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AFTER RECORDING RETURN TO:  
Valerie A. Tomasi [EAD]  
Tomasi Salyer Baroway  
121 SW Morrison, Suite 1850  
Portland, OR 97204

2013-008071

Klamath County, Oregon

07/16/2013 11:17:54 AM

Fee: \$67.00

**Exempt from Foreclosure Avoidance Mediation Fund: Beneficiary Exemption Affidavit recorded on January 14, 2013, as Recording No. 2013-000481, in the mortgage records of Klamath County, Oregon.**

### NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to a certain trust deed ("Trust Deed") made, executed and delivered by **Donald R. Darden and Beverly A. Darden**, as grantor, to **AmeriTitle**, as trustee, in favor of **Highland Community Federal Credit Union**, as beneficiary, dated September 4, 1998, and recorded on September 10, 1998, in Volume M98, Page 33334, in the microfilm records of Klamath County, Oregon. SOFCU Community Credit Union is the successor-by-merger of Highland Community Federal Credit Union. SOFCU Community Credit Union is now known as **First Community Credit Union**.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:

See attached Exhibit A.

There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made are:

1. Grantor's failure to pay assessments of the City of Klamath Falls which assessments attained priority over the Trust Deed;
2. Grantor's failure to pay real property taxes when due;
3. Commencement of a foreclosure proceeding by the Klamath County Tax Collector;
4. Grantor's failure to avoid having junior liens recorded against the Property; and
5. Grantor's failure to pay when due the following sums: arrearage in the sum of \$2,873.37 as of July 1, 2013, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale.

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By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

Payoff in the sum of \$42,658.89 as of July 1, 2013, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns.

Notice hereby is given that the beneficiary and trustee, by reason of said defaults, have elected and do hereby elect to foreclose said 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 above-described Property which the grantor had, or had the power to convey, at the time of the execution by grantor of the Trust Deed, together with any interest the grantor or grantor's successor in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by said 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.

Said sale will be held at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110 on **December 12, 2013**, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main Street, Klamath Fall, Oregon**, which is the hour, date and place last set for said sale.

Other than as shown of record, neither the said beneficiary nor the said trustee has any actual notice of any person having or claiming to have any lien upon or interest in the Property subsequent to the interest of the trustee in the Trust Deed, or of any successor in interest to the grantor or of any lessees or other persons in possession of or occupying the Property.

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 and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligations or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligations and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

**The NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit B, is incorporated herein by reference.**

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. UNLESS YOU NOTIFY US WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THE DEBT, OR ANY PORTION OF IT, WE WILL ASSUME THE DEBT IS VALID. IF YOU NOTIFY US, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE THAT YOU DO DISPUTE THE DEBT OR ANY PORTION OF IT, WE**

WILL PROVIDE VERIFICATION BY MAILING YOU A COPY OF THE RECORDS. IF YOU SO REQUEST, IN WRITING, WITHIN 30 DAYS AFTER RECEIPT OF THIS NOTICE, WE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR IF DIFFERENT FROM THE CURRENT CREDITOR.

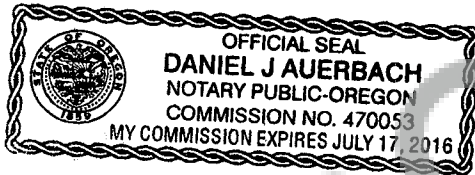
DATED: July 15, 2013.

*Valerie A. Tomasi*

Valerie A. Tomasi, Successor Trustee  
Tomasi Salyer Baroway  
121 SW Morrison, Suite 1850  
Portland, OR 97204  
Phone: 503-894-9900; fax: 971-544-7236

STATE OF OREGON            )  
  ) ss.  
County of Multnomah        )

This instrument was acknowledged before me on July 15, 2013, by Valerie A. Tomasi, Successor Trustee.



*Daniel J. Auerbach*  
Notary Public – State of Oregon

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

Real property in the County of Klamath, State of Oregon, described as follows:

**PARCEL 1:**

Lot 24 Block 13, FAIRVIEW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

AND ALSO beginning to the Southeast corner of Lot 24 in Block 13, of FAIRVIEW ADDITION; thence North 50 feet; thence East 44 feet; thence South 50 feet; thence West 44 feet to the plat of beginning, being a portion of the NW1/4 SE1/4 of Section 29, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

**PARCEL 2:**

The Northerly 40 feet of Lot 25, Block 13, FAIRVIEW 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 ALSO:

Beginning at the Northeast corner of Lot 25, Block 13, FAIRVIEW ADDITION to the City of Klamath Falls, Oregon, thence Easterly along the Northerly line extended of said Lot 25 a distance of 44 feet; thence Southerly parallel to the Easterly line of said Lot 25 a distance of 40 feet; thence Westerly parallel to said Northerly line of Lot 25 extended a distance of 44 feet to the Easterly line of said Lot 25; thence Northerly along the Easterly line of said Lot 25 to the point of beginning.

Tax Parcel Number: R303040 and R303059

**EXHIBIT B**  
**NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **December 12, 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:**

- 1) THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**
- 2) 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.

**HOW TO FIND 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 website 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 [www.oregonlawhelp.org](http://www.oregonlawhelp.org).