

2017-010667

Klamath County, Oregon



00210344201700106670160166

09/20/2017 01:14:03 PM

Fee: \$117.00

AFTER RECORDING RETURN TO:

William M. Ganong
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601

AFFIDAVIT OF MAILING NOTICE OF SALE - IRS
(ORS 93.915)

STATE OF OREGON, County of Klamath) ss.

I, William M. Ganong, under oath, state as follows:

1. Attached as Exhibit A is a true and correct copy of the Notice of Sale pertaining to the Contract described therein between Michael A. Negrevski and Dai Lene Negrevski, Sellers, and Michael Noonan and Karin Noonan, Purchaser, described in the Memorandum of Contract of Sale recorded July 16, 2012 as Document No. 2012-007724 of the Official Records of Klamath County, Oregon.

2. The Contract contains a "forfeiture remedy" as defined in ORS 93.905(2).

3. On September 19, 2017, I mailed the Notice of Sale by certified mail by depositing a true, full, and exact copy thereof in the United States Mail at Klamath Falls, Oregon addressed to the Internal Revenue Service at the following address:

IRS Collection Advisory Office
915 Second Avenue, MS W245
Seattle, WA 98174

Dated this 19th day of September 2017.

William M. Ganong

Signed and sworn to before me this 19th day of September, 2017, by William M. Ganong.



Vicki Swindler
Notary Public for Oregon
My Commission Expires: 10-8-17

NOTICE OF SALE

To: IRS Collection Advisory Office
915 Second Avenue, MS W245
Seattle, WA 98174

Reference: Notice of Default dated September 18, 2017, attached hereto.

This Notice of Sale is given with respect to the Contract described Notice of Default provided herewith, which contains a forfeiture remedy pursuant to the provisions of Oregon Revised Statutes 93.905-93.940.

1. This Notice of Sale is provided by William M. Ganong, Attorney at Law, 514 Walnut Avenue, Klamath Falls, Oregon 97601.

2. The real property described below is subject to the following tax liens in favor of the United States of America, assessed by the District Director of the Internal Revenue Service against taxpayer Michael E. Noonan: Federal Serial Nos. 23268416, 232686916, and 252937617, true and complete copies of which are provided with the Notice.

3. The Property subject to this Notice is described as follows:

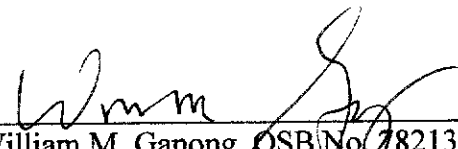
The South 10 acres of the NW 1/4 SW 1/4 (or S 1/2 S 1/2 NW 1/4 SW 1/4), and Lot 4, Section 6, Township 40 South, Range 10 East of the Willamette Meridian, County of Klamath, State of Oregon; Excepting thereof that portion conveyed to the state of Oregon, by and through its Department of Transportation, Highway Division, in Warranty Deed recorded April 5, 1998 in volume M88, page 4912, microfilm records of Klamath County, Oregon. Klamath County Tax lot No. R-4010-00600-01000-000; and more commonly referred to as 7751 Dehlinger Lane, Klamath Falls, Oregon 97603.

A copy of the Guarantee for Statutory Land Sale Contract Forfeiture is provided herewith.

4. The interest of Michael E. Noonan and Karin Noonan will be deemed forfeited under Oregon law unless the defaults described in the attached Notice of Default are cured by midnight on December 28, 2017.

5. The approximated amount of the principal obligation, accrued interest to August 28, 2017, and legal expenses and other expenses that may be charged against the Property is \$250,000.

6. Date Notice Mailed. This Notice is being mailed by certified mail on September 19, 2017.


William M. Ganong, OSB No. 782137
Attorney for Seller
514 Walnut Avenue
Klamath Falls OR 97601
541.882.7228 - office 541.883.1923 - fax
E-Mail: wganong@aol.com

NOTICE OF DEFAULT

This Notice of Default is given with respect to the Contract described below, which contains a forfeiture remedy, pursuant to the provisions of ORS 93.905-93.940.

1. **Description of Contract.** Contract of Sale (Contract) between Michael A. Negrevski and Dai Lene Negrevski, Sellers, and Michael Noonan and Karin Noonan, Purchaser, described in the Memorandum of Contract of Sale recorded July 16, 2012 as Document No. 2012-007724 of the Official Records of Klamath County, Oregon.

