



01/29/2013 09:25:44 AM

Fee: \$42.00

After recording return to:
Arthur P. Stangell, Attorney at Law
Willamette 205 Executive Suites
1800 Blankenship Rd, Ste 200
West Linn, OR 97068

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from CHRIS BRANDT & EMILY
BRANDT, Grantors

TO: ARTHUR P. STANGELL, Attorney at Law, Trustee
Willamette 205 Executive Suites
1800 Blankenship Rd, Ste 200
West Linn, OR 97068

SPACED RESERVED FOR RECORDERS USE

Reference is made to that certain trust deed made by **CHRIS BRANDT** and **EMILY BRANDT**, husband and wife, as grantor, to **FIRST AMERICAN TITLE CO.**, as Trustee, and **AUDRY LYNN SKINNER**, as Beneficiary, recorded in the Deed Records of Klamath County, Oregon as Fee No. 2009-004321. Said Trust Deed was assigned to **JESSE SKINNER** and **AMELIA WILLIAMS**, as successor beneficiaries, by instrument dated April 13, 2010, recorded April 19, 2010, in the Records of **KLAMATH** County, Oregon, Fee No. 2010-004648, and **ARTHUR P. STANGELL**, Attorney at Law was appointed successor trustee by instrument recorded January 3, 2013, in the Records of **KLAMATH** County, Oregon, Fee No. 2013-000059, for the following described real property situated in the above-mentioned county and state, to wit:

Beginning at a point in the West Line of Rogers Street (Formerly Paul Street) 120 Feet Southerly from the Southeast corner of Lot 4 in Block 8, Lakeside Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon, and running thence Southerly along the Westerly Line of said Rogers Street, 60 feet; thence Westerly at right angles to first course 100 feet; thence Northerly parallel with first course 60 feet; thence Easterly 100 feet to the Point of Beginning, situate in Lot 2 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being that parcel of land formerly designated as Lot 7 of Block 8, Lakeside Addition to the City of Klamath Falls, Oregon.

Commonly known as: 240 S. Rogers St., Klamath Falls, OR 97601.

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 the full remaining balance, principle and interest, of \$136,177.89, when due.

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:

\$135,629.69 with interest thereon at the rate of 7% per annum beginning January 1, 2012; plus late charges of \$10.00 each month beginning January 1, 2012, until paid; together with title expenses, costs, trustee's fees and attorneys fee incurred herein 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 therein.

Notice hereby is given that the beneficiary and trustee and beneficiaries, 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 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 **11:00am**, standard time as established by ORS 187.110, on **June 20, 2013**, at the following place: **On the front steps of the entrance to the Klamath County Courthouse, located at 316 Main St, Klamath Falls, OR 97601**, County of **Klamath**, State of Oregon, which is the hour, date and place first 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 or of any lessee or other person in possession of or occupying the property, except:

<u>Name and Last Known Address</u>	<u>Nature of Right, Lien or Interest</u>	
Precision Credit LLC Jim Bautista, Registered Agent 117 E. Pine Street Central Point, OR 97502	Trust Deed, Recorded in Klamath County Deed Records, Fee No. 2009-004322	\$1,773.71
State of Oregon c/o Klamath County Courts 316 Main Klamath Falls, OR 97601	Judgment Case No. 1100735CR Judgment Case No. 1101524CR Judgment Case No. 1102382CR	\$1,000.00 \$1,000.00 \$1,000.00
Hon Ellen F Rosenblum Oregon Department of Justice 1162 Court St NE Salem OR 97301	Judgment Case No. 1100735CR Judgment Case No. 1101524CR Judgment Case No. 1102382CR	\$1,000.00 \$1,000.00 \$1,000.00

Notice is further given that any person named in ORS 86.763 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 any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed and in addition to paying the 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 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 this 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.

This debt will be presumed to be valid unless you notify this firm in writing within thirty (30) days after receipt of this notice that you dispute the validity of the debt or any portion thereof. If you dispute the validity of this debt or any portion thereof and if you notify this firm of your dispute in writing within the thirty-day period, we will provide you with verification of the debt and mail such to you at the address to which this notice was sent. Upon your written request within the thirty-day period, we will provide you the name and address of the original creditor according to our records if different than the present creditor.

If you have previously been discharged through bankruptcy, you may have been released for personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only.

THIS NOTICE IS SENT FOR THE PURPOSE OF COLLECTING A DEBT. THIS FIRM IS ATTEMPTING TO COLLECT A DEBT ON BEHALF OF THE HOLDER AND OWNER OF THE NOTE. ANY INFORMATION OBTAINED BY OR PROVIDED TO THIS FIRM OR THE CREDITOR WILL BE USED FOR THAT PURPOSE.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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 INCORPORATED HEREIN, IS A NOTICE TO TENANTS 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, AS REQUIRED UNDER ORS 86.745.

Dated: Jan 24, 2013

ARTHUR P. STANGELL, Attorney at Law, Trustee

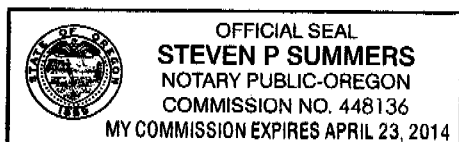



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State of Oregon, County of Clackamas) ss.

On January 24, 2013, before me, personally appeared Arthur P. Stangell, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Oregon that the foregoing paragraph is true and correct.

Witness my hand and official seal.




Notary Public for Oregon
My Commission Expires: 4/23/2014