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**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from
Clinton E. Bimemiller
PO Box 331
Sprague River, OR 97639
Grantor

To:
First American Title Insurance Co.
PO Box 599
Coos Bay, OR 97420
Trustee

After recording, return to (Name, Address, Zip):
PATRICK J. KELLY, Attorney at Law
717 NW Fifth Street
Grants Pass, OR 97526

SPACE RESERVED
FOR
RECORDER'S USE

County
I certify th
for record on
at _____ o'c
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception No. _____, Records of said County.
Witness my hand and seal of County affixed.

2014-008142
Klamath County, Oregon
08/05/2014 12:01:17 PM
Fee: \$87.00

Name Title
By _____, Deputy.

Reference is made to that certain Trust Deed made by **Clinton E. Bimemiller**, as Grantor, **First American Title**, as Trustee, in favor of **David E. Prince and Leana M. Prince, Trustees of The David E and Leana M Prince Trust dated November 15, 2006, PO Box 1228, Grants Pass, OR 97528**, as Beneficiary, dated **May 3, 2010**, recorded on **June 16, 2010**, in the Official Records of **Klamath County, Oregon**, in as Document No. **#2010- 007359**, covering the following described real property situated in the above-mentioned county and state, to-wit:

SEE ATTACHED EXHIBIT "A"

Said real property is commonly known as: **10428, 10432, 10438, and 10442 Highway 66, Klamath Falls, OR**

PATRICK J. KELLY, Attorney at Law, OSB #792882, is now the Successor Trustee. His office is located at 717 NW Fifth St., Grants Pass, OR 97526, and his telephone number is (541) 474-1908.

The beneficiary's interest in said trust deed was assigned to: **None**

The undersigned hereby certifies that no assignments of the trust deed 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 trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752.

(SEE NEXT PAGE)

There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the 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's failure to pay when due the following sums:

The July 16, 2013 monthly installment in the amount of \$1,153.01 and each month thereafter, plus buyer's fees of \$110.00, plus late charges of \$634.15.

By reason of the default, the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, those sums being the following, to-wit:

The unpaid principal balance in the amount of \$173,386.43 with interest thereon at 7% per annum from June 28, 2013 until paid, plus late charges of \$634.15.

Notice hereby is given that the beneficiary and/or trustee, by reason of the default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to 86.815. Pursuant to said statutes, the interest in the described property that grantor had, or had the power to convey, at the time that grantor executed the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed will be sold by the beneficiary and trustee, at public auction to the highest bidder for cash, 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 the reasonable fees of trustee's attorneys.

The sale will be held at the hour of **11:05** o'clock, AM., in accord with the standard of time established by ORS 187.110 on **January 2, 2015**, at the following place: **Front steps of 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.

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

Nature of Right, Lien or Interest

Notice is further given to any person named in ORS 86.778 that the right exists 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 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.

(SEE NEXT PAGE)

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for JANUARY 2, 2015 . 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 60 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 60 days, even though you have a fixed term lease with more than 60 days left. You must be provided with at least 60 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 60 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.**

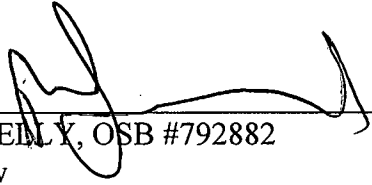
The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 60 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making 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 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.

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

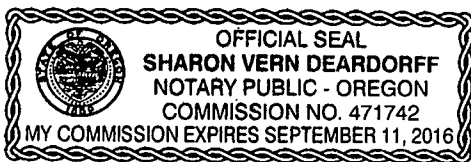
DATED: July 30, 2014

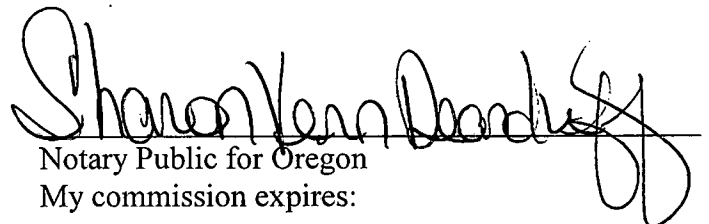


PATRICK J. KELLY, OSB #792882
Attorney at Law
717 NW Fifth Street
Grants Pass, OR 97526
(541) 474-1908 / (541) 471-2488 FAX
Pkelly@cpros.com

STATE OF OREGON, (County of Josephine) ss.

This instrument was acknowledged before me on July 30, 2014, by PATRICK J. KELLY, Attorney at Law, Successor Trustee.





