

187 2090 706

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE
PERSON REPRESENTING THE ATTACHED INSTRUMENT
FOR RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

2013-013350
Klamath County, Oregon
12/04/2013 09:04:52 AM
Fee: \$97.00

After Recording Return To:

Northwest Trustee Services, Inc
PO Box 997
Bellevue, WA 98006-0997

1. Title(s) of the Transaction(s) ORS 205.234(a):

Affidavit of Compliance
Rescission of Notice of Default
Notice of Default and Election to Sell
Beneficiary Exemption Affidavit

2. Direct Party/Grantor(s) and address ORS 205.125(1)(b) and ORS 205.160:

First American Title

3. Indirect Party/Grantee(s) and address ORS 205.125(1)(a) and ORS 205.160:

David Levi Sonneman

4. Send Tax Statements To:

No Change

5. True and Actual Consideration:

N/A

6. Deed Reference:

2007-011058

F.
82.00

FTER RECORDING, RETURN TO:
Northwest Trustee Services, Inc.
PO Box 997
Bellevue, WA 98006-0997

AFFIDAVIT OF COMPLIANCE
With Oregon Laws 2013, chapter 304, section 9

Grantor:	David Levi Sonneman, Married Individual
Beneficiary:	Nationwide Advantage Mortgage Company
Trustee:	Northwest Trustee Services, Inc.
Property Address:	4964 Gatewood Drive, Klamath Falls, OR 97603
Instrument Recording No. :	2007-011058

I, the undersigned, being duly sworn, hereby depose and say that:

- (1) I am the Associate Vice President of Nationwide Advantage Mortgage Company, who is the beneficiary of the above referenced residential trust deed and who:

☒ is exempt pursuant to Oregon Laws 2013, chapter 304, section 2(1)(b)(A) from participation in resolution conferences with grantors as required by Oregon Laws 2013, chapter 304, section 2(1)(a). A copy of the affidavit of exemption under Oregon Laws 2013, chapter 304, section 2(1)(b)(A) is on file with the Oregon Attorney General; or

☐ participated in the resolution conference process referenced above.

- (2) The beneficiary has determined that the grantor(s) of the residential trust deed is/are:

☐ not eligible for a foreclosure avoidance measure; or

☒ has not complied with the terms of a foreclosure avoidance measure to which the grantor(s) has/have agreed; or

☐ has not requested a foreclosure avoidance measure

- (3)
☒ The beneficiary mailed written notice, in plain language explaining the basis for the beneficiary's determination above, to the grantor(s) and to the Oregon Department of Justice within 10 days after making the determination as required by Oregon Laws 2013, chapter 304, section 9(1)(a) and (b); or

☐ The borrower did not request a foreclosure avoidance measure

Rescission of Notice of Default

Re: Trust Deed from
David Levi Sonneman, Married Individual Grantor
To
Northwest Trustee Services, Inc. Trustee

After Recording Return to
Attn: Nanci Lambert
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997

Reference is made to that certain trust deed dated 06/18/07 in which David Levi Sonneman, Married Individual was grantor, Ameri-Title was trustee and Mortgage Electronic Registration Systems, Inc. solely as nominee for Nationwide Advantage Mortgage Company was beneficiary and recorded 06/19/07, as 2007-011058 and Loan Modification # 2009-010062 of the mortgage records of Klamath County, Oregon. The trust deed conveyed to the trustee the following real property situated in said county:

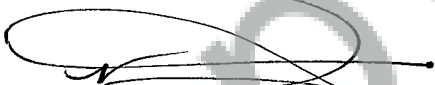
As described in said Trust Deed

A notice of grantor's default under said trust deed, containing the beneficiary's or trustee's election to sell all or part of the above described real property to satisfy grantor's obligations secured by the trust deed was recorded on 11/19/2013, in the mortgage records of Klamath County, as 2013-012954.

NOW, THEREFORE, notice hereby is given that the undersigned trustee does hereby rescind, cancel and withdraw the notice of default and election to sell. It being understood, however, that this rescission shall not be construed as waiving or affecting any breach or default—past, present or future—under the trust deed or as impairing any right or remedy thereunder, or as modifying or altering in any respect any of the terms, covenants, conditions or obligations thereof, but is and shall be deemed to be only an election without prejudice, not to cause a sale to be made pursuant to the notice so recorded.

IN WITNESS WHEREOF, the undersigned trustee has executed this document; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by an officer duly authorized thereto by order of its Board of Directors.

