

After Recording Return To:  
Eugene V. Anderson  
Davis, Hearn, Anderson & Turner, PC  
515 East Main Street  
Ashland OR 97520

**2019-006909**

Klamath County, Oregon

06/19/2019 03:23:00 PM

Fee: \$117.00

### NOTICE OF DEFAULT AND ELECTION TO SELL

LINDA L. TIPTON(Grantor), is in default to Eugene V. Anderson, (Grantee) under that certain Deed of Trust dated July 05, 2002, recorded as Klamath County Official Records Document Vol. M02 Page 40065 , executed by Grantor to secure the Promissory Note to the order of James H. Woodard, in the original amount of \$61,500.00 plus interest, which Deed of Trust was assigned to Eugene V. Anderson by an Assignment of Trust Deed by Beneficiary or Beneficiary's Successor in Interest dated August 15, 2002 and recorded as Klamath County Official Records Document # 2012 - 009303.

As of September 25, 2017, the outstanding balance of the debt secured by said Trust Deed was \$132,901.50 (one hundred thirty two thousand nine hundred one and 50/100 dollars).

The Promissory Notes and Trust Deed are secured by that certain real property located, as described in a Deed of Trust of Record recorded at Klamath County Official Records, State of Oregon, fully described as:

Lot Three (3) in Block Three (3), of Klamath River Acres, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Commonly known as **15208 Clover Creek Road, Keno, Oregon.**

Grantors are now in default of the above referenced Promissory Notes and Deed of Trust due to Grantors' failure to make timely payment of the sums due thereunder, as follows:

Monthly payment in the sum of \$578.53 from August 10, 2002, plus accrued interest, late fees, costs disbursements, and/or fees incurred or paid by the beneficiary and/or the trustee, their employees, agents, successors or assigns.

Grantee has expressly elected to accelerate the amount due thereunder and this notice constitutes demand for full payment of all amount due under the above referenced Promissory Note which is in default in the amount of \$132,901.50 (one hundred thirty two thousand nine hundred one and 50/100 dollars) as of September 25, 2017, plus accrued interest, late fees, costs disbursements, and/or fees incurred or paid by the beneficiary and/or the trustee, their employees, agents, successors or assigns. No action is now pending to recover any part of the debt secured by the trust deed.

Grantee has elected to proceed to exercise their remedy of advertisement and sale of the above property pursuant to ORS 86.705 - 86.795 at public auction to the highest bidder for cash the interest in the said described real property which the grantor had, or had power to convey, at the time of the execution by it of the said trust deed, together with

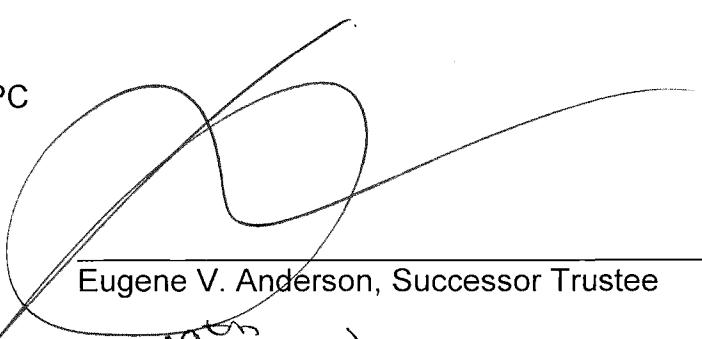
any interest which the grantor or its successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expense of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.753 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and "beneficiary" includes their respective successors in interest, if any.

The subject Trust Deed is an all-inclusive trust deed. Upon purchase of the subject secured real property at the trustee's sale Grantee will, as soon as practical thereafter, reconvey the trust deed evidencing the assumed debt recorded in Klamath County, Oregon as document number M02 Page 40065, at no additional cost to the purchaser.

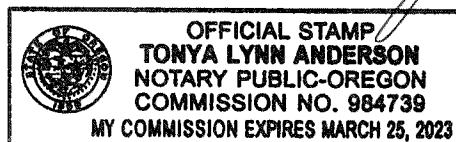
The trustee's sale will take place on **December 6, 2019 at 10:00 a.m.** local time, at the front entrance of the Klamath County Circuit Court, 316 Main St., Klamath Falls, OR 97601.

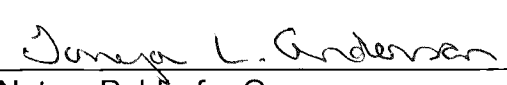
Dated: June 19, 2019.

Eugene V. Anderson  
Davis, Hearn, Anderson & Turner PC  
515 E. Main St.  
Ashland, OR 97520

  
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Eugene V. Anderson, Successor Trustee

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of June, 2019, by Eugene V. Anderson.



  
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Notary Public for Oregon  
My commission expires: 3-25-2023

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**NOTICE: YOU ARE IN DANGER OF LOSING  
YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property at **15208 Clover Creek Road, Keno, Oregon.**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure." The amount you would have had to pay as of June 19, 2019 to bring your mortgage loan current was \$132,901.50. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call Eugene V. Anderson at (541) 482-3111 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to: 515 East Main St, Ashland, Oregon 97520.

**THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF YOU DO NOT TAKE ACTION:**

**Date and time: December 6, 2019 at 10:00 a.m. local time.**

**Place: At the front entrance of the Klamath County Circuit Court, 316 Main St., Klamath Falls, OR 97601.**

**THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.

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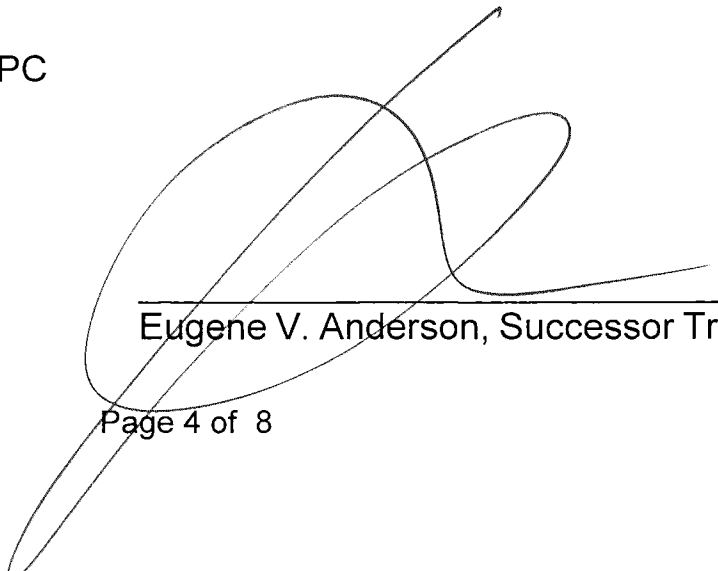
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Eugene V. Anderson at (541) 482-3111 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service in Oregon at 503-684-3763, or toll-free at 800-452-7636, or you may visit its website at: <http://www.osbar.org>. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>. Consumer mortgage foreclosure information may be obtained at 855-480-1950. Information on federal loan modification programs may be found at <http://www.makinghomeaffordable.gov/>.

**WARNING:** You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: June 19, 2019.

Eugene V. Anderson,  
Davis, Hearn & Anderson PC  
515 E. Main St,  
Ashland, OR 97520  
(541) 482-3111



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Eugene V. Anderson, Successor Trustee

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## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **December 6, 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:

- 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.

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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.

### FAIR DEBT COLLECTION PRACTICES ACT

The Fair Debt Collection Practices 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 proceeding: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.