2. **Property.** The property that is the subject of the Contract is more particularly described as follows:

The South 10 acres of the NW 1/4 SW 1/4 (or S 1/2 S 1/2 NW 1/4 SW 1/4), and Lot 4, Section 6, Township 40 South, Range 10 East of the Willamette Meridian, County of Klamath, State of Oregon; Excepting thereof that portion conveyed to the state of Oregon, by and through its Department of Transportation, Highway Division, in Warranty Deed recorded April 5, 1998 in volume M88, page 4912, microfilm records of Klamath County, Oregon. Klamath County Tax lot No. R-4010-00600-01000-000; and more commonly referred to as 7751 Dehlinger Lane, Klamath Falls, Oregon 97603.

3. **Nature of Default.** The default consists of Purchaser's failure to make the annual principal payments in the amount of \$50,000 each which were due and payable on July 1, 2015, July 1, 2016, and July 1, 2017 and a \$75 late payment fee for each said payment; failure to make the month interest only payments that were due and payable on the 15th day of each month for the months of July, August, and September, 2017, plus late payment fees of \$75 each for July and August, 2017; failure to pay the real property taxes and interest assessed for the tax years 2015-2016 and 2016-2017 before they became delinquent; and failure to obtain and maintain property damage insurance and liability insurance in the amounts specified in the Contract.

4. **Date Contract Will Be Forfeited.** The Contract will be forfeited if the default is not cured by midnight on December 28, 2017.

5. **How to Cure Default.** The default will be cured if by December 28, 2017, the following occur:

5.1 Pay to Seller principal payments in the sum of \$150,000, plus late payment fees of \$225.00;

5.2 Pay the real property taxes and interest for tax year 2015-2016 and 2016-2017 to the tax collector and Klamath County, Oregon;

5.3 Pay monthly interest payments of \$750 each for the month of July 2017 and each month thereafter until the default is cured, plus late payment penalties of \$75 per month for July 2017 and each month thereafter until the default is cured;

5.4 Obtain and provide proof to Seller of Property Damage Insurance and Liability Insurance in the amounts specified in the Contract of Sale;

5.5 Reimburse Seller for the cost of Property Damage Insurance and Liability insurance for the period of time from September 15, 2017 to the date proof of insurance is provided by Purchaser to Seller as stated in paragraph 5.4. above; and

5.6 Reimburse Seller by paying to William M. Ganong, the attorney for Seller, at the address set forth below, the following costs of this forfeiture process:

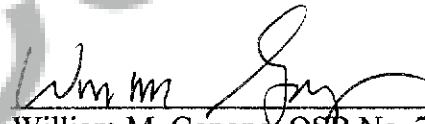
5.6.1	Title forfeiture search and insurance	\$276;	
5.6.2	Recording fees	\$235;	
5.6.3	Mailing fees	\$110;	and
5.6.4	Attorney Fees	\$350.	

6. Name and Address of Attorney for Seller.

William M. Ganong, OSB No. 782137
Attorney at Law
514 Walnut Avenue
Klamath Falls OR 97601
541.882.7228 - office 541.883.1923 - fax
E-Mail: wganong@aol.com

7. Date Notice Mailed. This notice is being deposited in both first-class and certified mail with return receipt requested on September 19, 2017.

8. This is an attempt to collect a debt and any information received from you will be used for that purpose.


William M. Ganong, OSB No. 782137
Attorney for Seller

2016-010909

Klamath County, Oregon



00193863201600109090010013

10/13/2016 12:46:42 PM

Fee: \$5.00

3847

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c)

(Rev. February 2004)

Notice of Federal Tax Lien

Area:

SMALL BUSINESS/SELF EMPLOYED AREA #6

Lien Unit Phone: (800) 913-6050

Serial Number

232686416

For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer MICHAEL E NOONON

Residence

12080 HOMEDALE RD
KLAMATH FALLS, OR 97603

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
940	12/31/2013	XX-XXX2734	05/12/2014	06/11/2024	4914.69
940	12/31/2014	XX-XXX2734	04/27/2015	05/27/2025	90.70
943	12/31/2013	XX-XXX2734	04/07/2014	05/07/2024	168738.08
943	12/31/2014	XX-XXX2734	04/13/2015	05/13/2025	51711.24

Place of Filing

OFFICE OF COUNTY CLERK
KLAMATH COUNTY
KLAMATH FALLS, OR 97601

Total \$ 225454.71

This notice was prepared and signed at SEATTLE, WA, on this,

the 04th day of October, 2016.