Dated: 11/26/2013


Northwest Trustee Services, Inc. Trustee
Northwest Trustee Services, Inc. is successor by
merger to Northwest Trustee Services, PLLC
(formerly known as Northwest Trustee Services,
LLC)

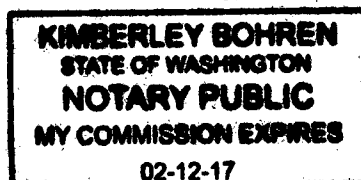
STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

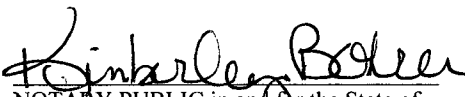
NANCI LAMBERT

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as an Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/26/13

File Number: 7471.20902




NOTARY PUBLIC in and for the State of
Washington, residing at Renton
My commission expires 2/12/17

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by David Levi Sonneman, Married Individual, as grantors, to Ameri-Title, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Nationwide Advantage Mortgage Company, as beneficiary, dated 06/18/07, recorded 06/19/07, in the mortgage records of Klamath County, Oregon, as 2007-011058 and Loan Modification # 2009-010062, and subsequently assigned to Nationwide Advantage Mortgage Company by Assignment recorded as 2010-011485, covering the following described real property situated in said county and state, to wit:

Lot 2 in Block 4, Tract 1035, Gatewood, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 4964 Gatewood Drive
Klamath Falls, OR 97603

There is a default by the grantor or other person owing an obligation or by their successor in interest, the performance of which is secured by said trust deed, or by their 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 grantors' failure to pay when due the following sums: monthly payments of \$1,599.00 beginning 12/01/11; plus late charges of \$0.00 each month beginning 12/16/11; plus prior accrued late charges of \$1,738.61; plus advances of \$4,731.84; together with title expense, costs, trustee's fees and attorney's fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described real property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to wit: \$240,058.27 with interest thereon at the rate of 7.375 percent per annum beginning 11/01/11; plus late charges of \$0.00 each month beginning 12/16/11 until paid; plus prior accrued late charges of \$1,738.61; plus advances of \$4,731.84; together with title expense, costs, trustee's fees and attorneys fees incurred herein by reason of said default; any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice is hereby given that the beneficiary and trustee, by reason of said 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 the grantor had, or had the power to convey, at the time grantor executed the trust deed, together with any interest the grantor or grantor's successors 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 reasonable fees of trustee's attorneys.

NOTICE OF DEFAULT AND ELECTION TO SELL

**RE: Trust Deed from
Sonneman, David L.
Grantor
to
Northwest Trustee Services, Inc.,
Successor Trustee**

File No. 7471.20902

**For Additional Information:
After Recording return to:
Nanci Lambert
Northwest Trustee Services, Inc.
P.O. Box 997
Bellevue, WA 98009-0997
(425) 586-1900**

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 **April 7, 2014**, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the sale.

Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.745 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.northwesttrustee.com.

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 every other default complained of herein by tendering the performance required under the obligation or trust deed, in addition to paying said 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's fees not exceeding the amounts provided by said ORS 86.753. Requests from persons named in ORS 86.753 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 7, 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com.

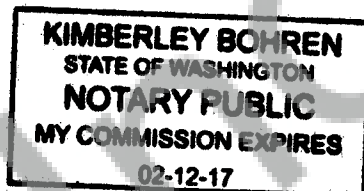



Northwest Trustee Services, Inc., Trustee
Northwest Trustee Services, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that NANCI LAMBERT is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as an Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

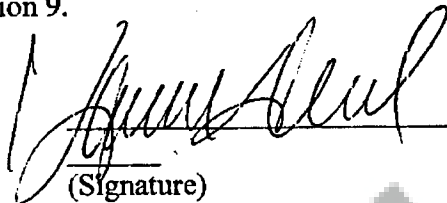
Dated: 11/26/13




NOTARY PUBLIC in and for the State of
Washington, residing at Remton
My commission expires 2/12/17

(4) By reason of the above, the beneficiary has complied with the requirements of Oregon Laws 2013, chapter 304, section 9.





(Signature)
Karla K Neel
(Printed Name)

State of IOWA)

ss.

County of POLK)

Signed and sworn to (or affirmed) before me this 30th day of October, 2013, by Karla K Neel who is the Associate Vice President of Nationwide Advantage Mortgage Company (beneficiary).



Notary Signature, Evon Z Swanson

My commission expires: 12-5-14



After recording, return to:

Carrie L Neal
Nationwide Advantage Mortgage Company
1100 Locust Street, Dept 2009
Des Moines IA 50391-2009

OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT

Lender/Beneficiary:	Nationwide Advantage Mortgage Company
Jurisdiction*	State of Iowa

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Karla K Neal (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.735 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 10 [not to exceed 175];
2. The undersigned further certifies that she/he: [check only one of the following boxes]
☐ is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or
☒ is the Nationwide Advantage Mortgage Company [insert title] of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

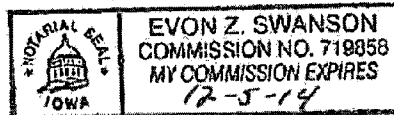
(Signature)

State of IOWA)
) ss.

County of Polk)

Signed and sworn to (or affirmed) before me this 25 day of August, 2013
by Karla K Neal

Evon Z Swanson
Notary Public for Nationwide Advantage Mort Co
My commission expires: 12-5-14



RECEIVED
AUG 26 2013

CIVIL ENFORCEMENT DIVISION

Form 300 V7/5/13