

WTC 9/6/07  
After recording, return to:  
Jeff Hill  
Hill Law PC  
4800 Meadows Suite 300  
Lake Oswego, OR 97035

2013-000245  
Klamath County, Oregon  
01/07/2013 03:42:29 PM  
Fee: \$57.00

## NOTICE OF DEFAULT AND ELECTION TO SELL

Jeffrey A. Hill, Successor Trustee under the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing described below, at the direction of the beneficiary, hereby elects to sell, pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, the real property described below (and certain personal property securing the defaulted obligation) at 1:30 P.M. ON JUNE 10, 2013, AT THE FRONT ENTRANCE TO THE KLAMATH COUNTY COURTHOUSE, 316 MAIN STREET, KLAMATH FALLS, KLAMATH COUNTY, OREGON, 97601.

The obligations of performance which are secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing hereinafter described are in default for reasons set forth below and the beneficiary declares all obligations due secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing described herein immediately due and payable and has instructed the trustee to sell the property to satisfy such obligations.

**GRANTOR: ALFRED ADAMS**

**BENEFICIARY: M. KEVIN MCRAE, TRUSTEE, M. KEVIN MCRAE CPA INC. PSP&T, ROBERT M. GREEN, TRUSTEE, ROBERT M. GREEN MD PROFIT SHARING 401K AND TRUST, AND JOHN M. WAHLAND, TRUSTEE, CUTTEN REALTY INC. DEFINED BENEFIT PLAN; BY ASSIGNMENT FROM REPROP FINANCIAL MORTGAGE INVESTORS, LLC**

**TRUSTEE: AMERITITLE** was the original trustee. JEFFREY A. HILL was appointed Successor Trustee. The mailing address of the successor trustee is Hill Law PC, 4800 Meadows, Suite 300, Lake Oswego, OR 97035 (telephone 541.848.4500).

**RECORDED TRUST DEED:** Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 15, 2007 recorded November 21, 2007 at Instrument Number 2007-019803 in the official records of Klamath County, Oregon.

**PROPERTY COVERED BY TRUST DEED:**

See Exhibit A Legal Description, attached hereto.

**DEFAULT:** The default for which the foreclosure is made is the failure to pay monthly installments as required under loan modification #2; the failure to pay outstanding late fees; the failure to pay the default stipulation of \$500 and an inspection fee of \$250; the failure to pay accruing regular and default interest; the failure to pay the loan fee; the failure to maintain insurance on the collateral; the failure to pay collection costs and attorney fees accruing due to the default; as well as any other default under the terms of the loan documents.

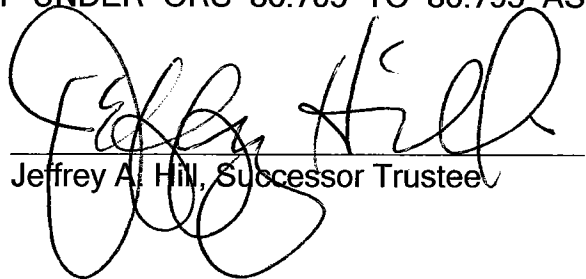
*5/11/13*

**SUM OWING ON OBLIGATION SECURED BY TRUST DEED:** The sum owing, secured by the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as of December 17, 2012 is \$450,140.71; plus regular interest, default interest and other charges accruing under the note until paid; plus attorney fees and other collection costs; plus trustee fees and costs; plus costs of foreclosure.

Notice is also given that any person named pursuant to 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, Assignment of Leases and Rents, Security Agreement and Fixture Filing 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 any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or to cure the default by paying all costs and expenses actually incurred in enforcing the obligation and the Trust Deed, Assignment of Leases and Rents, Security Agreement and Fixture Filing, together with trustee's and attorney's fees.

**NOTICE TO TENANTS:** TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.755 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF DEFAULT AND ELECTION TO SELL, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS, AS REQUIRED UNDER ORS 86.745, THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION.

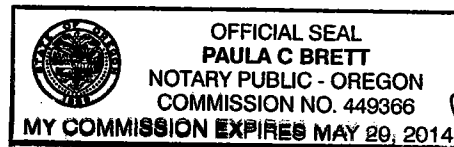
**NOTICE TO GRANTOR:** THE SECURITY INSTRUMENTS COVER BOTH REAL AND PERSONAL PROPERTY AND THE BENEFICIARIES HAVE ELECTED TO PROCEED WITH FORECLOSURE OF ALL PROPERTY UNDER ORS 86.705 TO 86.795 AS AUTHORIZED BY ORS 79.0604.

  
Jeffrey A. Hill, Successor Trustee

STATE OF OREGON  
COUNTY OF CLACKAMAS

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This instrument was acknowledged before me this 31st day of December, 2012 by Jeffrey A. Hill.



NOTARY PUBLIC for Oregon  
My commission expires: 5/20/14

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 10, 2013. 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 and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. 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 is included with this notice.

There are government agencies and nonprofit organizations that can give you information. For the name and phone number of an organization near you, please call the statewide phone contact number at 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its Web site at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>. or call 1-888-668-9406.

**Exhibit A**  
**Legal Description**

The E1/2 SW1/4, Government Lots 3 and 4, Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, and SE1/4 of Section 25, Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon.

ALSO a parcel of land situate in the S1/2 SE1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NW corner of the S1/2 SE1/4 of Section 30, thence South 00°11'15" East along the West line of said S1/2 SE1/4, 1221.23 feet; thence leaving said West line, North 45°32'28" East 39.08 feet to the point of curvature of a curve to the left; thence along the arc of a 170.00 feet radius curve concave to the North (delta = 44°28'07") a distance of 131.94 feet (long chord = North 23°18'35" East 128.65 feet), thence generally along a fence line, North 01°04'31" East 1076.01 feet to a point on the North line of the S1/2 SE1/4 of said Section 30; thence leaving said fence line South 89°56'16" West along said North line, 103.00 feet to the point of beginning.

SAVING AND EXCEPTING a parcel of land situate in the SE1/4 SW1/4 of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the South quarter corner of Section 30, Township 37 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, said corner being the quarter corner common to Sections 30 and 31 of said Township and Range, thence North 89°59'16" West along the South line of said Section 30, a distance of 166.00 feet; thence leaving the South line of said Section 30, and along the arc of a 170.00 feet radius curve concave to the North (delta = 44°28'06") a distance of 131.94 feet (long chord = North 67°46'41" East 128.65 feet); thence leaving said curve, North 45°32'38" East a distance of 65.30 feet to a point on the East line SE1/4 SW1/4 of said Section 30; thence South 00°11'15" East along said East line 94.45 feet to the point of beginning