


MTC 337322 AM

2019-014616

Klamath County, Oregon

12/17/2019 09:38:03 AM

Fee: \$112.00

AFTER RECORDING PLEASE
RETURN TO:

David W. Criswell
Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204
(503) 778-2100

NOTICE OF DEFAULT AND ELECTION TO SELL

DEED OF TRUST AND PROPERTY DESCRIPTION:

This instrument makes reference to that certain Deed of Trust dated March 15, 2014, and recorded March 31, 2014, as Instrument No. 2014-002775 in the Official Records of Klamath County, State of Oregon, and re-recorded on April 15, 2014, as Instrument No. 2014-003314 in the Official Records of Klamath County, State of Oregon wherein REAMES GOLF & COUNTRY CLUB, an Oregon nonprofit corporation, is the Grantor, AMERITITLE is the Trustee, and WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION (successor in interest to Washington Federal by legal name change) is the Beneficiary (the "Deed of Trust"). The aforementioned Deed of Trust covers property (the "Property") described as:

Parcels 1, 2 and 3 of Land Partition 33-10, situated in the NE1/4 and SE1/4 of Section 7, the NW1/4 and SW1/4 of Section 8 and the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, recorded February 7, 2012 in Volume 2012-001403, Microfilm Records of Klamath County, Oregon.

Excepting from Parcel 1 all that portion, more particularly described as follows:

A tract of land being a portion of Parcel 1 of Land Partition 33-10, situated in the NE1/4 NE1/4 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County,

Oregon, being more particularly described as follows:

Beginning at a point on the South line of said Parcel 1, from which the Southwest corner of said Parcel 1 bears North 89°11'12" West 271.10 feet; thence North 61°34'04" East 761.78 feet; thence South 28°25'56" East 96.54 feet to a point on the Northwestern right of way line of the Burlington Northern Railroad Spur; thence South 41°47'33" West, along the said Northwestern right of way line, 381.40 feet to its intersection with the South line of said Parcel 1; thence North 89°11'12" West, along the said South line, 461.73 feet to the point of beginning, with bearings based on Land Partition 33-10 on file at the office of the Klamath County Clerk.

Together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements"), all Additional Collateral described in Exhibit A attached hereto and incorporated herein by reference, and all other personal property described in the Deed of Trust.

The undersigned hereby certifies that he has no knowledge of any assignments of the Deed of Trust by the Trustee or by the Beneficiary or any appointments of a Successor Trustee other than the appointment of DAVID W. CRISWELL, ESQ., as Successor Trustee as recorded in the property records of the county in which the Property described above is situated. Further, the undersigned certifies 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, it has been dismissed except as permitted by ORS 86.752(7).

The name and address of the Successor Trustee is as follows:

David W. Criswell
Successor Trustee
Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204

The Deed of Trust is not a "Residential Trust Deed", as defined in ORS 86.705(6), thus the requirements of Chapter 304 [S.B. 558], Oregon Laws 2013, Chapter 112 [S.B. 1552], Section 4a, Oregon Laws 2012, and ORS 86.771(10) do not apply.

DEFAULT BY GRANTORS:

There are continuing and uncured defaults by Reames Golf & Country Club (the "Borrower") that, based on the provisions of the Deed of Trust and the written documents for Loan No. 448788-0, including the promissory note dated and effective as of March 15, 2014 (the "Note"), authorize the foreclosure of the Deed of Trust and the sale of the Property described

above, which uncured and continuing defaults include but are not necessarily limited to the following:

1. Grantor's failure to pay to Beneficiary, when and in the full amounts due, monthly installments as set forth on the Note secured by said Deed of Trust. Through April 15, 2019, the monthly installments due under the Note in the amount of \$8,544.49 included principal and interest. Beginning May 15, 2019, through the present date, monthly installments due under the Note in the amount of \$9,449.12 include principal and interest. The Grantor failed to make payments on this loan due on June 15, 2018, and July 15, 2018. On or about September 5, 2018, Beneficiary received a partial payment of \$8,544.49 which was applied towards the Note (used to satisfy the June 15, 2018, payment). Grantor has made no payments on the Note since September 6, 2018, and for each month thereafter through and including December 3, 2019. Based on the cross-default provisions in the governing loan documents, the indebtedness due under Grantor's Loan No. 448639-5 and Loan No. 62760803411 was accelerated on September 7, 2018. As a result of such acceleration, all amounts due under Loan No. 448639-5 and Loan No. 62760803411 are also now immediately due and payable. In addition, on or about October 8, 2019, Beneficiary made a protective advance in the aggregate amount of \$36,172.13 and paid the past due real property taxes owing to Klamath County. The protective advance has been added to the indebtedness secured by the Deed of Trust and accrues interest at the default rate under the Note of 12% per annum (360 days/year). ALL AMOUNTS are now due and payable along with all costs and fees associated with this foreclosure.

2. Additional defaults include Grantor's: (i) allowing a federal tax lien by the Internal Revenue Service to attach to the property in the amount of \$110,688.96 (Federal Serial No. 301121018); (ii) allowing a writ of execution tax warrant by the State of Oregon to attach to the property in the amount of \$8,214.69 (plus interest) (Warrant No. F5291); (iii) allowing a federal tax lien by the Internal Revenue Service to attach to the property in the amount of \$14,794.75 (Federal Serial No. 355189718); (iv) allowing a personal property tax warrant by Klamath County, Oregon, to attach to the property in the amount of \$4,953.17 (plus interest); (v) allowing a federal tax lien by the Internal Revenue Service to attach to the property in the amount of \$1,291.04 (Federal Serial No. 367187119); (vi) allowing a writ of execution tax warrant by the State of Oregon to attach to the property in the amount of \$4,803.69 (plus interest) (Warrant No. G2280); and (vii) ceasing business operations for the 2019/2020 winter season.

