

MC 100733

2014-005752  
Klamath County, Oregon  
05/30/2014 12:01:50 PM  
Fee: \$62.00

**NOTICE OF DEFAULT AND ELECTION TO SELL**

Reference is made to that certain trust deed made by Wilbur John Banta, as grantors, to AmeriTitle, as trustee, in favor of Eagle Home Mortgage, LLC, as beneficiary, dated 06/10/09, recorded 06/15/09, in the mortgage records of KLAMATH, Oregon, as 2009-008315 and subsequently assigned to OneWest Bank N.A. by Assignment recorded as 2014-004679, covering the following described real property situated in said county and state, to wit:

Lot 12 in Block 16, BUENA VISTA ADDITION 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.

Together with that portion of the alley that inures thereto, vacated by Ordinance No. 5661, recorded August 13, 1968 in Volume M68, page 7314, Microfilm Records of Klamath County, Oregon..

PROPERTY ADDRESS: 603 Mount Pitt Street  
Klamath Falls, OR 97601

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 grantor breach of the terms and conditions of the obligation secured by the deed of trust. The event of default under the note and deed of trust, pursuant to Section 9(b)(i) of the Deed of Trust, which provides that, "Lender may require immediate payment in full of all sums secured by this Security Instrument if... The property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower". The Default date of 10/24/2013 and pay the following sums: principal balance of \$64,566.42 with accrued interest from 09/24/2013; 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: \$64,566.42 with interest thereon at the rate of 3.57 percent per annum beginning 09/24/2013; plus advances of \$6,261.47; 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 OF DEFAULT AND ELECTION TO SELL**

**RE: Trust Deed from  
Banta, Wilbur John  
Grantor  
to  
Northwest Trustee Services, Inc.,  
Successor Trustee**

**File No. 7827.20617**

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

\$ 62.00

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 86.815 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.

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 **October 02, 2014**, at the following place: inside the 1st floor lobby of the Klamath County Courthouse, 316 Main Street, Klamath Falls, State of Oregon, which is the hour, date and place last set for the sale.

Notice is hereby given that a right exists, or may exist under ORS 86.778 to have the proceeding dismissed and the trust deed reinstated by paying the entire amount then due, together with costs, trustee's fees and attorney fees, and/or by curing any other default complained of in the notice of default, at any time that is not later than five days before the date last set for the sale.

Notice is further given that payoff quotes requested pursuant to ORS 86.778 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](http://www.northwesttrustee.com).

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 10/02/14. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, or the default is cured 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](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.northwesttrustee.com](http://www.northwesttrustee.com).

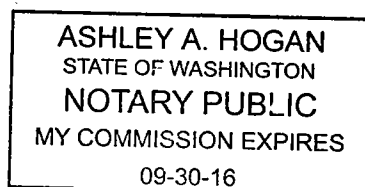


Northwest Trustee Services, Inc., Trustee  
Northwest Trustee Services, Inc.

STATE OF WASHINGTON       )  
  ) ss.  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Breanon Miller 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: May 28, 2014



NOTARY PUBLIC in and for the State of  
Washington, residing at Renton  
My commission expires 09-30-2016

JAN 10 2014

DEPARTMENT OF JUSTICE  
PORTLAND LEGAL

**OneWest Bank, FSB**  
**2900 Esperanza Crossing**  
**Austin, TX 78759**

<b>Lender/Beneficiary:</b>	OneWest Bank, FSB
<b>Jurisdiction*</b>	United States of America

I, Aaron Brown (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. As beneficiary, OneWest Bank, FSB 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: 163;
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 First Vice President 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) Aaron Brown

State of Texas )  
 ) ss.

County of Travis)

Signed and sworn to (or affirmed) before me this            day of JAN 09, 2014  
by Aaron Brown

Notary Public for \_\_\_\_\_ Texas

My commission expires: 01-30-2015

