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2014-013274

Klamath County, Oregon

12/26/2014 09:49:30 AM

Fee: \$62.00

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by Donald E Merritt Sr, A Married Person, as grantors, to Fidelity National Title Ins Co, as trustee, in favor of Wells Fargo Bank, N.A., as beneficiary, dated 12/26/07, recorded 12/31/07, in the mortgage records of KLAMATH, Oregon, as 2007-021645, covering the following described real property situated in said county and state, to wit:

Lot 3 in Block 2 Gatewood Tract No. 1035, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

PROPERTY ADDRESS: 4864 GATEWOOD DR
KLAMATH FALLS, OR 97603

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(a)(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 borrower dies and/or the Property is not the principal residence of at least one surviving Borrower". The Default date of 12/12/13 and pay the following sums: principal balance of \$167,394.78 with accrued interest from 12/12/13; plus advances of \$1,827.00 that represent appraisals, paid foreclosure fees and costs and property preservations; plus net limit interest in the amount of \$160.08; 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: \$167,394.78 with interest thereon at the rate of 1.11 percent per annum beginning 12/12/13; plus advances of \$1,827.00 that represent appraisals, paid foreclosure fees and costs and property preservations; plus net limit interest in the amount of \$160.08; 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
MERRITT, DONALD SR.**

**Grantor
to**

**Northwest Trustee Services, Inc.,
Successor Trustee**

File No. 7023.112511

For Additional Information:

After Recording return to:

Kathy Taggart

Northwest Trustee Services, Inc.

P.O. Box 997

Bellevue, WA 98009-0997

(425) 586-1900

F.
67.00

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 **05/04/15**, 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.

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 05/04/15. 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

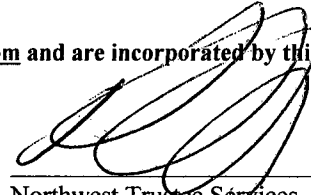
The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving 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 and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com.

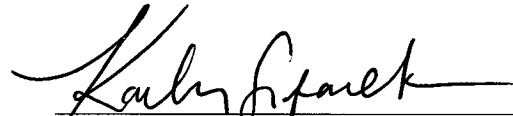


Northwest Trustee Services, Inc., Trustee
Northwest Trustee Services, Inc.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Kathy Taggart is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that 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: 12.23.14



NOTARY PUBLIC in and for the State of
Washington, residing at 15401 N 44th
My commission expires 8.31.16

KARLY FIFAREK
STATE OF WASHINGTON
NOTARY PUBLIC
MY COMMISSION EXPIRES
08-31-16

AFTER RECORDING RETURN TO:



CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM

Christopher Vasquez
For Wells Fargo
ATTN: SDDMT-MAC T7405-020
4101 Wiseman Blvd, Bldg 106
San Antonio, TX 78251-4200

7/28/2014

Grantor:	DONALD MERRITT SR
Beneficiary:	WELLS FARGO HOME MORTGAGE, INC
Property Address:	4864 Gatewood Dr Klamath Falls, OR 97603
Instrument / Recording No. Date / County	Instrument Number: 2007-021645 Recording Number: 2007-021645 Loan Number [REDACTED] 12/31/2007 Klamath
Case Number	BI-140515-2683

1. The Service Provider hereby certifies that:

☐

The beneficiary and/or its agent complied with the requirements of Oregon Laws 2013, Chapter 304, sections 2, 3, and 4;
or

☒

The grantor did not pay the required fee by the deadline.

2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 28 day of July, 2014.

April Curtis
Compliance Officer, Oregon Foreclosure Avoidance Program

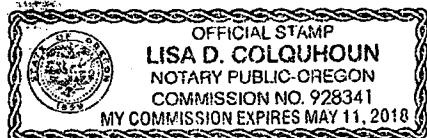
STATE OF OREGON)

County of Multnomah)

) ss.

The foregoing instrument was acknowledged before me on _____
as Compliance Officer of Mediation Case Manager.

July 28, 2014, by April Curtis
[Print Name]



Lisa D Colquhoun
Notary Public - State of Oregon
My Commission Expires: May 11, 2018