

2015-000032

Klamath County, Oregon

01/02/2015 02:36:41 PM

Fee: \$72.00

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:

Quality Loan Service Corporation
411 Ivy Street
San Diego, CA 92101
619-645-7711

- 1.) Title(s) of the transaction(s) ORS 205.234(a): **Notice of Default and Election to Sell**
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
QUALITY LOAN SERVICE CORPORATION OF WASHINGTON
Address: **411 Ivy Street**
San Diego, CA, 92101
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
VIRGINIA C PERDUE
Address: **1806 KANE STREET**
KLAMATH FALLS, OR, 97603
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: ***Not applicable***
- 5.) Send tax statements to: ***Not applicable***
- 6.) Satisfaction of order or warrant ORS 205.125(1)(e): ***Not applicable***

Check One: (*if applicable*) _____ Full or _____ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: ***Not applicable***

RERECORDED AT THE REQUEST OF _____ TO CORRECT
_____ PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____,
OR AS FEE NUMBER _____.

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from VIRGINIA C PERDUE , A
SINGLE MAN, Grantor

To QUALITY LOAN SERVICE CORPORATION
OF WASHINGTON - Successor Trustee

After recording return to:
Quality Loan Service Corp. of Washington
c/o Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

TS No: **OR-14-641350-NH**

CERTIFICATE OF COMPLIANCE WITH SB 558 IS ATTACHED

Reference is made to that certain trust deed made by **VIRGINIA C PERDUE , A SINGLE MAN** as grantor, to **AMERITITLE**, as trustee, in favor of **SEATTLE MORTGAGE COMPANY**, as beneficiary, dated **3/25/2005**, recorded **3/30/2005**, in the Records of **KLAMATH** County, Oregon, in Book M05 Page 21534 and/or as fee/file/instrument/microfilm/reception No. **xxx** , encumbering the following described real property situated in the aforementioned state and county:

APN: R-3909-002AB-05100-000

LOT 27 OF YALTA GARDENS. ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The undersigned hereby certifies that no written 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 86.735(4).

Please be advised that there has been 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 such a breach. The default for which foreclosure is made is:

BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the trust deed 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 of the execution by grantor of the trust deed, together with any interest grantor or grantor's successor-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 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 am**, in accordance with the standard of time established by ORS 187.110 on **5/15/2015**, at the following place: **At the main entrance to the County Courthouse, 316 Main St., Klamath Falls, OR 97601** County of KLAMATH, State of Oregon, which is the hour, date and place last set for 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 and Nature of Right, Lien or Interest

VIRGINIA PERDUE
1806 KANE STREET
KLAMATH FALLS, OR 97603
Original Borrower

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to the date last set for the sale, to have these foreclosure proceeding dismissed by curing any default complained of herein (if capable of being cured), as well as curing any new defaults that occur after the date of this Notice, by tendering the performance required under the obligation or trust deed and providing requisite proof of this cure. Tender of payment and/or performance must be made to: Champion Mortgage Company, whose contact information is:

(855) 683-3095
Champion Mortgage Company
350 Highland Drive
Lewisville, TX 75067

Please note, however, that you are not required to pay any costs or expenses actually incurred in enforcing the obligation or trust deed, and/or trustee or attorney fees, in order to cure the default. Instead, if you otherwise cure the default before the foreclosure sale, these sums will be added to the outstanding principal balance of your loan.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable. Regardless of whether or not the default(s) are curable, you may also avoid foreclosure by paying the entire amount of the obligation secured by your trust deed. As of the 12/30/2014, the total amount owed on your loan is: \$134,205.55.

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

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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.755 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF DEFAULT, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY A TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.745.

TS No: **OR-14-641350-NH**

Dated: 12/30/2014

**QUALITY LOAN SERVICE CORPORATION OF
WASHINGTON, as trustee**

Signature By: Nina Hernandez, Assistant Secretary

Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

For Non-Sale Information:

Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101
(866) 925-0241
Fax: 619-645-7716

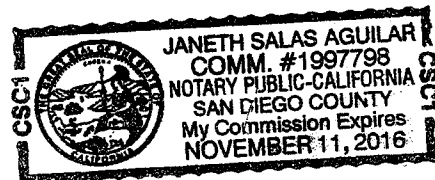
State of: California
County of: San Diego

On 12.30.14 before me, **JANETH SALAS AGUILAR** personally appeared Nina Hernandez, 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 Janeth Salas (Seal)
JANETH SALAS AGUILAR



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 5/15/2015. 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 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 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: (503) 684-3763; (800) 452-7636
Legal assistance: www.lawhelp.org/or/index.cfm**

AFTER RECORDING RETURN TO:



**CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM**

Casey Pence
For McCarthy & Holthus, LLP, For Champion Mortgage
1770 4th Avenue
San Diego, CA 92101

11/26/2014

Grantor:	Virginia C. Perdue
Beneficiary:	Nationstar Mortgage LLC d/b/a Champion Mortgage Company
Property Address:	1806 Kane Street Klamath Falls, OR 97603
Instrument / Recording No. Date / County	Instrument Number: 3909-002AB-05 1 00-000 Recording Number: VOL:M05 PAGE:21534 Loan Number: 846018 3/30/2005 Klamath
Case Number	BI-141009-6601

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.

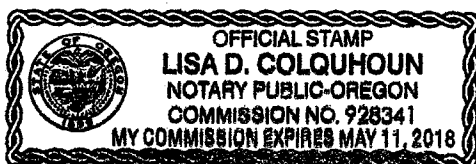
DATED this 26 day of November, 2014.

April Curtis
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

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

November 26, 2014, by April Curtis
[Print Name]



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