

2021-005151

Klamath County, Oregon



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04/05/2021 02:45:18 PM

Fee: \$112.00

After recording, return to:

Lawrence F. Finneran
Attorney at Law
PO Box 359
Coos Bay, Oregon 97420

COVER SHEET

Name of the Document:

Notice of Default and Election to Sell

Parties to Trust Deed referenced
in Notice of Default and Election
to Sell:

Connie Elaine Wimmer, Grantor

AmeriTitle, Trustee

Hannah L. Hill, Beneficiary

NOTICE OF DEFAULT AND ELECTION TO SELL

This Notice of Default and Election to Sell is made with respect to that certain Trust Deed having Connie Elaine Wimmer as Grantor, AmeriTitle as Trustee, and Hannah L. Hill as Beneficiary, dated October 1, 2015, and recorded October 22, 2015, in the Real Property Records of Klamath County, Oregon, as Instrument No. 2015-011612, (hereinafter referred to as the "Trust Deed"). The real property subject to said Trust Deed is commonly known as 15309 Highway 66, Keno, Oregon, and is legally described as follows:

PARCEL 1:

Lot 17 and the Northeasterly 20 feet of Lot 18 in Block 6 of TOWN OF DOTEN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM the Northwesterly 75 feet of Lot 17 and the Westerly 75 feet of the Northeasterly 20 feet of Lot 18 in Block 6 of TOWN OF DOTEN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2:

Lot 19 and the Southwesterly 40 feet of Lot 18 in Block 6 of TOWN OF DOTEN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(Tax Account Nos. 501139 and 875529)

Lawrence F. Finneran as Successor Trustee whose mailing address is PO Box 359, Coos Bay, Oregon, 97420, hereby certifies that no assignment of the Trust Deed by the Trustee or by the Beneficiary and no appointment of a Successor Trustee have been made except as recorded in the real property records of Klamath County, Oregon; and, that no action has been instituted to recover the debt, or any part thereof, 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).

There is a default by Grantor in the performance of the Trust Deed and/or the Promissory Note secured thereby. The occurrence of such default authorizes the Beneficiary and the Trustee to proceed with the foreclosure of said Trust Deed by advertisement and sale. The default for which foreclosure is made is Grantor's failure to pay when due the following sums:

The sum of \$19,382.70 plus interest thereon at the rate of 6% per annum from April 22, 2019, until paid. Also the failure to pay real property taxes on the above described real property which are now past due in the sum of \$1,386.13.

By reason of the default, the Beneficiary has declared the entire unpaid balance owed on the Promissory Note secured by the Trust Deed immediately due and payable. Said unpaid balance of the Promissory Note is:

The sum of \$19,382.70 plus interest thereon at the rate of 6% per annum from April 22, 2019, until paid.

Notice is hereby given that the Beneficiary and the Trustee, by reason of Grantor's 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 above described real 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 acquired after the execution of the Trust Deed, to satisfy all obligations secured by the Trust Deed and the expenses of sale, including compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

The sale will be held at 1:30 p.m. on August 24, 2021, at the front door of the Klamath County Courthouse, 316 Main Street, in the city of Klamath Falls, County of Klamath, state of Oregon, which is the hour, date, and place set for the sale.

Neither the Beneficiary nor the Trustee has any actual notice of any person having or claiming to have a lien, ownership interest, possessory interest, or other right or interest in the above described real property which is subsequent to the interest of the Trustee under the Trust Deed or knowledge of any person in possession of or occupying said real property, except:

<u>NAME AND LAST KNOWN ADDRESS</u>	<u>NATURE OF RIGHT, LIEN, OR INTEREST</u>
Connie Elaine Wimmer (Deceased)	Grantor
Raymond S. Bilben c/o Timothy I. Marks Attorney at Law 4753 E. Olive Avenue, Suite 103 Fresno, California 93702	Heir at Law of Deceased Grantor

NAME AND LAST KNOWN ADDRESS

NATURE OF RIGHT, LIEN, OR INTEREST

Logan Dykehouse
8243 W. Avenue D4
Lancaster, California 93526-7032

Heir at Law of Deceased Grantor

Riley Dykehouse
8243 W. Avenue D4
Lancaster, California 93526-7032

Heir at Law of Deceased Grantor

Cody Dykehouse
8243 W. Avenue D4
Lancaster, California 93526-7032

Heir at Law of Deceased Grantor

Dawn L. Dykehouse
8243 W. Avenue D4
Lancaster, California 93526-7032

Guardian of the above named
Logan Dykehouse, Riley Dykehouse,
and Cody Dykehouse

The above named heirs at law of the deceased Grantor are all of the heirs at law of said Grantor.

Notice is hereby given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding 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) and by curing any other default complained of herein that is capable of being cured, by tendering the performance required under the Promissory Note and Trust Deed, and in addition thereto paying all costs and expenses actually incurred in enforcing the Promissory Note and Trust Deed, together with Trustee's and attorney fees not exceeding the amounts provided by ORS 86.778.

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.

In construing this Notice of Default and Election to Sell, 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 the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for August 24, 2021. 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 days 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,

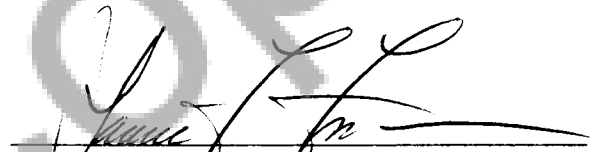
• You must move out by the date the new owner specifies in a notice to you.

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.

If you believe you need legal assistance with this matter, you may contact the Oregon State Bar and ask for the lawyer referral service at phone number 503.684.3763 or toll-free in Oregon at 800.452.7636 or you may visit its website at: <http://www.osbar.org>. If you have a low income and meet federal poverty guidelines, you may be eligible for free legal assistance. For more information about free legal assistance and a directory of legal aid programs, go to <http://www.oregonlawhelp.org> or call Oregon Legal Services at 541.269.1226 or toll-free at 800.303.3638.

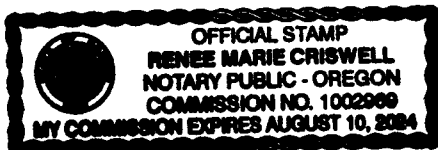
DATED March 31, 2021.

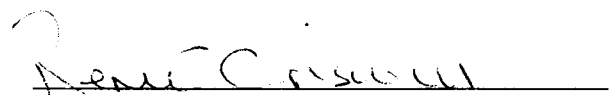

Lawrence F. Finneran, Successor Trustee

STATE OF OREGON)
)
County of Coos)

March 31, 2021

Personally appeared before me the above named Lawrence F. Finneran who acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public - State of Oregon