

2017-013475

Klamath County, Oregon

11/22/2017 11:09:32 AM

Fee: \$72.00

After recording return to:

Alan N. Stewart
Merrill O'Sullivan, LLP
805 SW Industrial Way, Ste. 5
Bend, OR 97702

**NOTICE OF DEFAULT AND ELECTION TO SELL
BENEFICIARY EXEMPTION AFFIDAVIT**

BENEFICIARY IS EXEMPT FROM THE MEDIATION REQUIRED BY OREGON LAWS 2012, CHAPTER 112, §2(2)(d). BENEFICIARY HAS FILED A BENEFICIARY EXEMPTION AFFIDAVIT WITH THE OREGON ATTORNEY GENERAL. THE BENEFICIARY EXEMPTION AFFIDAVIT IS ATTACHED TO THIS NOTICE OF DEFAULT AND ELECTION TO SELL FOR RECORDING.

Reference is made to that certain Deed of Trust made by RALPH E. ROPP, as Grantor, to the Rural Housing Service or its successor agency, as Trustee, in favor of the United States of America acting through the Rural Housing Service or its successor agency, United States Department of Agriculture, as Beneficiary, dated August 9, 2011, recorded August 19, 2011, as Document No: 2011-009577, Records of Klamath County Oregon, covering the following described real property situated in Klamath County, OR, to-wit:

For Complete Legal Description See Exhibit "A" attached to this Notice of Default and Election to Sell

Commonly referred to as 4535 Denver Avenue, Klamath Falls, OR 97603.

Alan N. Stewart of Merrill O'Sullivan LLP, 805 SW Industrial Way, Bend, OR 97702, was appointed Successor Trustee by the Beneficiary on November 7, 2017.

The undersigned hereby certifies that no assignments of the Deed of Trust by the Trustee or by the Beneficiary and no appointments of a Successor Trustee have been made except as recorded in the Mortgage Records of the County or Counties in which the above-described real property is situated, further, that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(4).

There is a default by the Grantor or other person owing an obligation, the performance of which is secured by the Deed of Trust, or by the 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:

As of November 9, 2017, pursuant to a Promissory Note dated August 15, 2011, the total amount of \$10,397.73, plus late charges in the amount of \$42.35 and fees due in the amount of \$8,527.14, for a total delinquency of \$18,967.22.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Deed of Trust immediately due and payable, those sums being the following, to-wit:

As of November 9, 2017, unpaid principal in the amount of \$16,203.90, accrued interest in the amount of \$578.87, subsidy recapture in the amount of \$0.00, assessed fees in the amount of \$9,042.86, and interest on fees in the amount of \$111.66, for a total amount of \$25,937.29, plus interest continuing to accrue at the rate of \$0.4439 per day, including daily interest on fees at the rate of \$0.2477, until paid, plus any unpaid property taxes, attorney's fees, foreclosure costs, and sums advanced by the beneficiary pursuant to the terms of said Deed of Trust.

Notice is hereby given that the Beneficiary and Trustee, by reason of the default, have elected and do hereby elect to foreclose the Deed of Trust 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 the Grantor has, or had the power to convey, at the time of the execution by Grantor of the Deed of Trust, together with any interest the Grantor or Grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust 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 11:00 o'clock, A.M., in accord with the standard of time established by ORS 187.110 on Wednesday, May 23, 2018, at the following place: on the front steps of the Klamath County Courthouse, located at 316 Main St., in the City of Klamath Falls, County of Klamath, State of Oregon, which is the hour, date and place last set for the 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 Deed of Trust, or of any successor in interest to the Grantor or of any lessee or other person in possession of or occupying the property, except:

<u>NAME AND LAST KNOWN ADDRESS</u>	<u>NATURE OF RIGHT, LIEN OR INTEREST</u>
Ralph E. Ropp 4535 Denver Avenue Klamath Falls, OR 97603	Grantor
Klamath County Irrigation District 6640 KID Lane Klamath Falls, OR 97603	Named Party: Ralph E. Ropp Claimant: Klamath Irrigation District Recorded: June 11, 2017 as 2017-005135 Amount: \$249.05
Klamath First Federal Savings & Loan Association Shasta Branch 2943 South Sixth Street Klamath Falls, OR 97603	Deed of Trust dated September 6, 2002 Trustor/Grantor: Ralph E. Ropp Amount: \$37,840.00 Recorded: September 9, 2002 as Volume: MO2, Page 51076

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five (5) days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Deed of Trust 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 Deed of Trust, 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 Deed of Trust, together with Trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

In accordance with the Fair Debt Collection Practices Act, this is an attempt to collect a debt, and any information obtained will be used for that purpose. This communication is from a debt collector.

