

AFTER RECORDING RETURN TO:  
Shapiro & Sutherland, LLC  
7632 SW Durham Road, Suite 350  
Tigard, Oregon 97224  
S&S 15-116244

**2016-006428**

Klamath County, Oregon

06/17/2016 11:05:30 AM

Fee: \$72.00

## **NOTICE OF DEFAULT AND ELECTION TO SELL**

A default has occurred under the terms of a trust deed made by Philip L Googins, and Patti L Googins as grantor to AmeriTitle, as trustee, in favor of ABN Amro Mortgage Group, Inc., as named beneficiary, dated October 11, 2005, recorded October 12, 2005, in the mortgage records of Klamath County, Oregon, in Vol M05, at Page 66384, Ditech Financial LLC f/k/a Green Tree Servicing LLC is the present Beneficiary as defined by ORS 86.705(2), as covering the following described real property:

See complete Legal Description attached hereto as Exhibit "A"

**COMMONLY KNOWN AS:** 7612 Jacks Way, Klamath Falls, OR 97603

Shapiro & Sutherland, LLC, Successor Trustee, whose address is 7632 SW Durham Road, Suite 350, Tigard, OR 97224, hereby certifies 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 except as permitted by ORS 86.752.

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 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:

Monthly payments in the sum of \$1,384.15, from July 1, 2014, monthly payments in the sum of \$1,390.28, from January 1, 2015, and monthly payments in the sum of \$1,414.24, from February 1, 2016, plus prior accrued late charges in the amount of \$571.90, plus the sum of \$1,936.00 for advances, together with title expense, costs, trustee's fee and attorney's fees incurred herein by reason of said default, any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sums being the following, to-wit:

\$211,482.73, together with accrued interest in the sum of \$24,312.14, through June 16, 2016; further interest thereon at the rate of 5.625% per annum from June 17, 2016, plus prior accrued late charges in the amount of \$571.90, plus the sum of \$5,685.97 for advances, together with title expense, costs, trustee's fee and attorney's fees incurred herein by reason of said default, any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said 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 execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said 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.

Said sale will be held at the hour of 10:00 AM PT, in accordance with the standard time established by ORS 187.110 on November 2, 2016, at the following place: at the main entrance of the Klamath County Courthouse, located at 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 said sale.

Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.786 and ORS 86.789 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "Reinstatements/Payoffs – ORS 86.786" either by personal delivery or by first class, certified mail, return receipt requested, to the trustee's address shown below. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, [www.shapiroattorneys.com/wa](http://www.shapiroattorneys.com/wa).

Notice is further given to any person named in ORS 86.778 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying 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 said 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 fees and attorney fees not exceeding the amounts provided by said ORS 86.778.

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.

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.

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## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 2, 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, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>


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The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

The Successor Trustee, Shapiro & Sutherland, LLC, has authorized the undersigned Attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(9).

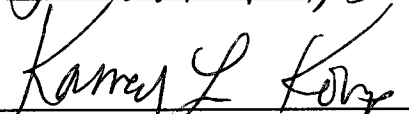
Shapiro & Sutherland, LLC  
Successor Trustee

Dated: 6-17-16

By:   
James Craft  
OSB # 090146

STATE OF WASHINGTON )  
 ) SS.  
COUNTY OF CLARK )

SUBSCRIBED AND SWORN to before me this 17<sup>th</sup> day of June, 2016,  
by James A. Craft, Successor Trustee.