Signature

Cheryl Condor

for SUSAN LATHROP

Title

INSOLVENCY SPEC
(541) 465-6465

26-98-6907

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-456, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

2016-010910

Klamath County, Oregon



00193664201600109100010010

10/13/2016 12:46:44 PM

Fee: \$5.00

Form 668 (Y)(c) (Rev. February 2004)	3847	Department of the Treasury - Internal Revenue Service
Notice of Federal Tax Lien		
Area: SMALL BUSINESS/SELF EMPLOYED AREA #6 Lien Unit Phone: (800) 913-6050	Serial Number 232686916	For Optional Use by Recording Office

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer MICHAEL E NOONON

Residence 12080 HOMEDALE RD
KLAMATH FALLS, OR 97603

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
940	12/31/2015	XX-XXX1663	03/21/2016	04/20/2026	951.62
943	12/31/2015	XX-XXX1663	05/16/2016	06/15/2026	3975.50
Place of Filing OFFICE OF COUNTY CLERK KLAMATH COUNTY KLAMATH FALLS, OR 97601					Total \$ 4927.12

This notice was prepared and signed at SEATTLE, WA, on this,

the 04th day of October, 2016.

Signature <i>Cheryl Cordaro</i> for SUSAN LATHROP	Title INSOLVENCY SPEC (541) 465-6465	26-98-6907
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X

2017-003174
Klamath County, Oregon



03/27/2017 02:43:00 PM

Fee: \$6.00

Form 668 (Y)(c) (Rev. February 2004)	6788 Department of the Treasury - Internal Revenue Service Notice of Federal Tax Lien
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Area: SMALL BUSINESS/SELF EMPLOYED AREA #6 Lien Unit Phone: (800) 913-6050	Serial Number 252937617	For Optional Use by Recording Office
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As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer MICHAEL E NOONAN

Residence 12080 HOMEDALE RD
KLAMATH FALLS, OR 97603

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6672	12/31/2013	XXX-XX-4568	11/07/2016	12/07/2026	161841.64
6672	12/31/2014	XXX-XX-4568	11/07/2016	12/07/2026	55506.94

Place of Filing OFFICE OF COUNTY CLERK KLAMATH COUNTY KLAMATH FALLS, OR 97601	Total \$ 217348.58
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This notice was prepared and signed at SEATTLE, WA, on this,

the 15th day of March, 2017.

Signature for ERIC E BOHN	<i>Eric Flash</i> Title REVENUE OFFICER (541) 282-1338	26-11-1327
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
Rev. Rul. 71-466, 1971-2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)
CAT. NO 60025X



Chicago Title Insurance Company

**GUARANTEE
FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE,
STATUTORY LAND SALE CONTRACT FORFEITURE,
OR LITIGATION**

Policy No. 7308637-46170687

CHICAGO TITLE INSURANCE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 1;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2 and the names of additional persons who, under Sections 86.705 et. seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of default, pursuant to Sections 93.950 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

AmeriTitle
300 Klamath Ave.
Klamath Falls, OR 97601
(541)883-3401

CHICAGO TITLE INSURANCE COMPANY



By: *[Signature]*

President

ATTEST
[Signature]

Secretary

Authorized Signatory

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public Records": those records established under State statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
- (e) "Mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument.

2. EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this Guarantee and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
 - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
 - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known

to one or more of the Assured at Date of Guarantee;

- (3) resulting in no loss or damage to the Assured;
- (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
- (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.
- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. PROSECUTION OF ACTIONS

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. NOTICE OF LOSS - LIMITATION OF ACTION

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless the action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish

such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of a claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. LIMITATION OF LIABILITY - PAYMENT OF LOSS

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.
- (c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
- (d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (e) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(c)

hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing, this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

- (f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. GUARANTEE ENTIRE CONTRACT

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

CHICAGO TITLE INSURANCE COMPANY OF
OREGON
PO Box 45023
Jacksonville, FL 32232-5023

10. FEE

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.