Notary Public for Oregon
My commission expires:

FAIR DEBT COLLECTION PRACTICES ACT NOTICE

Trustee is a debt collector. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT "A"

LEGAL DESCRIPTION: Real property in the County of Klamath, State of Oregon, described as follows:

A PARCEL OF LAND LYING WITHIN THE BOUNDS OF THAT TRACT OF LAND RECORDED IN VOLUME M67, PAGE 3540, OF DEED RECORDS OF KLAMATH COUNTY, OREGON, DESCRIBED THEREIN AS BEING LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF ABOVE SAID TRACT OF REAL PROPERTY, WHICH CORNER IS DESCRIBED AS BEING ON THE SOUTH BOUNDARY OF AFORESAID SECTION 28, DISTANCE 2074.11 FEET EAST OF THE SOUTH QUARTER CORNER THEREOF; THENCE NORTH 25° 22' WEST 761.00 FEET ALONG THE WEST BOUNDARY OF AFORESAID TRACT OF REAL PROPERTY TO THE MOST NORTHWESTERLY CORNER THEREOF, BEING LOCATED ON THE SOUTHERLY RIGHT OF WAY BOUNDARY OF THE KLAMATH FALLS-ASHLAND HIGHWAY (ORE 66) THENCE NORTH 67° 02 1/2' EAST ALONG SAID TRACT OF REAL PROPERTY A DISTANCE OF 418 FEET BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 25° 22' EAST ALONG THE EAST BOUNDARY OF SAID TRACT OF REAL PROPERTY A DISTANCE OF 350.00 FEET; THENCE SOUTH 67° 02 1/2' WEST PARALLEL WITH THE AFORESAID SOUTHERLY RIGHT OF WAY OF THE KLAMATH FALLS-ASHLAND HIGHWAY A DISTANCE OF 252.00 FEET; THENCE NORTH 25° 22' WEST 350.00 FEET TO A POINT ON THE AFORESAID HIGHWAY BOUNDARY A DISTANCE OF 252.00 FEET FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 67° 02 1/2' EAST 252.00 FEET ALONG THE SAID BOUNDARY TO THE TRUE POINT OF BEGINNING.

NOTICE:
YOU ARE IN DANGER OF LOSING YOUR PROPERTY
IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at:

Street address: 10428, 10432, 10438, and 10442 Highway 66
City: State: ZIP: Klamath Falls, OR 97601

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called 'foreclosure.'

The amount you would have had to pay as of July 16, 2013 to bring your mortgage loan current was \$1,153.01. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call:(541) 474-1908 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

PATRICK J. KELLY, ATTORNEY
717 NW 5TH STREET
Grants Pass, OR 97526

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD
IF YOU DO NOT TAKE ACTION:

Date and time: January 2, 2015 at 11:05 am

Place: 316 Main Street, Klamath Falls, OR 97601

THIS IS WHAT YOU CAN DO TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Patrick Kelly, Attorney at (541) 474-1908 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, please call the statewide phone contact number at **1-855-480-1950**. You may also wish to talk to a lawyer.

If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its Web site at: **www.osbar.org**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://www.oregonlawhelp.org>**.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

DATED: July 30, 2014

Trustee name (print): Patrick J. Kelly

Trustee signature: _____

Trustee telephone number: (541) 474-1908

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT
15 USC SECTION 1692 (step 5)

1. The amount of the debt is stated in the Trustee's Notice of Sale attached hereto.
2. The beneficiary named in the attached Trustee's Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Trustee's Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within thirty (30) days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within thirty (30) days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Trustee's Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within the thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to:

Patrick Kelly, Attorney
717 NW 5th Street
Grants Pass, Oregon 97526
7. This communication is an attempt to collect a debt, and any information obtained will be used for that purpose.

Patrick J. Kelly
Attorney at Law
717 NW 5th Street
Grants Pass, OR 97526

Lender/Beneficiary:	David E. Prince and Leana M. Prince, Trustees of The David E. and Leana M. Prince Trust dated November 15, 2006.
Jurisdiction*	Oregon

David E and Leana M Prince, Trustees (printed name) being first duly sworn, depose, and state that:

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: 0 [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 *[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) DAVID E. PRINCE, Trustee

State of Oregon

) SS.

County of Josephine

LEANDER M. PRINCE, Trustee

Signed and sworn to (or affirmed) before me this 10th day of June, 2014.

by Davie E Prince and Leana M Prince, Trustees

Notary Public for **OREGON**

My commission expires: 9-11-2016

