



2018-000245
Klamath County, Oregon
01/05/2018 02:52:01 PM
Fee: \$62.00

RECORDING COVER SHEET
ALL TRANSACTIONS, ORS: 205.234
AFTER RECORDING RETURN TO:
Hershner Hunter, LLP
Attn: Lisa Summers
PO Box 1475
Eugene, OR 97440

1. NAME OR TITLE OF THE TRANSACTION(S) -- ORS 205.234(a):

TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL UNDER TERMS OF TRUST DEED

2. SUCCESSOR TRUSTEE ON NOTICE OF DEFAULT:

NANCY K. CARY
PO Box 1475
Eugene, OR 97440

3. GRANTEE/BENEFICIARY ON NOTICE OF DEFAULT:

UMPQUA BANK, SUCCESSOR BY MERGER TO SECURITY BANK
PO Box 230727
Tigard, OR 97281

4. GRANTOR ON NOTICE OF DEFAULT:

MITCHELL PLATIS
1313 Lynnewood Boulevard
Klamath Falls, OR 97601

5. OREGON FORECLOSURES AVOIDANCE PROGRAM INFORMATION:

See Affidavit of Filing the Beneficiary Exemption Affidavit that is being recorded concurrently with this Notice of Default.

6. ORIGINAL TRUST DEED INFORMATION:

Date Recorded: August 25, 2000
Recording No.: M00, Page 31259
Official Records of Klamath County, Oregon

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENTS FOR RECORDING, ANY ERRORS CONTAINED IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENTS THEMSELVES.

47414T

TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER TERMS OF TRUST DEED

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.771, the following information is provided:

1. PARTIES:

Grantor: MITCHELL PLATIS
Trustee: AMERITITLE
Successor Trustee: NANCY K. CARY
Beneficiary: UMPQUA BANK, SUCCESSOR BY MERGER TO
SECURITY BANK

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

As described on the attached Exhibit A

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: August 25, 2000
Recording No.: M00, Page 31259
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: Monthly payments in the amount of \$608.32 each, due the first of each month, for the months of April 2017 through January 2018; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$86,078.26; plus interest at the rate of 8.3750% per annum from March 1, 2017; plus late charges of \$282.10; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed.

7. TIME OF SALE.

Date: May 31, 2018
Time: 11:00 a.m.
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

8. **RIGHT TO REINSTATE.** Any person named in ORS 86.778 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.778.

NOTICE REGARDING POTENTIAL HAZARDS

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 31, 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:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE IF YOU HAVE A FIXED TERM LEASE; OR

- 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.

DATED: January 2, 2018.

 Nancy K. Cary, Successor Trustee
 Hershner Hunter, LLP
 PO Box 1475
 Eugene OR 97440

STATE OF OREGON)
) ss.
 COUNTY OF LANE)

The foregoing instrument was acknowledged before me on January 2, 2018, by Nancy K. Cary, Successor Trustee.

Lisa M. Summers

Notary Public for Oregon
 My Commission Expires: 10/4/2019
 (TS #30057.30187)
 Telephone: (541) 686-0344



EXHIBIT A

Parcel 2 of Minor Land Partition No. 11-87, more particularly described as follows:

Lot 12, excepting therefrom the Northerly 125 feet thereof and Lot 11 of LAKESHORE GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM a tract of land situated in Lot 11 of LAKESHORE GARDENS, a duly recorded subdivision. Said tract being in the NE1/4 of the SE1/4 of Section 25, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northeast corner of said Lot 11; thence South $68^{\circ} 11'$ West 100.10 feet to the Northerly corner common to Lot 12 and said Lot 11; thence South $15^{\circ} 00'$ East along the lot line common to said Lots 11 and 12, 125.00 feet to a 1" pipe marking the Southeasterly corner of the tract of land described in Deed Volume 316, page 626, of the Klamath County Deed Records; thence North $67^{\circ} 29' 10''$ East 105.64 feet to a point on the Easterly boundary of said Lot 11, said point being North $17^{\circ} 30' 00''$ West 118.47 feet from the Southeast corner of said Lot 11; thence North $17^{\circ} 30' 00''$ West 121.14 feet, more or less, to the point of beginning.