  
Notary Public for Washington  
My commission expires March 19, 2019

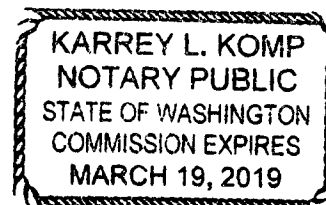


EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL I:

A tract of land situated in the SW1/4 NW1/4, Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the East right of way line of State Highway No. 39 (Klamath Falls-Merrill Highway), said point being located South a distance of 1326.66 feet and East a distance of 29.61 feet from the bolt purportedly marking the Southwest corner of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, as set and shown by record of Survey No. 1018 filed in the office of the Klamath County Surveyor, said beginning point also being North a distance of 3989.91 feet and East a distance of 9.80 feet from the iron pin marking the Southwest corner of Section 18, Township 39 South, Range 10 East of the Willamette Meridian; thence North 89° 47' 40" East along the Westerly extension of an old existing fence line and along said fence line 1001.20 feet; thence South 293.25 feet; thence North 70° 49' 32" East 102.63 feet to a point on the arc of a 50-foot radius curve; thence Southeasterly along the arc of said curve (central angle = 102° 21' 44") 90.25 feet; thence South 31° 36' 12" East 104.55 feet; thence South 65° 48' 00" West 10.00 feet; thence South 24° 12' 00" East 180.00 feet; thence South 65° 48' 00" West 91.43 feet to the beginning of a curve; thence along the arc of said curve to the left (central angle = 42° 41' 30" and radius = 135.77 feet) 101.16 feet; thence South 23° 06' 30" West 74.72 feet; thence along the arc of a curve to the right (central angle = 113° 45' 00" and radius = 100 feet) 198.53 feet; thence North 43° 08' 30" West 185.00 feet to the true point of beginning of this description; thence North 46° 51' 30" East 118.75 feet; thence North 43° 08' 30" West 49.88 feet; thence on the arc of a curve to the left (central angle = 16° 33' 45" and radius = 220 feet) 63.60 feet; thence South 30° 17' 45" West 114.36 feet; thence South 43° 08' 30" East 80.00 feet to the true point of beginning of this description.

TOGETHER WITH a perpetual and non-exclusive easement for access as described in deed recorded April 3, 1979 in Volume M79 page 7265, Deed records of Klamath County, Oregon.

PARCEL II:

A tract of land situated in the SW1/4 NW1/4, Section 18, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the East right of way line of State Highway No. 39 (Klamath Falls-Merrill Highway), said point being located South a distance of 1326.66 feet and East a distance of 29.61 feet from the bolt purportedly marking the Southwest corner of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, as set and shown by record of Survey No. 1018 filed in the office of the Klamath County Surveyor, said beginning point also being North a distance of 3989.91 feet and East a distance of 9.80 feet from the iron pin marking the Southwest corner of Section 18, Township 39 South, Range 10 East of the Willamette Meridian; thence North 89° 47' 40" East along the Westerly extension of an old existing fence line and along said fence line 1001.20 feet; thence South 293.25 feet; thence North 70° 49' 32" East 102.63 feet to a point on the arc of a 50-foot radius curve; thence Southeasterly along the arc of said curve (central angle = 102° 21' 44") 90.25 feet; thence South 31° 36' 12" East 104.55 feet; thence South 65° 48' 00" West 10.00 feet; thence South 24° 12' 00" East 180.00 feet;

- Continued -

(Legal description continued)

thence South 65° 48' 00" West 91.43 feet to the beginning of a curve; thence along the arc of said curve to the left (central angle = 42° 41' 30" and radius = 135.77 feet) 101.16 feet; thence South 23° 06' 30" West 74.72 feet; thence along the arc of a curve to the right (central angle = 113° 45' 00" and radius = 100 feet) 193.53 feet; thence North 43° 08' 30" West 265.00 feet to the true point of beginning of this description; thence continuing North 43° 08' 30" West 74.64 feet; thence North 65° 09' 30" West 116.01 feet; thence North 00° 16' 00" West 25.21 feet; thence North 89° 47' 40" East 102.35 feet; thence along the arc of a curve to the right (central angle = 30° 30' 05" and radius = 220.00 feet) 117.12 feet; thence South 30° 17' 45" West 114.36 feet to the true point of beginning of this description.

TOGETHER WITH a perpetual and non-exclusive easement for access as described in deed recorded May 2, 1979 in Volume M79 page 10005, Deed records of Klamath County, Oregon.

Tax Account No: 3910-018B0-01400-000

Key No: 598026