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 the Deed of Trust, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for Wednesday, May 23, 2018. 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:

- THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.

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 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 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 90 days or at the end of your fixed term lease. 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 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

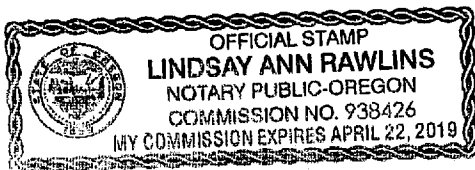
IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for 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.

DATED November 22, 2017.

Alan N. Stewart, Successor Trustee
Merrill O'Sullivan, LLP
805 SW Industrial Way, Ste. 5
Bend, OR 97702
Telephone: 541-389-1770

STATE OF OREGON, County of Deschutes) ss

This instrument was acknowledged before me on November 22, 2017, by Alan N. Stewart, as Successor Trustee.



Lindsay Ann Rawlins

Notary Public for Oregon

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situate in the N1/2 of the SW1/4 of the NW1/4 of Section 11, Township 39 South, Range 9 East, Willamette Meridian in Klamath County, Oregon, more particularly described as follows:

Beginning at a point marked by an iron pin driven in the ground in the center of a 60 foot roadway from which the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East, Willamette Meridian bears South 89° 44 ½' West along the center line of said roadway, a distance of 1,216.9 feet to a point in the West boundary of said Section 11, and North 0° 13 ½' West along the Section line 1,662.5 feet; running thence North 89° 44 1/2 ' East along the center line of the above mentioned roadway, a distance of 136.9 feet, more or less, to a point in the Easterly boundary of the SW1/4 of NW1/4 of said Section 11; thence North 0° 7' West along said Easterly boundary 331.5 feet, more or less, to a point in the Northerly boundary of said N1/2 of SW1/4 of NW1/4 of said Section 11; thence South 89° 47' West along said boundary line 137.5 feet; thence South 0° 7' East 331.6 feet, more or less to the point of beginning.

EXCEPTING THEREFROM the Easterly 70 feet, more or less, described as follows:

A parcel of land situated in N1/2 SW1/4 NW1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point marked by an iron pin driven in the ground in the center of a 60 foot roadway from which the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, bears South 89° 44 ½' West along the center line of said roadway a distance of 1,284.4 feet to a point in the West boundary of said Section 11, and North 0° 13 ½' West along the section line 1,662.5 feet; running thence North 89° 44 ½' East along the center line of the above mentioned roadway 69.4 feet, more or less, to a point in the Easterly boundary of SW1/4 NW1/4 of said Section 11; thence North 0° 7' West along said Easterly boundary 331.5 feet, more or less, to the Northerly boundary of said SW1/4 NW1/4 of said Section 11; thence South 89° 47' West along said North boundary line 70 feet; thence south 0° 7' East 331.55 feet, more or less, to the point of beginning.

After recording, return to:

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	United States of America, acting through the State Director for the State of Oregon for USDA Rural Housing Service
Jurisdiction*	State of Oregon

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

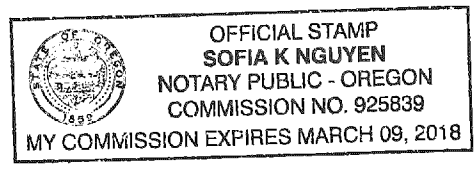
I, Jill A. Rees, Acting State Director being first duly sworn, depose, and state that: This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

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 86.735 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: 81 [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 Acting State Director 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.

Jill A. Rees 9-20-17
 Jill A. Rees, Acting State Director

State of Oregon)
) ss.
 County of Multnomah)

Signed and sworn to (or affirmed) before me this 20th day of September, 2017
 by Jill A. Rees, as Acting State Director for the State of Oregon for USDA Rural Housing Service.



Sofia K. Nguyen
 Notary Public for Oregon
 My commission expires: March 09, 2018