TOTAL UNCURED MONETARY (PAYMENT) DEFAULT:

By reason of said uncured and continuing defaults, the Beneficiary has accelerated and declared all sums owing on the obligation secured by the Deed of Trust and the Property immediately due and payable. The sums due and payable being the following:

Loan No. 448788-0

Unpaid principal amount due and owing under the Note as of November 6, 2019:	\$ 1,339,940.28
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Accrued and unpaid interest owing under the Note as of November 6, 2019 (including default interest at the default rate of 12% per annum) (\$446.65 per diem):	176,514.76
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Late charges as of November 6, 2019:	10,263.80
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Fees and costs as of November 6, 2019 (excluding legal):	7,140.00
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Escrow Balance as of November 6, 2019:	36,172.13
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Pre-payment Penalty Charge as of November 6, 2019:	10,744.23
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Collateral Release Fee:	330.00
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Legal Fees thru September 27, 2019:	<u>4,850.24</u>
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TOTAL DUE Loan No. 448788-0:	<u>\$ 1,585,955.44</u>
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Loan No. 448639-5

Unpaid principal amount due and owing under the Note as of November 6, 2019:	\$ 10,536.37
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Accrued and unpaid interest owing under the Note as of November 6, 2019 (including default interest at the default rate of 12% per annum) (\$3.51 per diem):	972.78
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Late charges as of November 6, 2019:	535.76
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Fees and costs as of November 6, 2019 (excluding legal):	560.00
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Collateral Release Fee:	<u>330.00</u>
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TOTAL DUE Loan No. 448639-5:	<u>\$ 12,934.91</u>
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Loan No. 62760803411

Unpaid principal amount due and owing under the Note as of November 6, 2019:	\$ 25,579.24
Accrued and unpaid interest owing under the Note as of November 6, 2019 (including default interest at the default rate of 12% per annum) (\$8.53 per diem):	3,586.89
Late charges as of November 6, 2019:	687.45
Fees and costs as of November 6, 2019 (excluding legal):	560.00
Collateral Release Fee:	<u>50.00</u>
TOTAL DUE Loan No. 62760803411:	<u>\$ 30,463.58</u>

Accordingly, the sum owing on the obligation secured by the Deed of Trust is \$1,629,353.93 as of November 6, 2019, together with default interest accruing on the principal portion of that amount, plus additional costs and expenses incurred by Beneficiary and/or the Successor Trustee (including their respective attorney's fees, costs, and expenses).

ELECTION TO SELL:

Notice is hereby given that the Beneficiary, by reason of the uncured and continuing defaults described above, has elected and does hereby elect to foreclose said Deed of Trust by advertisement and sale pursuant to ORS 86.752 *et seq.*, and to cause to be sold at public auction to the highest bidder for cash, the Grantor's interest in the subject Property, which the Grantor had, or had the power to convey, at the time the Grantor executed the Deed of Trust in favor of the Beneficiary, along with any interest the Grantor or the Grantor's successors in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust as well as the expenses of the sale, including compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

PLEASE TAKE NOTICE that the sale will be held at the hour of 11:00 a.m., in accordance with the standard of time established by ORS 187.110, on April 30, 2020, on the front steps of the main entrance to the Klamath County Courthouse, at 316 Main Street, Klamath Falls, OR 97601.

RIGHT OF REINSTATEMENT:

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 (A) 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, together with the costs and expenses actually incurred in enforcing the terms of the obligation, as well as Successor Trustee and attorney fees as prescribed by ORS 86.778; and (B) by curing all such other continuing and uncured defaults as noted in this Notice.

NOTICE REQUIRED UNDER ORS 86.771(9):

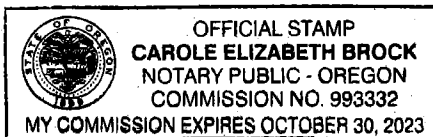
Without limiting the Successor Trustee's disclaimer of representations or warranties, Oregon law requires the Successor Trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known 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.

DATED: December 13, 2019.

By: DWC ll
David W. Criswell, OSB 925930
Successor Trustee
Lane Powell PC
601 SW Second Avenue, Suite 2100
Portland, OR 97204
Telephone: (503) 778-2100
Facsimile: (503) 778-2200
Email: CriswellD@LanePowell.com

STATE OF OREGON)
) ss.
County of Multnomah)

On December 13, 2019, the above named David W. Criswell personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.



Ch E. n
Notary Public for Oregon
My Commission Expires: 10/30/2023

EXHIBIT A

Additional Collateral

The Collateral located on the Property as detailed in UCC Financing Statement filed March 20, 2014 with the Oregon Secretary of State, File No. 89992732, more particularly described as follows:

All fixtures, equipment and other articles of personal property that is attached to or used or adopted for use in the operation of the premises and/or the business thereon described herein and all accessions, additions, replacements and substitutions relating to the foregoing fixtures, equipment and other personal property. Some or all of the collateral is located on the real estate described herein as the Property. The owner of the Property is the Grantor.

All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles; whether any of the foregoing is owned now or acquired later; all accessions, additions, replacements, and substitutions relating to any of the foregoing; all records of any kind relating to any of the foregoing; all proceeds relating to any of the foregoing (including insurance, general intangibles and other accounts proceeds).