



2013-012874  
Klamath County, Oregon  
11/18/2013 12:56:08 PM  
Fee: \$57.00

ALL TRANSACTIONS, ORS: 205.234  
AFTER RECORDING RETURN TO:  
Hershner Hunter, LLP  
Attn: Lisa Summers  
PO Box 1475  
Eugene, OR 97440

1. NAME OR TITLE OF THE TRANSACTION(S) -- ORS 205.234(a):

TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL UNDER TERMS OF  
TRUST DEED

2. GRANTOR ON NOTICE OF DEFAULT:

NANCY K. CARY, SUCCESSOR TRUSTEE

3. GRANTEE ON NOTICE OF DEFAULT:

MARCUS M. HENDERSON AND TRANG T. HENDERSON

4. BENEFICIARY:

WASHINGTON FEDERAL, SUCCESSOR BY MERGER TO SOUTH VALLEY BANK &  
TRUST

5. OREGON FORECLOSURES AVOIDANCE PROGRAM INFORMATION:

See Affidavit of Filing the Beneficiary Exemption Affidavit that is being recorded  
concurrently with this Notice of Default.

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED  
INSTRUMENTS FOR RECORDING, ANY ERRORS CONTAINED IN THIS COVER SHEET DO  
NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENTS THEMSELVES.

57.00

TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL  
UNDER TERMS OF TRUST DEED

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.745, the following information is provided:

1. PARTIES:

Grantor:	MARCUS M. HENDERSON AND TRANG T. HENDERSON
Trustee:	AMERITITLE
Successor Trustee:	NANCY K. CARY
Beneficiary:	WASHINGTON FEDERAL, SUCCESSOR BY MERGER TO SOUTH VALLEY BANK & TRUST

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

Lot 6 of TROUBADOR TRAIL- TRACT 1360, a resubdivision of Lots 1, 2 and 36 of Tract 1316 PARADISE HILL, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: May 19, 2005  
Recorded: Vol: M05, Page: 36455  
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: An interest only payment of \$653.23 for the month of August 2013; plus regular interest only payments for each month thereafter at the varying interest rate as set forth in the Note for the months of September 2013 through November 2013 and each month thereafter due the first of each month; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$124,753.37; plus varying interest at the rate set forth in the Note from June 15, 2013; plus late charges of \$102.48; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed.

7. TIME OF SALE.

Date: April 3, 2014

Time: 11:00 a.m.

Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. RIGHT TO REINSTATE. Any person named in ORS 86.753 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.753.

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NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 3, 2014. 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:

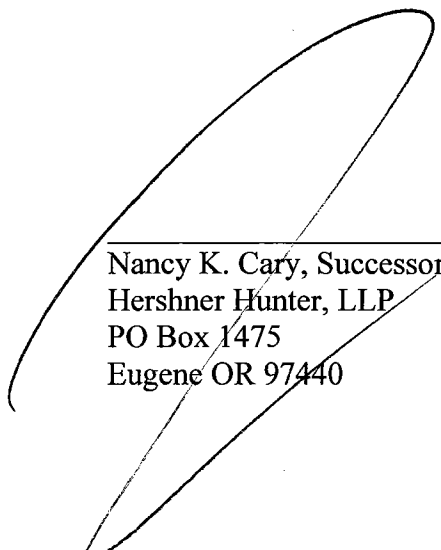
- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

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.

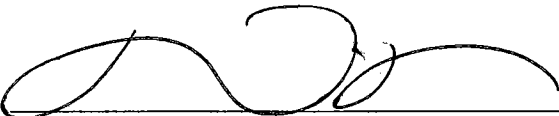
DATED: November 8, 2013.



Nancy K. Cary, Successor Trustee  
Hershner Hunter, LLP  
PO Box 1475  
Eugene OR 97440

STATE OF OREGON            )  
  ) ss.  
COUNTY OF LANE         )

The foregoing instrument was acknowledged before me on November 8, 2013, by Nancy K. Cary.



Notary Public for Oregon  
My Commission Expires: 01/28/2016

(TS #15148.30904)  
Telephone: (541) 686-0344