ISSUED BY:

AmeriTitle
300 Klamath Ave.
Klamath Falls, OR 97601

William Ganong
William M. Ganong
514 Walnut Ave.
Klamath Falls, OR 97601
Your Reference:

Property Address:
7751 Dehlinger Lane
Klamath Falls, OR 97603

EXHIBIT 1

Title No. : 193374AM

Title Examiner: Jill Lowery

Guarantee No.: 7308637-46170687

Effective Date : August 21, 2017 at 7:30 a.m.

Liability : \$208,366.62

Fee: \$723.00

A. The Assured is:

Michael Noonan and Karin Noonan

B. The encumbrance to be enforced is:

Deed Type: Memorandum of Contract of Sale

Amount: \$375,000.00

Grantor: Michael A. Negrevski and Dai Lene Negrevski

Grantee: Michael Noonan and Karin Noonan

Dated: July 1, 2012

Recorded Date: July 16, 2012

Instrument No.: 2012-007724

C. The estate or interest in the land which is covered by this Guarantee is:

A Fee

D. Title to the estate or interest in the land is vested, as of the effective date, in:

Michael A. Negrevski and Dai Lene Negrevski,
as Tenants by the Entirety

E. The land referred to in this Guarantee is described as follows:

The South 10 acres of the NW1/4 SW1/4 (or S1/2 S1/2 NW1/4 SW1/4), and Lot 4, Section 6, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Excepting thereof that portion conveyed to the state Of Oregon, by and through its Department of Transportation, Highway Division in Warranty Deed, recorded April 5, 1988 in Volume M88, page 4912, microfilm records of Klamath County, Oregon.

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions:

1. Taxes assessed under Code No. 164 Account No. R96782 Map No. R-4010-00600-01000-000
The 2015-2016 Taxes: \$465.64, plus interest, unpaid.
2. Taxes assessed under Code No. 164 Account No. R96782 Map No. R-4010-00600-01000-000
The 2016-2017 Taxes: \$538.15, plus interest, unpaid.
3. Taxes assessed under Code No. 164 Account No. R96782 Map No. R-4010-00600-01000-000
The 2017-2018 Taxes: A lien not yet due or payable.
4. Taxes deferred, as disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.
5. Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.
6. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.
(No inquiry has been made)

Agreement for Exclusion from Klamath Irrigation District and Release of Water and Drainage Rights, including the terms and provisions thereof,

Recorded: May 25, 2001

Volume: M01, page 24360

7. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Lost River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Lost River.

All matters arising from any shifting in the course of Lost River including but not limited to accretion, reliction and avulsion.

8. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.
9. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: S.P. Dehlinger, et ux
Recorded: May 20, 1943
Volume: 155, page 347

10. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Pacific Power & Light Company
Recorded: February 14, 1977
Volume: M77, page 2610
11. Limited access provisions contained in Deed from Michael A. Negrevski and John A. Negrevski to State of Oregon, by and through its State Highway Commission, which provided that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property,
Recorded: April 6, 1988
Volume: M88, page 4912
12. A Contract of Sale, including the terms and provisions thereof, providing for the sale of said land.
Dated: July 1, 2012
Vendor: Michael A. Negrevski and Dai Lene Negrevski
Vendee: Michael Noonan and Karin Noonan
Recorded: July 16, 2012
Instrument No. 2012-007724
13. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:
Amount: \$11,000,000.00
Trustor/Grantor: Michael Edward Noonan aka Michael E. Noonan aka Michael Noonan and Karin Margaret Noonan aka Karin M. Noonan aka Karin Noonan
Trustee: AmeriTitle, Inc.
Beneficiary: Rabo Agrifinance, Inc.
Dated: September 26, 2013
Recorded: October 30, 2013
Instrument No.: 2013-012194
- Corrected By:
Deed Type: Deed of Trust
Amount: \$11,000,000.00
Trustor/Grantor: Michael Edward Noonan aka Michael E. Noonan aka Michael Noonan and Karin Margaret Noonan aka Karin M. Noonan aka Karin Noonan
Trustee: AmeriTitle, Inc.
Beneficiary: Rabo Agrifinance, Inc.
Dated: December 17, 2013
Recorded: December 18, 2013
Instrument No.: 2013-013878
(With Other Property)
14. Real Property Certificate and Indemnity Agreement, including the terms and provisions thereof,
Dated: December 17, 2013
Recorded: December 18, 2013
Instrument No.: 2013-013879
Between: Michael Edward Noonan aka Michael E. Noonan aka Michael Noonan and Karin Margaret Noonan aka Karin M. Noonan aka Karin Noonan, as Tenants by the Entirety
And: Rabo Agrifinance, Inc.
15. A Warrant and Writ of Execution Tax Warrant for the amount herein stated, plus interest and statutory charges.
Warrant No.: D6958
Recorded: March 10, 2014
Instrument No.: 2014-001977
Amount: \$77,879.14
Debtor: Michael Noonan

16. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.
Federal Serial No.: 232686416
Taxpayer: Michael E. Noonan
Amount: \$225,454.71
Recorded: October 13, 2016
Instrument No.: 2016-010909
17. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.
Federal Serial No.: 232686916
Taxpayer: Michael E. Noonan
Amount: \$4,927.12
Recorded: October 13, 2016
Instrument No.: 2016-010910
18. A tax lien for the amount shown and any other amounts due, in favor of the United States of America, assessed by the District Director of Internal Revenue.
Federal Serial No.: 252937617
Taxpayer: Michael E. Noonan
Amount: \$217,348.58
Recorded: March 27, 2017
Instrument No.: 2017-003174
19. A claim of lien:
Amount: \$2,218.55
Named Party: Zupan Farm and Michael Noonan and Karin Noonan
Claimant: Klamath Irrigation District
Recorded: May 11, 2017
Instrument No.: 2017-005179
20. A claim of lien:
Amount: \$761.16
Named Party: Zupan Farm and Michael Noonan and Karin Noonan
Claimant: Klamath Basin Improvement District
Recorded: May 18, 2017
Instrument No.: 2017-005455
21. Notice of Pendency of an Action, Rabo AgriFinance LLC, formerly known as Rabo AgriFinance Inc. vs. Michael E. Noonan, Karin M. Noonan, State of Oregon, employment Division, and United States Department of the Treasury, Internal Revenue Service,
Case No.: 17CV16718, in the State Circuit Court for Klamath County, Oregon
Recorded: August 2, 2017
Instrument No.: 2017-008660
22. Proceedings pending in the Circuit Court for Klamath, Oregon.
Case No.: 17CV16718
Filed: August 25, 2017
Plaintiff: Gerald Sayles, Jean Marie Noble, Carol Ann Koon, Judith Leslie Mouery, David Wayne Sales and Jerri Dee Hyde
Defendant: Michael E. Noonan, Karin M. Noonan, Rabo Agrifinance, Inc. State of Oregon, Employment Division, and United States Department Of The Treasury, Internal Revenue Service
Being a suit for: Complaint for Foreclosure of Trust Deed

23. A Warrant and Writ of Execution Tax Warrant for the amount herein stated, plus interest and statutory charges.

Warrant No.: E8774

Recorded: July 14, 2017

Instrument No.: 2017-007852

Amount: \$7,165.69

Debtor: Michael Edward Noonan

NOTE: This report does not include a search for financing statements filed in the office of the Secretary of State in this or any other State, or in a county other than the county wherein the premises are situated, and no liability is assumed if a financing statement is filed in the office of the County Clerk (Recorder) covering growing crops or fixtures on the premises wherein the lands are described other than by metes and bounds or under the rectangular survey system.

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

Attention is directed to the following matters for foreclosures of residential trust deeds as defined in ORS 86.705(7):

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 requires, among other provisions, that any written assignment of a trust deed and any appointment of successor trustee be recorded for a foreclosure by advertisement and sale. Oregon case law does not recognize Mortgage Electronic Registration Systems, Inc. (MERS) as a beneficiary of a trust deed. For any claim under this guarantee or for post-foreclosure title insurance, the beneficiary or trustee may be required to document for the insurer the ownership of the indebtedness secured by the trust deed and to document the authority of MERS to execute an appointment of successor trustee or other foreclosure-related instrument on behalf of the owner of the secured indebtedness.

Attention is directed to the provisions of Senate Bill 558 (Oregon Laws 2013, Chapter 304 and House Bill 3389 Oregon Laws 2013, Chapter 625).