

102376AM
AFTER RECORDING RETURN TO:
Erich M. Paetsch, OSB 993350
Saalfeld Griggs PC
P. O. Box 470
Salem, Oregon 97308-0470
Telephone: (503) 399-1070

2015-001827
Klamath County, Oregon
03/02/2015 11:25:54 AM
Fee: \$72.00

NOTICE OF DEFAULT AND ELECTION TO SELL

The Trust Deed described herein is a residential trust deed, as defined in ORS 86.705(6). This Notice of Default could be subject to the mandatory resolution conference requirements applicable to residential trust deeds being foreclosed in Oregon after July 11, 2012. See ORS 86.726. However, the lender and current beneficiary of the Trust Deed is exempt from the requirement, pursuant to ORS 86.726(1)(b). A copy of the beneficiary exemption affidavit for 2015 is on file with the Oregon Department of Justice.

A copy of the Exemption Affidavit, required pursuant to ORS 86.726(1)(b), is being recorded on behalf of Columbia State Bank, in the real property records of Klamath County, Oregon prior to recordation of this Notice of Default.

Reference is made to that certain Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (hereinafter "*Trust Deed*") made by Katherine N. Fletcher, as Grantor, to Deschutes County Title, as Trustee, in favor of Columbia State Bank, as Beneficiary, dated March 31, 2011, recorded April 20, 2011, in the mortgage records of Klamath County, Oregon as Document No. 2011-005024 and subsequently modified by Agreement dated October 26, 2011 and recorded November 14, 2011 as Document No. 2011-012747, and covering the following described real property situated in the above-mentioned county and state, to wit:

The NW ¼ and the N ½ of the SW ¼ in Section 1, Township 41 South,
Range 11 East, Willamette Meridian, Klamath County, Oregon.

EXCEPTING any portion lying within the Old Malin Highway or Paygr
Road.

Property Tax Account No.: 4111-00100-00800-000.

Real property or its address is commonly known as 25115 Old Malin Highway, Malin, OR 97632
(the "*Real Property*").

The undersigned hereby disclaims any liability for any incorrectness of the above-described street address or other common designation.

The undersigned as successor trustee 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 mortgage records of the county or counties in which the above-described Real Property is situated together with appointing Saalfeld Griggs PC as the current successor trustee; further, that 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(7).

There is a default by the Grantor or other person owing an obligation, the 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:

Loan No. 46721:

Grantor's failure to pay the full amount due and owing upon Maturity;

By reason of these maturity default, the current Beneficiary has and does hereby declare all sums owing on the Promissory Note secured by the Trust Deed immediately due and payable, those sums being the following, to wit:

Principal Balance:	\$273,312.05
Accrued Interest:	\$18,409.58
Appraisal Fees:	\$9,585.50
Default Interest:	\$37,627.17
Legal Fees:	\$12,780.99 (as of February 18, 2015)
Collection Fee:	\$3,500.00
Title Company Fee:	\$200.00
Total:	\$355,415.29*

*Total does not include accrued interest at the rate of \$136.66 per diem from February 19, 2015 until paid, additional late charges, expenditures, or trustee fees, and attorney fees and costs. A total payoff amount as of a specific date is available upon written request to the successor trustee.

Notice hereby is given that the current beneficiary and successor trustee, by reason of the default(s), have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.990, and to cause to be sold at public auction to the highest bidder for cash the interest in the Real Property without warranty, express or implied, which the Grantor had, or had the power to convey, at the time of the execution by Grantor of the Trust Deed, together with any interest the Grantor or Grantor's successor in interest acquired after the execution of the Trust Deed, to satisfy the Note secured by the Trust Deed and the expenses of the sale, including the compensation of the successor trustee as provided by law, and the reasonable fees of successor trustee's attorneys.

The sale will be held at the hour of 10:00 a.m. in accord with the standard of time established by ORS 187.110 on **Thursday, July 9, 2015** at the following place: Front Entrance of the 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 foreclosure sale. The successor trustee intends to foreclose upon the Real Property described above.

Notice is further given that any person named in ORS 86.778 has the right, at any time not later than five days before the date last set for the foreclosure sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by paying the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, expenditures, trustee's fees and attorney fees and costs, and by curing any other default(s) complained of in this

Notice of Default, that is capable of being cured by tendering the performance required under the Note or Trust Deed.

Other than as shown of record, neither the current beneficiary nor the successor trustee has any actual notice of any person having or claiming to have any lien upon or interest in the Real Property subsequent to the interest of the successor trustee in the Trust Deed, or of any successor in interest to the Grantors or of any lessee or other person in possession of or occupying the property, except:

Occupant(s) 25115 Old Malin Highway Malin, OR 97632	Occupant(s)
Katherine N. Fletcher 25115 Old Malin Highway Malin, OR 97632 Katherine N. Fletcher PO Box 6058 Bend, OR 97708 Katherine N. Fletcher 239 NW Outlook Vista Drive Bend, OR 97701	Grantor
Pacific Wood Works, Inc. fka T and R Moulding, Inc. PO Box 6058 Bend, OR 97708	
Frederick (Rick) Fletcher PO Box 6058 Bend, OR 97708	

Pursuant to ORS 86.786, not later than 15 days before the sale date specified herein, the trustee shall provide a statement of information upon receipt of a written request from any interested party.

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **10:00 A.M. on Thursday, July 9, 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:

- 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 at 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 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 30 or 60. 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.


If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service. You may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763 or toll-free in Oregon at 1-800-452-7636 or you may visit its website at: www.osbar.org. You may also contact the statewide consumer query assistance line at 1-855-480-1950. For more information and a directory of legal aid programs for free or low cost legal help, go to <http://www.oregonlawhelp.org> for more information.

The mailing address for the successor trustee, as referenced herein, is as follows:

Erich M. Paetsch, OSB 993350, Vice President of Successor Trustee
Saalfeld Griggs, P.C, Successor Trustee
P.O. Box 470
Salem, OR 97308-0470
Trustee's Telephone Number: 503-399-1070

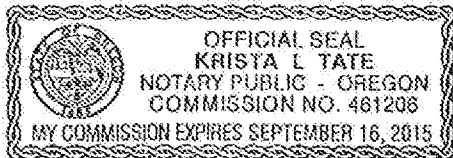
DATED: This 27th day of February, 2015.

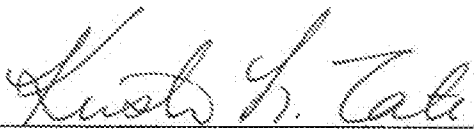
SAALFELD GRIGGS PC, SUCCESSOR TRUSTEE


By: Erich M. Paetsch, OSB 993350
Its: Vice President

STATE OF OREGON, County of Marion) ss.

This instrument was acknowledged before me on this 27th day of February, 2015, by Erich M. Paetsch, Vice President for Saalfeld Griggs, P.C., Successor Trustee.




Notary Public - State of Oregon