

After Recording Return To:
John D. Albert
Sherman Sherman Johnnie & Hoyt
PO Box 2247
Salem, OR 97308

2015-011303
Klamath County, Oregon
10/14/2015 02:10:27 PM
Fee: \$57.00

NOTICE OF DEFAULT AND ELECTION TO SELL

Donnie Ray Manes and Rhonda Kay Manes, husband and wife, as Grantors, made, executed, and delivered to First American Title, as Trustee (Sherman Sherman Johnnie and Hoyt, LLP is now the duly appointed Successor Trustee), in favor of Northwest Farm Credit Services, FLCA, as Beneficiary, that certain trust deed dated May 11, 2006, and recorded on May 17, 2006, as Volume M06, Page 09958, of the Records of Klamath County, Oregon, ("the Trust Deed"). The Trust Deed covers the following described real property situated in said County and State, commonly known as 32929 Ivory Pine Rd., Bly, Oregon 97622:

The SE ¼ NW ¼ of Section 19, Township 35 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
Property ID: R116617

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 mortgage records of the county in which the above-described real property is situated, and that the Beneficiary is the original Beneficiary on the Trust Deed and is the owner and holder of the obligations, the performance of which is secured by the Trust Deed; further, that no action, suit, or proceeding has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action or proceeding has been instituted, such action or proceeding has been dismissed except as permitted by ORS 86.752(7).

There is a default by the Grantors or other persons owing the obligations, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is Grantors' failure to pay when due the monthly installments according to the terms of the promissory note, secured by the Trust Deed described above, as follows:

\$81.49	Past due partial monthly payment for March 2015
\$11,408.74	Past due monthly payments of \$1,629.82 each, April – October 2015
60.00	NSF fees
488.94	Default/late fees 4/15/2015 – 9/15/15
<u>803.00</u>	Foreclosure Guarantee
\$12,842.17	TOTAL PAST DUE as of 10/5/2015

By power given the Beneficiary under the Trust Deed, Beneficiary herewith declares all sums due under the Trust Deed to be immediately due, owing, and payable without further demand and hereby invokes its power of sale and any other remedies permitted by applicable law.

The true amount due and owing the Beneficiary by the Grantors herein is as follows:

\$218,432.67	Principal
8,776.97	Unpaid interest balance
488.94	Default/late fees
60.00	NSF fees
<u>803.00</u>	Foreclosure guarantee
\$228,561.58	Balance due on Trust Deed as 10/5/2015 , interest accrues thereafter at the rate of 6.8% per annum (\$40.72 per diem) on the principal amount, from 10/5/2015, until paid in full.

Notice is hereby given that the undersigned, by reason of said default, has elected and he hereby does 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 said described property which the Grantors had, or had the power to convey, at the time of the execution by him of the Trust Deed, together with any interest the Grantors or their 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 a reasonable charge by the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

SALE of the above-described real property shall be held on **Tuesday, March 8, 2016, at 10:00 o'clock a.m.**, Pacific Time, on the front steps of the **Klamath County Courthouse, 316 Main St., Klamath Falls, Oregon**, which is the hour, date, and place fixed by the Trustee for said sale, as established by ORS 187.110.

Other than as shown of record, neither the said Beneficiary nor the said 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 the Grantors 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 to have the foreclosure proceeding dismissed and the Trust Deed reinstated by payment of the entire amount due (other than such portion of said principal as would not then be due had not default occurred), together with costs, trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778, at any time that is not later than five (5) days before the date set for said sale.

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.

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for March 8, 2016. 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 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:

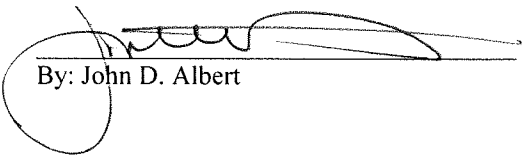
- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

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, you may contact the Oregon State Bar and ask for the lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at: <http://www.osbar.org>. 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. For more information and a directory of legal aid programs, go to: <http://www.oregonlawhelp.org>.

DATED this 14th day of October, 2015.

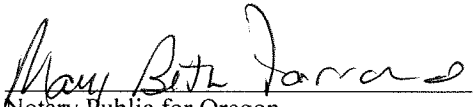
Sherman Sherman Johnnie & Hoyt, LLP
Successor Trustee


By: John D. Albert

STATE OF OREGON)
) ss.
County of Marion)

On this 14th day of October, 2015, personally appeared the above-named John D. Albert for Sherman Sherman Johnnie and Hoyt, LLP and acknowledged the foregoing instrument to be its voluntary act and deed. Before me:




Notary Public for Oregon

After recording, return to:

John D. Albert
Sherman Sherman Johnnie & Hoyt, LLP
PO Box 2247
Salem, OR 97308

RECEIVED
JAN 30 2015

DEPARTMENT OF JUSTICE
PORTLAND LEGAL

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**


Lender/Beneficiary:	Northwest Farm Credit Services, FLCA
Jurisdiction*	United States

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Craig Crider (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

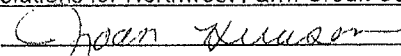
1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 3 [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 Sr. Vice President-Customer Solutions [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)

State of Washington)
) ss.

County of Spokane)

Signed and sworn to (or affirmed) before me this 9 day of January, 2015
by Craig Crider, Sr. Vice President-Customer Solutions for Northwest Farm Credit Service.


Notary Public for Washington

My commission expires: February 9, 2016

