

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

2021-017705
Klamath County, Oregon
11/29/2021 03:44:01 PM
Fee: \$102.00

NOTICE OF DEFAULT AND ELECTION TO SELL AND OF SALE

Reference is made to a certain trust deed ("Trust Deed") made, as follows: West Coast Construction and Remodel, LLC, an Oregon limited liability company, and Danny Garcia, Grantors; AmeriTitle, Trustee; and Edwin Hildebrand and Judith Hildebrand, husband and wife, Beneficiary, recorded in Official/Microfilm Records, Volume 2018, Page 006113, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon, commonly known as ("Property"):

PARCEL 1: Lot 10 in Block 43 of Tract 1184, Oregon Shores Unit 2, First Addition, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

PARCEL 2: Lot 28, Block 44, TRACT 1184, OREGON SHORES UNIT 2, FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 3: Lot 8, Block 28 of Tract 1113 Oregon Shores Unit 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

The defaults for which foreclosure is made is grantor's failure to pay when due the following sums: Failure to make monthly payments of \$200.00 since June 19, 2019, therefore, leaving a balance due of \$30,703.60 from October 22, 2019, plus per diem of \$8.13.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: \$36,527.11 principal plus interest thereon at the rate of 10% per annum from October 7, 2021 until paid; 2019-2021 Klamath County real property taxes in the amount of \$626.53, plus interest thereon, if any; 2019-2021 Oregon Shores Homeowners Association Fees in the amount of \$2,400.00, plus interest thereon, if any; 2019-2020 Oregon Shores Homeowners Association liens in the amount of \$1,055, plus interest thereon, if any. Trustee's fees, attorney's fees, foreclosure costs and any sums advanced by beneficiary pursuant to the terms of said trust deed.


WHEREFORE, notice hereby is given that the undersigned trustee will, on April 5, 2022, at the hour of 10:00 o'clock a.m., in accord with the standard of time established by ORS 187.110, at the following place: Office of Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, OR, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.783 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 obligation or Trust Deed, and in addition to paying said sum 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 and attorney's fees not exceeding the amounts provided by said ORS 86.783.

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, the singular includes the plural, the word "grantor" includes each and every grantor, any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Deeds of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

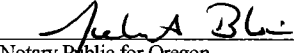
Dated: November 22, 2021.

TRUSTEE:

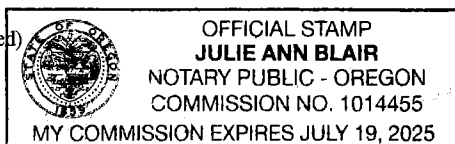

Michael P. Rudd, Successor Trustee

STATE OF OREGON, County of Klamath) ss.

Personally appeared before me this 22nd day of November, 2021, the above-named Michael P. Rudd and acknowledged the foregoing instrument to be his voluntary act and deed.


Notary Public for Oregon
My Commission expires: 07/19/25

(Continued)



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for April 5, 2022. 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.

You may contact the Oregon State Bar's lawyer referral service at 503-684-3763 or toll-free in Oregon at 800-452-7636. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org> or contact the Oregon State Bar's lawyer referral service at the phone numbers referenced above.

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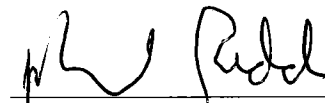
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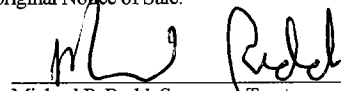
Dated: November 22, 2021.

TRUSTEE


Michael P. Rudd, Successor Trustee

STATE OF OREGON)
) ss.
County of Klamath)

I, the undersigned, certify that the foregoing is a complete and exact copy of the original Notice of Sale.


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(Continued)

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NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT,
15 U.S.C. § 1692

1. The amount of the debt is stated in the Notice of Sale attached hereto.
2. The beneficiary named in the attached Notice of Sale is the creditor to whom the debt is owed.
3. The debt described in the Notice of Sale attached hereto will be assumed to be valid by the trustee unless the debtor, within 30 days after the receipt of this notice, disputes the validity of the debt or some portion thereof.
4. If the debtor notifies the trustee in writing within 30 days of receipt of this notice that the debt or any portion thereof is disputed, the trustee will provide verification of the debt, and a copy of the verification will be mailed to the debtor by the trustee.
5. If the creditor named as beneficiary in the attached Notice of Sale is not the original creditor, and if the debtor makes a written request to the trustee within 30 days from receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the trustee.
6. Written requests or objections should be addressed to: Brandsness, Brandsness & Rudd, P.C., 411 Pine Street, Klamath Falls, Oregon 97601.

This is an attempt to collect a debt and any information obtained will be used for that purpose.