

**2018-002536**

**Klamath County, Oregon**

03/07/2018 01:29:01 PM

Fee: \$72.00

**NOTICE OF DEFAULT  
AND ELECTION TO SELL**

**RE: Trust Deed from GEORGIA L. BROWN, Grantor**

**To QUALITY LOAN SERVICE CORPORATION  
OF WASHINGTON - Successor Trustee**

After recording return to:  
Quality Loan Service Corporation of Washington  
c/o Quality Loan Service Corporation  
411 Ivy Street  
San Diego, CA 92101

**TS No: OR-17-801628-SH**

**EXEMPT BENEFICIARY UNDER SB 558 AFFIDAVIT OF EXEMPTION ATTACHED**

Reference is made to that certain trust deed made by **GEORGIA L. BROWN** as grantor, to **AMERITITLE**, as trustee, in favor of **JAMES B. NUTTER & COMPANY**, as beneficiary, dated **5/13/2008**, recorded **5/19/2008**, in the Records of **KLAMATH** County, Oregon, and/or as fee/file/instrument/microfilm/reception No. **2008-007323** and subsequently assigned or transferred by operation of law to **JAMES B. NUTTER & COMPANY** encumbering the following described real property situated in the aforementioned state and county,

**APN: R505812 | R-3909-001BA-03600-00**

**LOT 2 AND THE NORTHWESTERLY 25 FEET OF LOT 3, BLOCK 3, FIRST ADDITION TO WINEMA GARDENS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary 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 86.752(7).

Please be advised that there has been 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 a breach. The default for which foreclosure is made is:

**BORROWER(S) HAVE DIED AND THE PROPERTY IS NOT THE PRINCIPAL RESIDENCE OF AT LEAST ONE SURVIVING BORROWER AND, AS A RESULT, ALL SUMS DUE UNDER THE NOTE HAVE BECOME DUE AND PAYABLE.**

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 86.815, 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 compensations of the trustee as provided by law and reasonable fees of trustee's attorneys.

The Sale will be held at the hour of **10:00 AM**, in accordance with the standard of time established by ORS 187.110 on **7/25/2018**, at the following place: **Inside the main lobby of the Klamath County Courthouse, located at 316 Main St, Klamath Falls, OR 97601** County of **KLAMATH**, State of Oregon, which is the hour, date and place last set for 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 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:

Name and Last Known Address and Nature of Right, Lien or Interest

GEORGIA BROWN  
6238 SHASTA WAY  
KLAMATH FALLS, OR 97603  
Original Borrower

KAREN CAHAN  
6238 SHASTA WAY  
KLAMATH FALLS, OR 97603  
Current Owner

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to the date last set for the sale, to have these foreclosure proceeding dismissed by curing the aforementioned default (if capable of being cured) by tendering the performance required under the obligation or trust deed and providing requisite proof of this cure to **James B. Nutter & Company**, whose contact information is:

800-886-9632 / 816-531-5642  
James B. Nutter & Company  
4153 Broadway  
Corporate NMLS: 2067  
Kansas City, MO 64111-99

Please note, however, that you are not required to pay any costs or expenses actually incurred in enforcing the obligation or trust deed, and/or trustee or attorneys' fees, in order to cure the default. Instead, if you otherwise cure the default(s) before the foreclosure sale, these sums will be added to the outstanding principal balance of your loan.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable. Regardless of whether or not the default is curable, you may also avoid foreclosure by paying the entire amount of the obligation secured by your trust deed. As of the **3/7/2018**, the total amount owed on your loan is: **\$140,082.98**.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and the words "trustee" and "beneficiary" include their respective successors-in-interest, if any.

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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

**NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF DEFAULT, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY A TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.**

TS No: **OR-17-801628-SH**

Dated: 3/7/18

**Quality Loan Service Corporation of Washington, as Trustee**

Signature By

*Timothy Donlon*  
**Timothy Donlon, Assistant Secretary**

**Quality Loan Service Corporation of Washington**

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington  
c/o Quality Loan Service Corp.  
411 Ivy Street  
San Diego, CA 92101

Trustee's Physical Address:

Quality Loan Service Corp. of Washington  
108 1<sup>st</sup> Ave South, Suite 202, Seattle, WA 98104  
Toll Free: (866) 925-0241

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

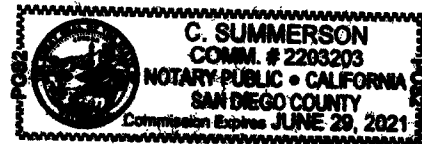
County of: San Diego

On 3/7/18 before me, C. Summerson a notary public, personally appeared Timothy Donlon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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.

(Seal)



*C. Summerson*  
Signature

**C. Summerson**

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/25/2018. 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**
- **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.**

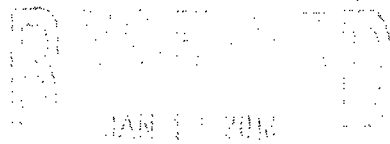
**The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.**

**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.**

**Oregon State Bar: (503) 684-3763; (800) 452-7636**

**Legal assistance: <http://oregonlawhelp.org/>**

After recording, return to:



DEPARTMENT OF JUSTICE  
PORTLAND, OREGON

**OREGON FORECLOSURE AVOIDANCE PROGRAM  
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	James B. Nuttall & Company
Jurisdiction*	Missouri

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

I, Michael Walters, Assistant Vice President (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: 18 [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 Assistant 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 Missouri )

) ss.

County of Jackson )

Signed and sworn to (or affirmed) before me this 10th day of January, 2018

by Michael Walters, Assistant Vice President

Notary Public for Missouri

My commission expires: 4/22/2020

TONYA L. CHANEY-SKINNER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Cass County  
My Commission Expires: 4/22/2020  
Commission # 12330565