

2014-005602

Klamath County, Oregon

05/27/2014 02:43:21 PM

Fee: \$57.00

RECORDING COVER SHEET (*Please Print or Type*)

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Pite Duncan, LLP.
4375 Jutland Drive Ste. 200
San Diego, CA 92117

TITLE(S) OF THE TRANSACTIONS(S) ORS 205.234(a): NOTICE OF DEFAULT

DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) AND 205.160:

1. Trustor(s): **THOMAS S KEITH, 703 FULTON ST, KLAMATH FALLS, OR 97601**
2. Beneficiary: **PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC, successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. doing business as Commonwealth United Mortgage Company, 3232 Newmark Drive, Miamisburg, OH 45342**

INDIRECT PARTY/GRANTEE(S) ORS 205.125(1)(a) and 205.160:

Trustee: Pite Duncan, LLP., 4375 Jutland Drive Ste. 200, San Diego, CA 92117

When recorded mail document to:

Clear Recon Corp.
4375 Jutland Drive Suite 200
San Diego, California 92117

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 015749-OR
Loan No.: *****6804
Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by THOMAS S KEITH, as Grantor, to AMERITITLE, as Trustee, in favor of NATIONAL CITY MORTGAGE CO DBA COMMONWEALTH UNITED MORTGAGE COMPANY, as Beneficiary, dated 2/27/2003, recorded 3/3/2003, in Book M03, Page 12955, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 7, BLOCK 8, FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON**

APN: R300837

**Commonly known as:
703 FULTON ST
KLAMATH FALLS, Oregon 97601**

The current beneficiary is:

**PNC Bank, National Association, successor in interest to National City Real Estate Services, LLC,
successor by merger to National City Mortgage, Inc., formerly known as National City Mortgage Co. doing
business as Commonwealth United Mortgage Company**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums:

Delinquent Payments:

<u>Dates:</u>	<u>No.</u>	<u>Amount</u>	<u>Total:</u>
7/1/2012 – 1/1/2013	7	\$314.07	\$2,198.49
2/1/2013 – 5/1/2014	16	\$313.42	\$5,014.72

CRC NOD 04172014

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<i>Late Charges:</i>	\$33.72
<i>Beneficiary Advances:</i>	\$1,743.00
<i>Foreclosure Fees and Expenses:</i>	\$732.00
TOTAL REQUIRED TO REINSTATE:	\$9,721.93
TOTAL REQUIRED TO PAYOFF:	\$39,927.51

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following:

Installment of Principal and Interest plus impounds and/or advances which became due on 7/1/2012 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust 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 grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of **10:00 AM.**, standard time, as established by ORS 187.110, on **10/6/2014**, at the following place:

On the front steps of the Circuit Court, 316 Main St, in the City of Klamath Falls, County of Klamath, OR 97601

Other than as shown of record, 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 subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

Name and Last Known Address
THE HEIRS AND DEVISEES OF THOMAS S
KEITH C/O MELVIN D. FERGUSON
ATTORNEY AT LAW
514 WALNUT AVE
KLAMATH FALLS, OR 97601

Nature of Right, Lien or Interest
Trustors

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have the foreclosure proceeding dismissed and the Deed of Trust 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 Deed of Trust, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorneys' fees not exceeding the amounts provided by ORS 86.778.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

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In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 5/23/2014

CLEAR RECON CORP
4375 Jutland Drive
San Diego, CA 92117
858-750-7600

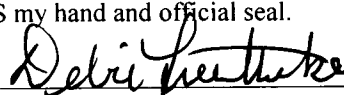
By: 
Hamsa Uchi, Authorized Signatory of Trustee

State of California)
) ss.
County of San Diego)

On 5/23/2014 before me, Debie Luetticke personally appeared Hamsa Uchi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

