



2013-013184

Klamath County, Oregon

11/26/2013 03:30:12 PM

Fee: \$62.00

AFTER RECORDING RETURN TO:

Anderson & Monson, P.C.
8625 SW Cascade Avenue, Suite 450
Beaverton, Oregon 97008.

BENEFICIARY IS AN EXEMPT LENDER/BENEFICIARY. BENEFICIARY HAS FILED AND RECORDED IT'S OREGON FORECLOSURE AVOIDANCE PROGRAM BENEFICIARY EXEMPTION AFFIDAVIT PRIOR TO RECORDING THE NOTICE OF DEFAULT.

NOTICE OF DEFAULT AND ELECTION TO SELL

The trust deed to be foreclosed pursuant to Oregon law is referred to as follows (the "Trust Deed"):

Grantor:	Seth Wayne Hartman, Sr. and Gloria Jean Hartman, husband and wife
Trustee:	Aspen Title & Escrow, Inc.
Beneficiary:	Premier Finance
Date:	September 7, 2001
Recording Date:	September 12, 2001
Recording Reference:	Vol M01, Page 46298
County of Recording:	Klamath County

AmericanWest Bank is the successor beneficiary and owner and holder of the note by merger with PremierWest Bank, which was the successor in interest to Premier Finance ("Beneficiary").

TRUSTEE: The Successor Trustee is Miles D. Monson and the mailing address of the Successor Trustee is: Miles D. Monson, "TRUSTEE", Anderson & Monson, P.C., 8625 SW Cascade Avenue, Suite 450, Beaverton, Oregon 97008.

1 - NOTICE OF DEFAULT AND ELECTION TO SELL

The Trust Deed covers the following described real property in the County of Klamath and State of Oregon, ("the Property"):

Lot 14, Block 8, ALTAMONT ACRES, in the County of Klamath, State of Oregon.

The Grantors or other person owing the debt has defaulted as provided under the Trust Deed, and such default allows Beneficiary to foreclose the Trust Deed.

The default for which foreclosure is made is:

The Grantors' failure to pay when due the following sums: Monthly installments of \$707.35 beginning March 15, 2013 through the installment due May 15, 2013, plus late charges of \$483.41.

The sum owing on the obligation that the Trust Deed secures (the "Obligation") is:

\$77,782.45 together with interest of \$2,107.42 through May 9, 2013, plus interest on \$77,782.45 at the rate of 9.50 percent per annum from May 10, 2013 until paid, together with Trustee's fees, attorney's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the Trust Deed.

By reason of the default, the Beneficiary and the Trustee elect to sell the Property to satisfy the Obligation and to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795. At public auction, the Trustee shall sell to the highest bidder for cash the interest in the Property which the Grantors had, or had the power to convey, at the time of the execution by Grantors of the Trust Deed, together with any interest Grantors or Grantors' successors in interest acquired after the execution of the Trust Deed, to satisfy the Obligation.

The Property will be sold to satisfy the Obligation.

The date, time and place of the sale is:

Date: APRIL 29, 2014

Time: 1:00 P.M.

Place: KLAMATH COUNTY COURTHOUSE, FRONT STEPS, 316 MAIN STREET, IN THE CITY OF KLAMATH FALLS, COUNTY OF KLAMATH AND STATE OF OREGON.

RIGHT TO CURE

The right exists under ORS 86.753 to have this foreclosure proceeding dismissed and the Trust Deed reinstated by doing all of the following at any time that is not later than five days before the date last set for the sale:

- (1) Paying to the Beneficiary the entire amount then due (other than such portion as would not then be due, had no default occurred);
- (2) Curing any other default complained of herein that is capable of being cured by tendering the performance required under the Trust Deed; and
- (3) Paying all costs and expenses actually incurred in enforcing the Obligation and Trust Deed, together with Trustee's and attorney's fees not exceeding the amounts provided by ORS 86.753.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for APRIL 29, 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.

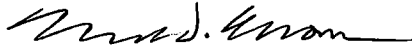
IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for 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.

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. 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>.

In construing this notice, 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.

Bankruptcy Information: The personal liability of the grantors to pay the debt owed to Beneficiary was discharged in the grantors' chapter 7 bankruptcy, however, the Trust Deed lien against the real property described above remains in existence and is in full force and effect. Beneficiary will not seek to enforce any debt obligation as a personal liability of the grantors as a discharge order was entered in their chapter 7 bankruptcy case. Beneficiary is merely foreclosing its lien which will not be affected by any bankruptcy discharge.

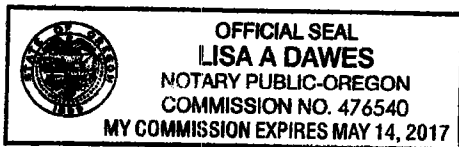
DATED: November 25, 2013.



Miles D. Monson
Successor Trustee
8625 SW Cascade Avenue, Suite 450
Beaverton, Oregon 97008.
Telephone: (503) 646-9230

STATE OF OREGON)
) ss.
County of Washington)

On this 25th day of November, 2013, personally appeared the above-named Miles D. Monson, Successor Trustee, and acknowledged the foregoing instrument to be his voluntary act and deed.


NOTARY PUBLIC FOR OREGON

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6 - NOTICE OF DEFAULT AND ELECTION TO SELL