rights under federal law.


You have the right to apply your security deposit and any rent you prepaid toward your current obligation under your rental agreement. If you want to do so, you must notify your landlord in writing and in advance that you intend to do so.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. Contact information for where you can obtain free legal assistance is included with this notice.

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 by payment to the beneficiary of the entire amount then due and by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney fees not exceeding the amounts provided by ORS 86.753.

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

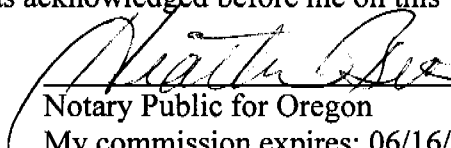
Dated: August 13, 2012.



James P. Laurick, Trustee

STATE OF OREGON)
) ss
County of Multnomah)

This instrument was acknowledged before me on this 13th day of August, 2012, by James P. Laurick, Trustee.



Notary Public for Oregon
My commission expires: 06/16/2014
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EXHIBIT A
LEGAL DESCRIPTION

Beginning at a point 36 feet East of Rock No. 2 at the center of the South boundary of Market Street as shown on the plat of First Addition to Bonanza, Oregon, and North 33°45' East 122.5 feet along the Easterly line of Market Street; thence South 56°15' East 140 feet; thence South 33°45' West 40 feet; thence North 56°15' West 140 feet to Market Street; thence North 33°45' East 40 feet to the point of beginning.

ALSO, beginning at a point which is 36 feet East and North 33°45' East 122.5 feet from Rock No. 2 designating the center of the South boundary of Market Street; thence South 56°15' East 140 feet; thence North 33°45' East 50 feet; thence North 56°15' West 140 feet; thence South 33°45' West 50 feet to the point of beginning.

The above described parcels being a portion of the E 1/2 SW 1/4 of Section 10, Township 39 South, Range 11 East of the Willamette Meridian.