

**2014-000735**

**Klamath County, Oregon**

**01/27/2014 04:05:01 PM**

**Fee: \$62.00**

After recording, return to:

Miller Nash LLP  
c/o James M. Walker  
Successor Trustee & Attorney  
111 S.W. Fifth Avenue, Suite 3400  
Portland, Oregon 97204-3699

### **NOTICE OF DEFAULT AND ELECTION TO SELL**

1. This notice of default and election to sell is recorded pursuant to ORS 86.735(3) with respect to that line of credit trust deed (the "Trust Deed") dated **January 19, 2007**, by **Tina Marie Hanson and Larry Allen Hanson** located at 4230 El Cerrito Way, Klamath Falls, Oregon 97603 (the "Grantor"), to **U.S. Bank Trust Company, National Association** located at 111 S.W. Fifth Avenue, Suite 3500, Portland, Oregon 97204 (the "Trustee"), to secure payment and performance of certain obligations of Grantor to **U.S. Bank National Association** located at 4325 17<sup>th</sup> Avenue, S.W., Fargo, North Dakota 58103 (the "Beneficiary"), including repayment of a U.S. Bank Equiline Agreement dated **January 19, 2007**, in the principal amount of \$182,400 (the "Agreement").

2. The legal description of the real property covered by the Trust Deed is as follows:

A parcel of land situated in the State of Oregon, County of Klamath, with a street location address of 4230 El Cerrito Way, Klamath Falls, Oregon 97603-7790, currently owned by Tina Marie Hanson and Larry Allen Hanson having a tax identification number of OOR873468 and further described as Sunset Village 10<sup>th</sup> Addition Block 25 Lot 12.

3. The Trust Deed was recorded on **February 15, 2007**, as **Instrument No. 2007-002630** in the official real property records of Klamath County, Oregon.

4. The successor trustee hereby certifies that no action has been instituted to recover the obligation, 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).

5. The default for which the foreclosure is made is Grantor's failure to pay when due the following sums: monthly payments in full owed under the Agreement beginning July 2012 and each month thereafter; late charges in the amount of \$415.00 as of November 27, 2013, plus any late charges accruing thereafter; and expenses, costs, trustee fees and attorney fees.

6. By reason of said default, Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable which sums are as follows: (a) the principal amount of \$174,031.84 as of November 27, 2013, (b) accrued interest of \$17,844.36 as of November 27, 2013, and interest accruing thereafter on the principal amount at

the rate set forth in the Agreement until fully paid, (c) late charges in the amount of \$415.00 as of November 27, 2013, plus any late charges accruing thereafter and any other expenses or fees owed under the Agreement or Trust Deed, (d) amounts that Beneficiary has paid on or may hereinafter pay to protect the lien, including by way of illustration, but not limitation, taxes, assessments, interest on prior liens, and insurance premiums, and (e) expenses, costs and attorney and trustee fees incurred by Beneficiary in foreclosure, including the cost of a trustee's sale guarantee and any other environmental or appraisal report.

7. Notice is hereby given that by reason of said default, Beneficiary and the successor trustee have elected to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to ORS 86.795 and to sell the real property identified in paragraph 2 to satisfy the obligation that is secured by the Trust Deed.

8. The sale will be conducted on **June 17, 2014, at one o'clock (1:00) p.m., based on the standard of time established by ORS 187.110, just outside the main entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon.**

9. 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 Beneficiary of the entire amount then due (other than such portion of 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 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 and attorney fees not exceeding the amount provided by ORS 86.753.

10. 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 successor in interest, if any.

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### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 17, 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 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.

**IF 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.

Oregon State Bar – Lawyer Referral Service  
16037 Upper Boones Ferry Road  
Tigard, Oregon 97224  
503-684-3763 or toll-free in Oregon at 800-452-7636  
<http://www.osbar.org/public/ris/ris.html#referral>

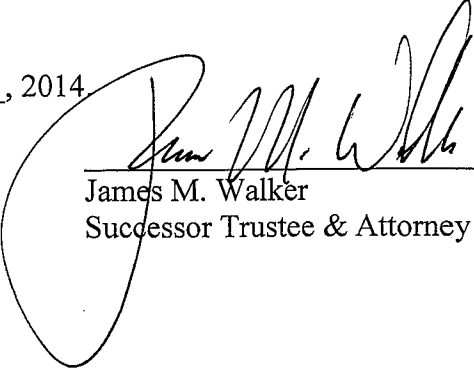
Legal Aid: <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>

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**In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.**


For further information, please contact James M. Walker at his mailing address of Miller Nash LLP, 111 S.W. Fifth Avenue, Suite 3400, Portland, Oregon 97204 or telephone him at (503) 224-5858.

DATED: January 15, 2014

  
James M. Walker  
Successor Trustee & Attorney

STATE OF OREGON                    )  
  ) SS  
COUNTY OF MULTNOMAH        )

This instrument was acknowledged before me on January 15, 2014, by James M. Walker, successor trustee and attorney.

  
Notary Public for Oregon  
My commission expires: 03/25/15

File No. 080090-0882

