

2015-000980

Klamath County, Oregon



00164660201500009800040042

02/04/2015 09:30:50 AM

Fee: \$57.00

AFTER RECORDING RETURN TO:

Nathan J. Ratliff
620 Main Street
Klamath Falls OR 97601

Re: Trust Deed From:

Susan Dayle Scott
7403 Kress Dr.
Klamath Falls, OR 97603

To:

Nathan J. Ratliff, Successor Trustee
620 Main Street
Klamath Falls, OR 97601

SEND TAX STATEMENTS TO:

No Change

**NOTICE OF DEFAULT AND
ELECTION TO SELL**

Reference is made to that certain trust deed made by **SUSAN DAYLE SCOTT**, as grantor, to **NATHAN J. RATLIFF**, as successor trustee, in favor of **JANIS L. KALINA**, as beneficiary, dated July 1, 2003, recorded on July 7, 2003, in Volume M03, page 46600, of the Mortgage Records of Klamath County, Oregon (hereinafter referred to the "trust deed"), covering the following described real property situated in the above-mentioned county and state, to-wit:

Lot 12 in Block 2 of HENLEY ACRES, according to the official plat thereof
on file in the office of the County Clerk of Klamath County, Oregon.

Property ID.: R602538; Map ID No.: R-3910-031B0-01600-000

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 86.735(4).

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:

1. Payments (Principal and Interest in the amount of \$526.09 each):

05-07-2011 - 526.09	01-07-2012 - 526.09
08-08-2011 - 526.09	02-07-2012 - 526.09
10-04-2011 - 526.09	03-07-2012 - 526.09
11-07-2011 - 526.09	04-07-2012 - 526.09
12-07-2011 - 526.09	08-07-2012 - 526.09
	10-07-2012 - 526.09
	12-07-2012 - 526.09

01-07-2013 - 526.09	01-07-2014 - 526.09
03-07-2013 - 526.09	02-07-2014 - 526.09
04-07-2013 - 526.09	03-07-2014 - 526.09
05-07-2013 - 526.09	04-07-2014 - 526.09
07-07-2013 - 526.09	05-07-2014 - 526.09
08-07-2013 - 526.09	06-07-2014 - 526.09
09-07-2013 - 526.09	07-07-2014 - 526.09
10-07-2013 - 526.09	09-07-2014 - 526.09
12-07-2013 - 526.09	10-07-2014 - 526.09
	11-07-2014 - 526.09
01-07-2015 - 526.09	12-07-2014 - 526.09

Total of 33 Payments @ 526.09:

17,360.97

2. Unpaid Interest on Outstanding Principal Balance
as of 08-05-14:

5,152.12

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3. Real Property Taxes:¹

2011	1,340.92	
2012	1,350.54	
2013	1,204.82	
2014	<u>1,138.29</u>	
	5,034.57	<u>5,034.57</u>
TOTAL:		27,547.66

ALSO, if you have failed to pay taxes on the property, provide insurance on the property or pay other senior liens or encumbrances as required in the note and deed of trust, the beneficiary may insist that you do so in order to reinstate your account in good standing. The beneficiary may require as a condition to reinstatement that you provide reliable written evidence that you have paid all senior liens or encumbrances, property taxes, and hazard insurance premiums. These requirements for reinstatement should be confirmed by contacting the undersigned Trustee.

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

UNPAID PRINCIPAL IN THE AMOUNT OF \$87,342.50, PLUS UNPAID INTEREST AS OF AUGUST 5, 2014 IN THE AMOUNT OF \$5,152.12, PLUS INTEREST ON THE UNPAID PRINCIPAL BALANCE AT FIVE PERCENT (5%) PER ANNUM FROM AUGUST 6, 2014, UNTIL PAID, together with foreclosure costs, trustee fees, attorney fees, and sums required for the protection of the property and additional sums secured by the Deed of Trust.

NOTICE IS HEREBY GIVEN that the beneficiary and 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 86.795, 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 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 **10:30 A.M.**, in accord with the standard time established by ORS 187.110 on **MONDAY, JUNE 29, 2015**, at **620 MAIN STREET, KLAMATH FALLS, KLAMATH COUNTY, 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.

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 this foreclosure proceeding dismissed and the trust deed 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 trust deed, 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 trust deed, together with trustee's and attorney fees not exceeding the amounts provided by ORS 86.778.

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 this 3 day of Feb., 2015.



Nathan J. Ratliff, Successor Trustee

¹ These figures are subject to change with the assessment of additional interest.

STATE OF OREGON; County of Klamath) ss.

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME this 3 day of Feb, 2015, by Nathan J. Ratliff.



Kay Heath
NOTARY PUBLIC FOR OREGON
My Commission expires: 9-24-18

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **JUNE 29, 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 or 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 owner can have a 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 FORECLOSURES SALE FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

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 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with a least 30 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 FORECLOSURES 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 foreclosures ale may be willing to allow you to stay as a tenant instead of requiring you to move out at 30 days 60 days. 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 30 or 60 days. 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:

Lawyer Referral Service: 1-800-452-7636 (inside Oregon)

1-503-684-3763 (outside Oregon)

Legal Aid of Oregon: (541) 273-0533