

**2016-010310**

**Klamath County, Oregon**

09/28/2016 02:08:00 PM

Fee: \$72.00

**NOTICE OF DEFAULT AND ELECTION TO SELL**

Reference is made to that certain trust deed made by Jack L Cole, a single individual, as grantors, to Amerititle, as trustee, in favor of Eage Home Mortgage, LLC, as beneficiary, dated 08/22/08, recorded 08/28/08, in the mortgage records of Klamath County, Oregon, as 2008-012105, and subsequently assigned to The Oregon Housing and Community Services Department by Assignment recorded as 2008-012854, covering the following described real property situated in said county and state, to wit:

The S 1/2 of Lot B of the Re-Subdivision of Tract No. 24, Enterprise Tracts, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PROPERTY ADDRESS: 2020 Arthur Street  
Klamath Falls, OR 97603

**1ST AM**  
**2659080**

There is a default by the grantor or other person owing an obligation or by their successor in interest, 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 grantors' failure to pay when due the following sums: monthly payments of \$629.77 beginning 02/01/16; plus prior accrued late charges of \$172.68; plus advances of \$17.00; together with title expense, costs, trustee's fees 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 real 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 secured by said trust deed immediately due and payable, said sums being the following, to wit: \$85,468.09 with interest thereon at the rate of 6 percent per annum beginning 01/01/16; plus prior accrued late charges of \$172.68; plus advances of \$17.00; together with title expense, costs, trustee's fees and attorneys 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 is hereby given that the beneficiary and trustee, by reason of said 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 the grantor had, or had the power to convey, at the time grantor executed the trust deed, together with any interest the grantor or grantor's 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 the compensations of the trustee as provided by law, and reasonable fees of trustee's attorneys.

**NOTICE OF DEFAULT AND ELECTION TO SELL**

**RE: Trust Deed from**  
**Cole, Jack L.**  
**Grantor**  
**to**  
**Northwest Trustee Services, Inc.,**  
**Successor Trustee**

**File No. 8296.20458**

**For Additional Information:**  
**After Recording return to:**  
**Heather L. Smith**  
**Northwest Trustee Services, Inc.**  
**P.O. Box 997**  
**Bellevue, WA 98009-0997**  
**(425) 586-1900**

The sale will be held at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110 on **February 2, 2017**, at the following place: inside the 1st floor lobby 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 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 "Urgent Request Desk" either by personal delivery to the trustee's physical offices (call for address) or by first class, certified mail, return receipt requested, addressed to the trustee's post office box address set forth in this notice. 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.northwesttrustee.com](http://www.northwesttrustee.com).

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 every other default complained of herein by tendering the performance required under the obligation or trust deed, 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 and attorney's fees not exceeding the amounts provided by said ORS 86.778. Requests from persons named in ORS 86.778 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the beneficiary or if required by the terms of the loan documents.

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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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.

#### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for February 2, 2017. 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:

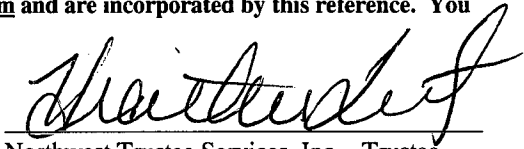
- ☐ You do not owe rent;
- ☐ The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and

☐ 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. 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 Association (16037 Upper Boones Ferry Road, Tigard, Oregon 97224, (503)620-0222, toll-free in Oregon (800)452-8260) and ask for the lawyer referral service. 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; a county-by-county listing of legal aid resources may be found on the Internet at <http://www.osbar.org/public/ris/lowcostlegalhelp/legalaid.html>.

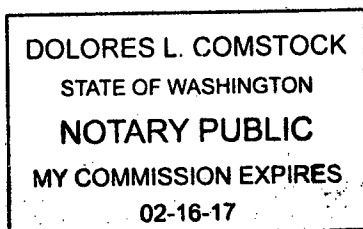
The trustee's rules of auction may be accessed at [www.northwesttrustee.com](http://www.northwesttrustee.com) and are incorporated by this reference. You may also access sale status at [www.northwesttrustee.com](http://www.northwesttrustee.com).


  
Northwest Trustee Services, Inc., Trustee  
Northwest Trustee Services, Inc.

