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AFTER RECORDING RETURN TO:
Willard L. Ransom, Successor Trustee
SORENSEN, RANSOM, FERGUSON & KIRCHOFF, LLP
133 NW D STREET
GRANTS PASS, OR 97526

2013-013653
Klamath County, Oregon
12/12/2013 01:21:25 PM
Fee: \$42.00

NOTICE OF DEFAULT AND ELECTION TO SELL

1. DESCRIPTION OF TRUST DEED. This notice refers to that certain trust deed executed by ANDREA ALVAREZ, as Grantor; to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, in favor of MICHAEL R. JONES, as Beneficiary, dated July 1, 2009, recorded July 10, 2009, in the Official Records of Klamath County, Oregon, as Document Number 2009-009454, covering the following described real property situated in said county and state, to-wit:

A portion of Lots 23 and 24 of HOMEDALE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the Southwesterly boundary of Lot 23 of HOMEDALE which point is North 66° 33' West, 360.5 feet from the most Southerly corner of said Lot 23; thence North 66° 33' West, 102.45 feet to a point; thence North 22° 15' East a distance of 295.7 feet to a point on the Northerly line of Lot 24; thence South 70° 37' East along the Northeasterly boundary of Lots 24 and 23 to a point 309.92 feet Northeasterly of the point of beginning; thence South 16° 58½' West 309.92 feet to the point of beginning.

As to that certain Mobile Home described as a 1979, Crownpointe, HID #226219, X Plate #161872, Serial #WAFIA913642824, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the uniform commercial code. Said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full.

As to that certain Mobile Home described as a 1971, FLTWD, HID #201228, X Plate #128710, Serial #S12067, this instrument shall constitute a security agreement entitling the beneficiary to all rights and remedies provided under the uniform commercial code. Said Mobile Home may not be removed from the property described herein until the balance secured hereby has been paid in full.

The undersigned hereby certifies that no assignments of the beneficial interest in the trust deed and no appointments of successor trustee have been made by the trustee or by the beneficiary, other than by instruments recorded in the official records of each county where the above-described real property is situated. There is no pending action that has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed.

2. DEFAULTS. The grantor is in default in grantor's obligations which are secured by the trust deed. The default pertains to those provisions in the trust deed which authorize sale in the event of default. The default for which the election to foreclose is made is grantor's failure to pay or perform the following obligations:

Failure to pay the monthly installments of \$333.33 due on the 10th day of each month falling due on December 10, 2012, through December 10, 2013, inclusive; and failure to pay all taxes levied or assessed against the property subject of the trust deed before any part of such taxes become past due or delinquent.

3. DECLARATION OF BALANCE DUE. By reason of said default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable. The sums now owing are the following, to-wit:

The entire unpaid principal balance of Forty Thousand Dollars (\$40,000), together with interest thereon at the rate of ten percent (10.00%) per annum from November 10, 2012, until paid; together with late charges of \$16.66 each accrued and continuing to accrue for each installment not paid within 10 days of the due date.

4. ELECTION TO FORECLOSE. Notice hereby is given that the beneficiary and trustee, by reason of the default, have elected to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to 86.795. The interest in the above-described property which the grantor had, or had the power to convey, at the time of the execution by the grantor of the trust deed, together with any interest the grantor or the grantor's successors-in-interest acquired after the execution of the trust deed, shall be sold at public

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auction to the highest bidder for cash, to satisfy the obligations secured by the trust deed, the expenses of the sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

5. TIME, DATE AND PLACE OF SALE. The sale will be held at the hour of 11 o'clock, A.M., in accord with the standard of time established by ORS 187.110 on Thursday, May 8, 2014, at the following place: the front entrance of the Klamath County Courthouse, 316 Main Street, in the City of Klamath Falls, County of Klamath, State of Oregon.

6. UNRECORDED CLAIM OF LIEN OR INTEREST. 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 which lien or interest is subsequent to the interest of the trustee in the trust deed, or of any successor in interest to the grantor, or of any lessee or other person in possession of or occupying the property, other than as shown of record, except the following:

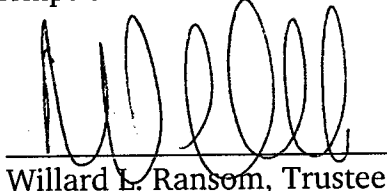
NAME AND LAST KNOWN ADDRESS	NATURE OF RIGHT, LIEN, OR INTEREST
NONE KNOWN	

7. RIGHT TO CURE DEFAULT. 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. In addition to paying the sums in default or tendering the performance necessary to cure the default, such party curing the default must pay all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee and attorney fees not exceeding the amounts provided by ORS 86.753.

8. GRAMMATICAL CHANGES IMPLIED. In this notice, the masculine gender shall include both the feminine and the neuter; the singular shall include 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.

9. FORECLOSURE AVOIDANCE MEDIATION EXEMPTION. The trust deed subject of this Notice of Default is not a residential trust deed as currently defined by ORS 86.705. The beneficiary is not subject to the foreclosure avoidance mediation provisions of Oregon Laws Oregon Laws 2012, Chapter 112, and is not required to provide the Claim of Exemption affidavit.

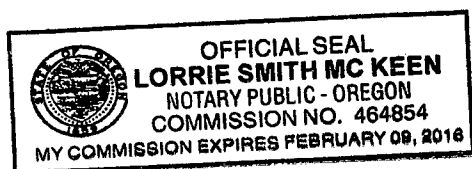
DATED: December 10, 2013

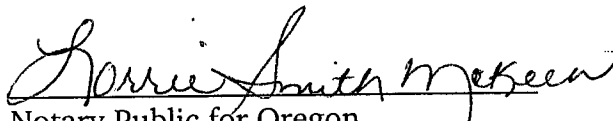

Willard L. Ransom, Trustee

Mailing Address of Trustee:
133 NW D Street
Grants Pass, OR 97526

STATE OF OREGON, County of Josephine) ss. December 10, 2013.

The foregoing instrument was acknowledged before me by Willard L. Ransom, as Trustee.




Notary Public for Oregon
My Commission Expires: 2/9/2016

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.