

2016-005957

Klamath County, Oregon

06/07/2016 03:11:21 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:
Jennifer E. Wheeler, Joe L. Wheeler
Address: **8905 Shady Pine Road**
Klamath Falls, OR, 97601
- 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 JENNIFER E. WHEELER AND
JOE L. WHEELER AS TENANTS BY THE
ENTIRETY, Grantor

To Quality Loan Service Corporation of Washington -
Successor Trustee

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

TS No: OR-15-692989-AJ

CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NO. 2016-001250

Reference is made to that certain trust deed made by **JENNIFER E. WHEELER AND JOE L. WHEELER AS TENANTS BY THE ENTIRETY** as grantor, to **FIRST AMERICAN TITLE COMPANY**, as trustee, in favor of **EAGLE HOME MORTGAGE, INC., A WASHINGTON CORPORATION**, as beneficiary, dated **8/1/2006**, recorded **8/3/2006**, in the Records of **KLAMATH** County, Oregon, and/or as fee/file/instrument/microfilm/reception No. **2006-015679** and subsequently assigned or transferred by operation of law to **Wells Fargo Bank, National Association as Trustee for ABFC 2006-OPT2 Trust, Asset Backed Funding Corporation Asset Backed Certificates, Series 2006-OPT2** covering the following described real property situated in the above-mentioned county and state, to wit:

APN: R380055 R-3709-031DB-00400-000

Real property in the County of Klamath, State of Oregon, described as follows: A TRACT OF LAND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH 40 LINE WHICH LIES SOUTH 89°49' EAST A DISTANCE OF 432.2 FEET FROM THE IRON PIN WHICH MARKS THE NORTHWEST CORNER OF LOT 3, SECTION 31, TOWNSHIP 37 S.R. 9 E.W.M. AND WHICH POINT OF BEGINNING IS ALSO ON THE EASTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY AND RUNNING THENCE SOUTH 19°36' WEST A DISTANCE OF 17.6 FEET TO AN IRON PIN WHICH IS THE POINT OF TANGENCY OF A 10° CURVE OF THE STATE HIGHWAY AND 30 FEET EASTERLY FROM THE CENTERLINE; THENCE SOUTHWESTERLY FOLLOWING THE ARC OF A 9°30' CURVE TO THE RIGHT A DISTANCE OF 53 FEET TO AN IRON PIN WHICH IS ON THE EASTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE SOUTH 65°22' EAST ALONG A RADIAL LINE OF SAID 9°30' CURVE A DISTANCE OF 195.6 FEET TO AN IRON PIN; THENCE NORTH 26°39' EAST A DISTANCE OF 163.9 FEET TO AN IRON PIN WHICH IS ON THE NORTH 40 LINE OF SAID LOT 3; THENCE NORTH 89°49' WEST A DISTANCE OF 225.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, THIS SAID TRACT, IN LOT 3, SECTION 31. TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON. ALSO, COMMENCING AT THE IRON PIN WHICH MARKS THE NORTHWEST CORNER OF LOT 3, SECTION 31 TOWNSHIP 37 S.R. 9 E.W.M., AND RUNNING THENCE SOUTH 89°49' EAST ALONG THE NORTH 40 LINE A DISTANCE OF 432.2 FEET; THENCE SOUTH 19°36' WEST A DISTANCE OF 17.6 FEET TO AN IRON PIN WHICH IS THE POINT OF TANGENCY OF A 10° CURVE OF THE STATE HIGHWAY' THENCE; SOUTHWESTERLY FOLLOWING THE ARC OF A 9°30' CURVE TO THE RIGHT A DISTANCE OF 53 FEET TO AN IRON PIN WHICH IS THE TRUE POINT OF BEGINNING, AND RUNNING THENCE; CONTINUING IN A SOUTHWESTERLY DIRECTION ALONG THE ARC OF A 9°30' CURVE TO THE RIGHT A DISTANCE OF 70.6 FEET TO AN

IRON PIN WHICH IS ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF THE STATE HIGHWAY; THENCE SOUTH 63°21' EAST A DISTANCE OF 197 FEET TO AN IRON PIN; THENCE NORTH 26°39' EAST A DISTANCE OF 77.6 FEET TO AN IRON PIN; THENCE NORTH 65°22' WEST ALONG A RADIAL LINE TO THE ABOVE MENTIONED 9°30' CURVE A DISTANCE OF 195.6 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LOT 3 SECTION 31 TOWNSHIP 37 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN , KLAMATH COUNTY, OREGON Tax Parcel Number: 380055

The undersigned hereby certifies that based upon business records there are no known 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 86.752(7).

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 such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums:

Delinquent Payments:

Payment Information

<u>From</u>	<u>Through</u>	<u>Total Payments</u>
5/1/2012	6/16/2016	\$48,812.82

Late Charges

<u>From</u>	<u>Through</u>	<u>Total Late Charges</u>
5/1/2012	6/16/2016	\$1,042.08

Beneficiary's Advances, Costs, And Expenses

Property Inspection	\$180.97
Other Fees	\$0.96
Title Search	\$444.00
Maintenance	\$4,101.60
Escrow Advances	\$841.15

Total Advances:	\$5,568.68
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TOTAL FORECLOSURE COST:	<u>\$2,099.00</u>
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TOTAL REQUIRED TO REINSTATE:	<u>\$50,911.82</u>
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TOTAL REQUIRED TO PAYOFF:	<u>\$151,475.25</u>
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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, to- wit:

The installments of principal and interest which became due on 5/1/2012, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

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 86.815, 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 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 **10:00AM**, in accord with the standard of time established by ORS 187.110 on **10/25/2016**, at the following place: **Inside the main lobby of the County Courthouse located at 316 Main Street Klamath Falls, Oregon 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

Jennifer Wheeler
8905 Shady Pine Road
Klamath Falls, OR 97601
Original Borrower

Joe Wheeler
8905 Shady Pine Road
Klamath Falls, OR 97601
Original Borrower

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 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.

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. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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 TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 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 REQUIRMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

TS No: OR-15-692989-AJ

Dated:

6.7.16

Quality Loan Service Corporation of Washington, as Trustee

Signature By



Meesha Batson, Assistant Secretary

Quality Loan Service Corporation of Washington

Trustee's Mailing Address:

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

Trustee's Physical Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202, Seattle, WA 98104
Toll Free: (866) 925-0241

State of : Washington)

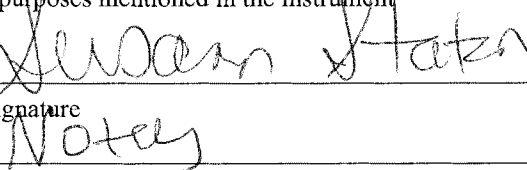
County of: King)

I certify that I know or have satisfactory evidence that Meesha Batson is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument

Dated:

6/7/16

Signature



Title

My appointment expires:

8.7.2019

SUSANN STATON
Notary Public
State of Washington
My Commission Expires
August 07, 2019

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 10/25/2016. 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, 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: <http://oregonlawhelp.org/>