

EC

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



NOTICE OF DEFAULT AND ELECTION TO SELL

James J. Bellet and Sherry A. Bellet, husband and wife
2346 Nile St.
Klamath Falls, OR 97603

Grantor's Name and Address

J. Terrence Bittner/Bittner & Hahs, P.C.
4949 SW Meadows Rd., Ste 260
Lake Oswego, OR 97035

Trustee's Name and Address

American Safety Casualty Insurance Company
23901 Calabasas Rd., Ste. 1085
Calabasas, CA 91302

Beneficiary's Name and Address

After recording, return to (Name and Address):

J. Terrence Bittner/Bittner & Hahs, P.C.
4949 SW Meadows Rd., Ste 260
Lake Oswego, OR 97035

2013-008433

Klamath County, Oregon

07/25/2013 12:18:55 PM

Fee: \$42.00

SPACE RESERVED
FOR
RECORDER'S USE

Reference is made to that certain trust deed made by James J. Bellet and Sherry A. Bellet, husband and wife

J. Terrence Bittner, as grantor, to
J. Terrence Bittner, as trustee,
in favor of American Safety Casualty Insurance Company, as beneficiary,
dated July 18, 2008, recorded on November 6, 2008, in the Records of
Klamath County, Oregon, in ☐ book ☐ reel ☐ volume No. _____ at page _____
and/or as ☐ fee ☐ file ☒ instrument ☐ microfilm ☐ reception No. 2008-015042 (indicate which), covering the following
described real property situated in the above-mentioned county and state (*legal description of property*):
Situating in the State of Oregon, County of Klamath and is described as follows:

The North 237.3 feet of the Lots 1 and 2 in Block 2 of HOMELAND TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, except a portion deeded to the State of Oregon in Volume 354 for widening of South Sixth Street.

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 default of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums:

The principal sum of \$86,485.19 and interest of \$19,229.04 through August 31, 2013, plus interest on the principal at the rate of 9.00 percent per annum, from September 1, 2013, until paid; prepayment premium, if applicable; \$420.00 cost of foreclosure report; attorney's fees, trustee's fees, together with any other sums due or that may become due under the Note or by reason of this foreclosure and any further advances made by Beneficiary as allowed by the Note and Deed of Trust.

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:

Balance of principal and interest of \$105,714.23 through August 31, 2013, plus interest on the principal at the rate of 9.00 percent per annum, from September 1, 2013, until paid; prepayment premium, if applicable; \$420.00 cost of foreclosure report; attorney's fees, trustee's fees, together with any other sums due or that may become due under the Note or by reason of this foreclosure and any further advances made by Beneficiary as allowed by the Note and Deed of Trust.

(CONTINUED)



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 the hour of 10:00 o'clock, A .M, in accord with the standard of time established by ORS 187.110 on December 9, 2013, at the following place: Klamath County Courthouse, front entrance
316 Main St. in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the 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:

Name and Last Known Address	Nature of Right, Lien or Interest
James J. and Sherry A. Bellet, 2346 Nile St., Klamath Falls, OR 97603	Trust Deed grantors
Bullet Properties LLC, c/o Sophia Homfeldt, registered agent 5900 S. 6th St., Ste , Klamath Falls, OR 97603	Successor property owner
Sterling Savings Bank, Attn: Asset Management 111 N. Wall St., Spokane, WA 99201	Successor lender on prior Deed of Trust
Occupant, 5854 S. 6th St., Klamath Falls, OR 97603	Potential occupant of premises

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 (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 instrument, where the context so requires, 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, and all grammatical changes shall be made so that this instrument shall apply equally to businesses, other entities and to individuals.

IN WITNESS WHEREOF, the undersigned has executed this instrument on July 25, 2013
any signature on behalf of a business or other entity is made with the authority of that entity.


J. Terrence Bittner

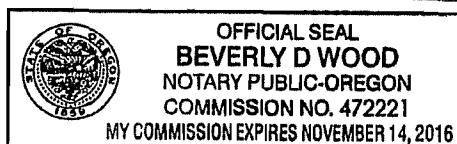
☒ Trustee ☐ Beneficiary (INDICATE WHICH)

STATE OF OREGON, County of Clackamas ss.

This instrument was acknowledged before me on July 25, 2013
by J. Terrence Bittner, Trustee

This instrument was acknowledged before me on _____

by _____
as _____
of _____




Notary Public for Oregon

My commission expires 11/14/2016