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF KING         )

I certify that I know or have satisfactory evidence that Heather Smith is the person who appeared before me, and said person acknowledged that ~~he~~/she signed this instrument, on oath stated that ~~he~~/she was authorized to execute the instrument and acknowledged it as an Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9-27-14



  
NOTARY PUBLIC in and for the State of  
Washington, residing at Auburn  
My commission expires 2-16-17

# STATE OF OREGON

## CERTIFICATION OF VITAL RECORD

### OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

136-2014-007020

675565

STATE FILE NUMBER

I.D. TAG NO.

Legal Name First: Jack, Middle: Lee, Last: Cole, Suffix:		Death Date February 24, 2014	
Sex Male	Age 76 years	Social Security Number	
Birthdate	Birthplace Yakima, Washington	County of Death Klamath	
Residence 2020 Arthur Street		City/Town Klamath Falls	Was Decedent Ever in U.S. Armed Forces? Yes
Residence County Klamath	State or Foreign Country Oregon	Zip Code + 4 97603	Inside City Limits? Yes
Marital Status at Time of Death Married	Spouse's Name Prior to First Marriage Ruby Waldrup		
Father's Name Albert Michael Foster		Mother's Name Prior to First Marriage	
Informant's Name Ruby Cole	Telephone Number Not Available	Relationship to Decedent Spouse	Mailing Address 2020 Arthur Street, Klamath Falls, OR 97603
Place of Death Hospital-Inpatient	Facility Name Sky Lakes Medical Center		State Oregon
Location of Death 2865 Daggett Avenue	City/Town or Location of Death Klamath Falls	Zip Code + 4 97601	
Method of Disposition Burial	Place of Disposition Eternal Hills	Location (City/Town and State) Klamath Falls, Oregon	
Name and Complete Address of Funeral Facility Eternal Hills Funeral Home		4711 Highway 39, Klamath Falls, Oregon 97603	
Date of Disposition March 01, 2014	Funeral Director's Signature Tim C. Lancaster	Electronically Signed	OR License Number CO-3224
Registrar's Signature /s/ Marilynn Sutherland	Date Received March 24, 2014	Local File Number 113	
Amendment: County of death was blank, Place of death/Fac. name/Loc. of death/City/Zip code of death were all blank, Res. Address Street Name was Aruthur corr. by F. Dir. aff. 3/25/14 B. Anderson, Dep. Co. Reg. Z#120033			

45-2CCS (01/06)



I CERTIFY THAT THIS IS A TRUE, FULL AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORD FACTS ON FILE IN THE VITAL RECORDS UNIT OF THE OREGON CENTER FOR HEALTH STATISTICS.

DATE ISSUED: September 15, 2016

JENNIFER A. WOODWARD, Ph.D.  
STATE REGISTRAR

THIS COPY IS NOT VALID WITHOUT OFFICIAL VITAL RECORD FLAG WATERMARK AND HOLOGRAPHIC SEALS.





**CERTIFICATE OF COMPLIANCE  
STATE OF OREGON  
FORECLOSURE AVOIDANCE PROGRAM**

**AFTER RECORDING RETURN TO:**

Janicce Jungell  
For OHCS - HomeStreet Bank  
601 Union Street  
Suite 2000  
Seattle, WA 98101

7/12/2016

<b>Grantor:</b>	Ruby A. Cole
<b>Beneficiary:</b>	OHCS - HomeStreet Bank
<b>Property Address:</b>	2020 Arthur St Klamath Falls, OR 97603
<b>Instrument / Recording No. Date / County</b>	Instrument Number: R525612 Recording Number: 2008-012105 Loan Number: [REDACTED] 8/28/2008 Klamath
<b>Case Number</b>	BI-160527-6541

1. The Service Provider hereby certifies that:

☐ The beneficiary and/or its agent complied with the requirements of Oregon Laws 2013, Chapter 304, sections 2, 3, and 4;  
or

☒ The grantor did not pay the required fee by the deadline.

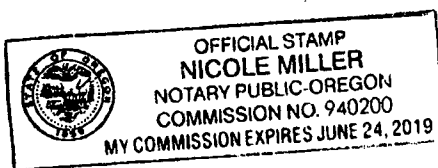
2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 12 day of July, 2016.

April Curtis  
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON )  
) ss.  
County of Multnomah )

The foregoing instrument was acknowledged before me on July 12<sup>th</sup>, 2016, by APRIL CURTIS  
as Compliance Officer of Mediation Case Manager. [Print Name]



W. Miller  
Notary Public - State of Oregon  
My Commission Expires:

6/24/2019