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02/19/2016 10:47:49 AM

Fee: \$72.00

## NOTICE OF DEFAULT AND ELECTION TO SELL

RE: Trust Deed from Debra S. Wilson  
 To: Aspen Title & Escrow, Inc.  
 For the benefit of Lura K. Siglin

## AFTER RECORDING RETURN TO:

Richard Fairclo, Attorney at Law  
 409 Pine Street, Suite 209  
 Klamath Falls, Oregon 97601

## NOTICE OF DEFAULT AND ELECTION TO SELL

KNOW ALL MEN BY THESE PRESENTS, that Debra S. Wilson is the Grantor, Aspen Title & Escrow, Inc. is the Trustee, and Lura K. Siglin is the Beneficiary under that certain trust deed dated March 2, 2010, and recorded on March 12, 2010, in book/reel/volume No. 2010-003266, deed records of Klamath County, Oregon. Covering the following:

In Klamath County, Oregon:

Parcel 1: Lot 1, Block 2, First Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Parcel 2: Lot 3, Block 95, Buena Vista Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

TOGETHER WITH that portion of vacated Uerlings Street as vacated and described in Ordinance #5993, recorded October 25, 1974 in M74, page 13971, Microfilm Records of Klamath County, Oregon.

The current Trustee is Richard Fairclo, whose address is 409 Pine Street, Suite 209, Klamath Falls, Oregon 97601.

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 or counties in which the above described real property is situate; further, that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action has been instituted, such action has been dismissed.

There is a default by the grantor or other person owing an obligation, the performance of which is secured by said trust deed, or by their successor in interest, with respect to provisions thereon 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. Taxes assessed under Code No 001 Account No. R366525 Map No. R-3809-029CC-00400-000. The 2015-2016 taxes: \$185.31 plus interest.
2. Taxes assessed under Code No 001 Account No. M881609 Map No. M-097-13. The 2015-16 Taxes: \$318.08 plus interest and costs.
3. Taxes assessed under Code No 001 Account No. R367418 Map No. R-3809-029CD-08100-000. The 2015-2016 Taxes: \$27.84 plus interest and costs.
4. Payments in the amount of \$706.24 due and payable on October 1, 2015, and each every month thereafter, plus interest accruing at 5.9% per annum and late charges accruing at the rate of \$75.00 for each payment, for a total late charges presently owing of \$375.00, plus accruing charges and costs until paid.
5. Judgment in the State Circuit Court, County of Klamath, Creditor: Carter-Jones Collection Service, Inc., Debtor: Debra Sue Wilson, in the amount of \$1,917.85, plus accruing interest, costs and charges; Case No. 1300295 CV.
6. Judgment in the State Circuit Court, County of Klamath, Creditor: Credit Bureau of Klamath, Debtor: Debra Sue Wilson, in the amount of \$2,424.71 plus accruing interest, costs and charges; Case No. 1300496 CV.
7. Hazard insurance on the premises unpaid by Grantor and paid by Beneficiary in the amount of \$1,151.00, Trustee's Title Guaranty cost of \$260.00, plus other costs paid or to be paid by Beneficiary for protection of the property and obligations pursuant to said Trust Deed and Oregon Revised Statutes, which may accrue.

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: principal of \$124,428.23, plus accrued interest through January 31, 2016 of \$3,559.47, plus accruing interest of \$20.11 per day from February 1, 2016 until paid, plus charges as above set forth, plus accruing attorney, trustees fees and costs, including, but not limited to, any recording, service and other fees provided for and allowed by the terms of the Trust Deed and Oregon Revised Statutes.

Notice is hereby given that the beneficiary and trustee, by reason of said defaults, and each of them, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for case te interest in the said described property which the grantor had, or had the power to convey, at time of the execution by them of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the obligations secured by said trust deed and the expenses of the sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorney.

Said sale will be held at the hour of 11:00 A.M. Pacific Daylight Time as established by Section 187.110 of Oregon Revised Statutes on July 11, 2016, at the following place: 409 Pine Street, Suite 209, Klamath Falls, Oregon 97601, which is the hour, date and place fixed by the trustee of said sale.

Other than as shown of record, neither the said beneficiary or 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 grantor or of any lessee or other person in possession of or occupying the property, except:

Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes has the right, at any time prior to five days before the trustee conducts 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 and trust deed, together with trustee's and attorney's fees not exceeding the amount provided by said Section 86.778 of Oregon Revised Statutes.

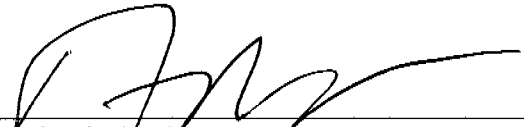
Without limiting the trustee's disclaimer of representation or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective 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.

In construing this notice the masculine gender includes the feminine, and the neuter, 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 FOLLOWS AND IS INCORPORATED HEREIN.

COPY OF THE AFFIDAVIT WHICH THE BENEFICIARY CLAIMS AND HAS CLAIMED EXEMPTION, UNDER ORS 86.726 is attached hereto as Exhibit "A" and incorporated herein. Such affidavit has been submitted for filing with the Oregon Department of Justice. This exemption and has not expired.

Dated: February 19, 2016

  
Richard Fairclo, Successor Trustee

**NOTICE TO RESIDENTIAL TENANTS, 701 Uerlings Street, Klamath Falls, Oregon 97601.**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 11, 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 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 who 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

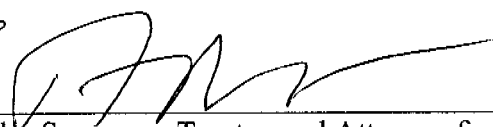
The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact 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, 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.

Dated: February 19, 2016

  
Richard Fairclough, Successor Trustee and Attorney for Lura K. Siglin

Person Recording or to  
Richard Fairclo, Attorney  
408 Pine Street, Suite 209  
Klamath Falls, OR 97601

<b>Lender/Beneficiary:</b>	Lura K. Siglin
<b>Jurisdiction*</b>	Oregon

I, Lura K. Siglin (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).

- Gina K. Siglin  
(Signature)

County of Washoe )  
Signed and sworn to (or affirmed) before me this 10<sup>th</sup> day of February, 2016  
by Lura K Siglin \* \* \* \* \* \*

Brookline McIntire  
Notary Public for State of Nevada  
My commission expires: July 6th 2019

