

2022-010083

Klamath County, Oregon

08/18/2022 12:43:02 PM

Fee: \$102.00

NOTICE OF DEFAULT AND ELECTION TO SELL

Original Beneficiary Name:

Wanda M. Ridenour

Trustor Name:

Karen E. Johnson and Jim A. Rose

Original Trustee Name:

Western Title & Escrow Company

Original trust deed recorded:

6/24/2009, as Document No.: 2009-008747

TS NO.: LO-32800-OR

After recording return to:

Darren J. Devlin, Esq.

c/o Law Offices of Jason C. Tatman

5677 Oberlin Drive, Suite 210

San Diego, California 92121

Phone: 844-252-6972

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by Karen E. Johnson and Jim A. Rose as grantor, to Darren J. Devlin, Esq. as successor trustee, in favor of Wanda M. Ridenour, as beneficiary, dated 6/17/2009, recorded 6/24/2009, in the Records of Klamath County, Oregon, in book XX at page XX, and/or as instrument No. 2009-008747, covering the following described real property situated in the above-mentioned county and state, to wit: **Lots 8 through 12, Block 30 Crescent, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, together with the one-half portion of vacated alley adjacent to said lots which inure thereto.**

The street address or other common designation, if any for the real property described above is purported to be:
212 Stevens St, Crescent, OR 97733

The Tax Assessor's Account ID for the Real Property is purported to be: **R-2409-030DB-09200-000**

The undersigned hereby certifies that no assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by law.

There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sums:

Delinquent Payments

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>TOTAL</u>
1/24/2022	8/12/2022	7	0	\$704.95	\$4,934.65

Total Late Charges: \$0.00

Beneficiary Advances

Misc Fees \$365.00

TS No: LO-32800-OR

Loan No: 37770100000617

\$5,299.65

TOTAL FORECLOSURE COST (estimated):

\$2,955.25

TOTAL REQUIRED TO REINSTATE:

\$8,254.90

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

Installment of Principal and Interest plus impounds and/or advances which became due on 1/24/2022 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

Notice hereby is given that the beneficiary and trustee, by reason of 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 described 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 or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the 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.

The Sale will be held at the hour of 10:00 AM, in accord with the standard of time established by ORS 187.110 and pursuant to ORS 86.771(7) **on 12/30/2022**, at the following place: **Inside the main lobby of the Klamath Falls County Courthouse, 316 Main Street, Klamath Falls** County of Klamath, State of Oregon, which is the hour, date and place last set for sale.

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

Name and Last Known Address

**Karen E. Johnson and Jim A. Rose
212 Stevens St
Crescent, OR 97733**

Nature of Right, Lien or Interest

Borrower

Notice is further 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 obligation or trust deed, and in addition to paying the 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 and attorney fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is
Darren J. Devlin, Esq.
Law Offices of Jason C. Tatman
5677 Oberlin Drive, Suite 210
San Diego, California 92121
Phone: 844-252-6972

TS No: LO-32800-OR

Loan No: 37770100000617

Without limiting the trustee's disclaimer of representation 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 any successor in interest to this 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.

Dated: 8/12/22

By:

Darren J. Devlin

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

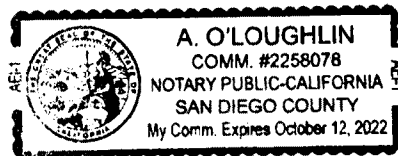
STATE OF California
COUNTY OF San Diego

On 12 August 2022 before me, A. O'Loughlin, a notary public, personally appeared Darren J. Devlin who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. O'Loughlin (Seal)



Darren J. Devlin, Bar# 97211
c/o Law Offices of Jason C. Tatman, APC
5677 Oberlin Drive, Suite 210, San Diego, CA 92121
(844) 252-6972

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

After recording, return to:

OREGON FORECLOSURE AVOIDANCE PROGRAM BENEFICIARY EXEMPTION AFFIDAVIT

Lender/Beneficiary:	NWR Receivables Trust
Jurisdiction*	Conshohocken, Pa.

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, William Skirm (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under ORS 86.726(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the 2021 calendar year: 0 [not to exceed 30];
2. The undersigned further certifies that she/he: [check only one of the following boxes]
[] is the individual claiming exemption from requirements established under ORS 86.705 to 86.815, or
[x] is the CEO and Outboard Administration [insert title] of the entity claiming exemption from requirements established under ORS 86.705 to 86.815 and is authorized by such entity to execute this affidavit on its behalf.

(Signature)

State of PA)
) ss.

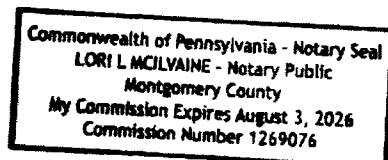
County of Montgomery

Signed and sworn to (or affirmed) before me this 14 day of July, 2022
by William S. Skyrum.

Notary Public for Congohocme, PA.

My commission expires: 8-3-2026

Gov. A. McAlvair



Darren J. Devlin, Esq.
Law Offices of Jason C. Tatman
5677 Oberlin Drive, Suite 210
San Diego, California 92121
844-252-6972

Date: 8/12/2022

T.S. Number: LO-32800-OR
Loan Number: 37770100000617

DEBT VALIDATION NOTICE

1. The enclosed document relates to a debt owed to:

NWC Receivables Trust

2. You may send us a written request for the name and address of the original creditor, if different from the current creditor, and we will obtain and mail the information within thirty (30) days after we receive your written request.
3. As of **8/12/2022** the total delinquency owed was **\$8,254.90**, but this amount will increase until the delinquency has been fully paid.
4. As of **8/12/2022** the amount required to pay the entire debt in full was the unpaid principal balance of **\$77,198.24**, plus interest from **12/24/2021**, late charges, negative escrow and attorney and/or trustee's fees and costs that may have been incurred. The amount will increase daily until the debt has been paid in full.
5. You may dispute the validity of this debt, or any portion thereof, by contacting our office within thirty (30) days after receiving this notice. In that event, we will obtain and mail to you written verification of the debt. Otherwise, we will assume that the debt is valid.

**WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION
WE OBTAIN WILL BE USED FOR THAT PURPOSE.**