

AFTER RECORDING RETURN TO:
Shapiro & Sutherland, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
S&S 18-123245

2018-014076
Klamath County, Oregon
11/20/2018 08:39:01 AM
Fee: \$117.00

NOTICE OF DEFAULT AND ELECTION TO SELL

A default has occurred under the terms of a trust deed made by Steven J. Wilsey and Patricia A. Wilsey, tenants by the entirety as grantor to First American Title Insurance Company, as trustee, in favor of JPMorgan Chase Bank, N.A., as named beneficiary, dated October 24, 2012, recorded November 16, 2012, in the mortgage records of Klamath County, Oregon, as Instrument/Reception/Recorder's Fee No. 2012-012783; MTGLQ Investors, L.P. is the present Beneficiary as defined by ORS 86.705(2), as covering the following described real property:

Described in the Deed of Trust as:

A PARCEL OF LAND SITUATED IN THE STATE OF OREGON, COUNTY OF KLAMATH, WITH A STREET LOCATION ADDRESS OF 4926 GROSBEAK DR; KLAMATH FALLS, OR 97601-8675 CURRENTLY OWNED BY STEVEN J WILSEY AND PATRICIA A WILSEY HAVING A TAX IDENTIFICATION NUMBER OF R889969 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 5-64704 DATED 9/19/2005 AND FURTHER DESCRIBED AS RYR, RANCHVIEW ESST TR 1422, LOT 1089.

And more accurately described as:

Lot 1089, Tract 1422, Ranchview Estates, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

COMMONLY KNOWN AS: 4926 Grosbeak Drive, Klamath Falls, OR 97601

Shapiro & Sutherland, LLC, Successor Trustee, whose address is 1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683, hereby certifies that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752.

There is a default by the grantor or other person owing an obligation, the performance of which is secured by said trust deed, or by their 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:

Monthly payments in the sum of \$1,019.65, from October 1, 2016 and monthly payments in the sum of \$991.22, from October 1, 2017, plus prior accrued late charges in the amount of

\$34.81, plus the sum of \$82.50 for advances, together with title expense, costs, trustee's fee and attorney's fees incurred herein by reason of said default, any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

By reason of said default, the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sums being the following, to-wit:

\$135,384.50, together with accrued interest in the sum of \$11,714.86, through November 19, 2018; further interest thereon at the rate of 4% per annum from November 20, 2018, plus prior accrued late charges in the amount of \$34.81, plus the sum of \$10,591.37 for advances, together with title expense, costs, trustee's fee and attorney's fees incurred herein by reason of said default, any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said 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 execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said 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.

Said sale will be held at the hour of 10:00 AM PT, in accordance with the standard time established by ORS 187.110 on April 3, 2019, at the following place: at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, OR, County of Klamath, State of Oregon, which is the hour, date and place last set for said sale.

Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.786 and ORS 86.789 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "Reinstatements/Payoffs – ORS 86.786" either by personal delivery or by first class, certified mail, return receipt requested, to the trustee's address shown below. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.shapiroattorneys.com/wa.

Notice is further given to any person named in ORS 86.778 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying 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 trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's fees and attorney fees not exceeding the amounts provided by said ORS 86.778.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said 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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 3, 2019. 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, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be

construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

The Successor Trustee, Shapiro & Sutherland, LLC, has authorized the undersigned Attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(9).

Shapiro & Sutherland, LLC
Successor Trustee

Dated: 11/19/2018

By: [Signature]
Kelly A Sutherland
OSB # 873575

STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

SUBSCRIBED AND SWORN to before me this 19 day of November, 2018,
by Kelly Sutherland.

[Signature]
Notary Public for Washington
My commission expires 2016/2020



STATE OF OREGON

CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

691096

I.D. TAG NO

136-2015-022321

STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY

Legal Name	First Patricia	Middle Alyce	Last Wilsey	Suffix	Death Date August 07, 2015
Sex Female	Age 71 years	Social Security Number	County of Death Klamath		
Birthdate	Birthplace Chicago, Illinois	Was Decedent Ever in U.S. Armed Forces?		No	
Residence: 4926 Grosbeak Drive			City/Town Klamath Falls		
Residence County Klamath		State or Foreign Country Oregon	Zip Code + 4 97601-8675	Inside City Limits? Yes	
Marital Status at Time of Death Married		Spouse's Name Prior to First Marriage Steven J Wilsey			
Father's Name Richard Birren			Mother's Name Prior to First Marriage Peggy		
Informant's Name Steven J Wilsey		Telephone Number Not Available	Relationship to Decedent Spouse	Mailing Address 4926 Grosebeak Drive, Klamath Falls, OR 97601-8675	
Place of Death Decedent's Residence - Hospice		Facility Name			
Location of Death 4926 Grosbeak Drive		City/Town or Location of Death Klamath Falls		State Oregon	Zip Code + 4 97601-8675
Method of Disposition Cremation		Place of Disposition Pyramid Cremations		Location (City/Town and State) Klamath Falls, Oregon	
Name and Complete Address of Funeral Facility Davenport's Chapel of The Good Shepherd 2680 Memorial Drive, Klamath Falls, Oregon 97601					
Date of Disposition TBD	Funeral Director's Signature Gary J Mueller		Electronically Signed	OR License Number FS-0588	
Registrar's Signature /S/ Maribynn Sutherland		Date Received August 12, 2015		Local File Number	
Amendment					

TO BE COMPLETED BY MEDICAL CERTIFIER

Was case referred to Medical Examiner?	No	Autopsy?	No	Were autopsy findings available to complete the cause of death?	Time of Death 1628
CAUSE OF DEATH IMMEDIATE CAUSE ↓ a. metastatic lobular breast cancer stage IV					Approximate Interval: Onset to Death 1 year
Due to (or as a consequence of) ↓ b.					
Due to (or as a consequence of) ↓ c.					
Due to (or as a consequence of) ↓ d.					
Other significant conditions contributing to death					
Manner of Death Natural	If Female Not Applicable	Did tobacco use contribute to death?			No
Date of Injury	Time of Injury	Place of Injury	Injury at Work?		
Location of Injury					
Describe how injury occurred			If transportation injury, specify.		
Name and Address of Certifier Eric Hampel 2688 Campus Drive, Klamath Falls, Oregon 97601					
Name and Title of Attending Physician if Other than Certifier				Date Signed August 11, 2015	
Medical Certifier /S/ Eric Hampel		Title of Certifier D.O.		License Number D027233	
Amendment					



45-2CC (01/06)

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORDS FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS.

DATE ISSUED.

September 06, 2018

THIS COPY IS NOT VALID WITHOUT INTACT OREGON STATE SEAL AND BORDER

JENNIFER A. WOODWARD, PH.D.
STATE REGISTRAR

