

2017-007192

Klamath County, Oregon

06/30/2017 09:23:00 AM

Fee: \$62.00

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
DAVID W MILLER, MONICA L KLOEPPER,
Grantor
To:

Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB
#120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No. OR08000013-17-1

APN R873035/R-3909-007BC-00201-000

TO No 170049424-OR-MSO

Reference is made to that certain Trust Deed made by DAVID W MILLER, MONICA L KLOEPPER as Grantor, to AMERITITLE as Trustee, in favor of FIRST INDIANA BANK as original Beneficiary, dated as of March 7, 2000 and recorded March 9, 2000 in the records of Klamath County, Oregon in Book M00, on Page 7653 and that said Deed of Trust was modified by Modification Agreement and recorded August 13, 2015 as Instrument Number 2015-009002 and the beneficial interest was assigned to **M&T Bank** and recorded August 13, 2015 as Instrument Number 2015-009001 covering the following described real property situated in the above-mentioned county and state, to wit:

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LOTS 189, 190 AND 191 OF CREGAN PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, **M&T Bank**, 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 86.735(4).

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:

The total monthly payment(s) in the amount of **\$5,125.65** beginning **October 1, 2016**, as follows:

\$1,817.79 = 3 monthly payment(s) at \$605.93

\$3,307.86 = 6 monthly payment(s) at \$551.31

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$45,956.23**, said sums being the following:

1. Principal balance of **\$41,034.67** and accruing interest as of **June 21, 2017**, per annum, from **September 1, 2016** until paid.
2. **\$3,167.09** in interest
3. **\$42.00** in late charges
4. **\$830.85** in negative escrow balance
5. **\$820.62** in corporate advances
6. **\$47.00** in foreclosure fees and costs
7. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

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: **Failed to pay payments which became due**

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 86.795, 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 **10:00 AM**, in accord with the standard of time established by ORS 187.110, on **November 8, 2017** at the following place: **on the Main Street entrance steps to the Klamath County Circuit Court, 316 Main St, Klamath Falls, OR 97601**

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:

DAVID WAYNE MILLER
4441 CREGAN AVENUE, KLAMATH FALLS, OR 97601-5618

MONICA LYNN KLOEPPER AKA MONICA L. MILLER
4441 CREGAN AVENUE, KLAMATH FALLS, OR 97601-5618

OCCUPANT
4441 CREGAN AVENUE, KLAMATH FALLS, OR 97601-5618

Notice is further given that any person named in ORS 86.753 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), together with costs, Trustee's and attorney's fees, 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, at any time prior to five days before the date last set for 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.

In construing this notice, the singular gender 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.

Dated: June 21, 2017

28 NS

By: Nathan F. Smith, Esq., OSB #120112
Successor Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

On June 28, 2017 before me, LUCERO LOPEZ ~~JARED DEGENER~~, Notary Public, personally appeared NATHAN F. SMITH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature



Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

FOR SALE INFORMATION PLEASE CALL:

In Source Logic at 702-659-7766

Website for Trustee's Sale Information: www.insourcelogic.com

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

After recording, return to:

M&T Bank
Attention: Lindsey Noeson
475 Crosspoint Parkway
Getzville, NY 14068

RECEIVED
JAN 11 2017

DEPARTMENT OF JUSTICE
PORTLAND LEGAL

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	M&T Bank
Jurisdiction*	New York

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

I, Christopher Zeis (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: 7 [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 Administrative Vice President [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 New York)
) ss.

County of Erie)

Signed and sworn to (or affirmed) before me this 10th day of January, 2017.

by Christopher Zeis, Administrative Vice President

Ashley M. Misener
Notary Public for State of New York, Erie County
My commission expires: 12/12/2019

ASHLEY M. MISENER
NOTARY PUBLIC STATE OF NEW YORK
ERIE
LIC. #01MI6252652
COMM. EXP 12/12/2019