

2022-014555

Klamath County, Oregon

12/27/2022 12:44:01 PM

Fee: \$112.00

AFTER RECORDING RETURN TO:
Janeway Law Firm, LLC formerly known as
Shapiro and Sutherland, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
JLF 22-128054

NOTICE OF DEFAULT AND ELECTION TO SELL

A default has occurred under the terms of a trust deed made by Rosemary J. Ochoa as grantor to Amerititle, as trustee, in favor of Citifinancial, Inc., as named beneficiary, dated November 15, 2006, recorded November 20, 2006, in the mortgage records of Klamath County, Oregon, as Instrument No. 2006-023203; Nationstar Mortgage LLC is the present Beneficiary as defined by ORS 86.705(2), as covering the following described real property:

**LOT 5 AND THE NORTH 25 FEET OF LOT 6 IN BLOCK 4 OF SOUTH CHILOQUIN,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF
THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

COMMONLY KNOWN AS: 422 1st Avenue, Chiloquin, OR 97624

Janeway Law Firm, LLC, Successor Trustee, whose address is 1499 SE Tech Center Place, Suite 255, Vancouver, WA 98683, hereby certifies that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752.

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

Delinquent Monthly payments from June 25, 2022 in the sum of \$1,859.14, and monthly payments in the amount of \$374.17 from January 1, 2023, plus prior accrued late charges in the amount of \$24.98, plus the sum of \$220.00 for advances, together with title expense, costs, trustee's fee and attorney's fees incurred herein by reason of said default, any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

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

\$27,067.67, together with accrued interest in the sum of \$1,237.93, through December 27, 2022; further interest thereon at the rate of 7.45% per annum from December 28, 2022, plus prior accrued late charges in the amount of \$24.98, plus the sum of \$3,159.51 for advances, together with title expense, costs, trustee's fee and attorney's fees incurred herein by reason of said default,

any further sums advanced by the beneficiary for the protection of the above described property and its interest therein; and prepayment penalties/premiums, if applicable.

Notice hereby is given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of the trust deed, to satisfy the obligations secured by said 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.

Said sale will be held at the hour of 10:00 AM PT, in accordance with the standard time established by ORS 187.110 on May 24, 2023, at the following place: at the main entrance of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, OR, County of Klamath, State of Oregon, which is the hour, date and place last set for said sale.

Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.786 and ORS 86.789 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "Reinstatements/Payoffs – ORS 86.786" either by personal delivery or by first class, certified mail, return receipt requested, to the trustee's address shown below. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Lender bid information is also available at the trustee's website, www.logs.com/janeway_law_firm.

Notice is further given to any person named in ORS 86.778 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying 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 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 fees and attorney fees not exceeding the amounts provided by said ORS 86.778.

In construing this notice, the masculine gender includes the feminine and the neuter, 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 said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 24, 2023. 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.

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

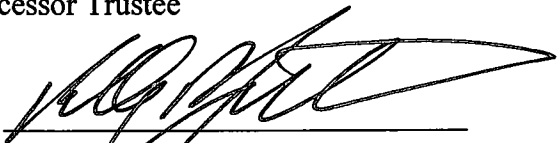
Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

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

The Successor Trustee, Janeway Law Firm, LLC, has authorized the undersigned Attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(9).

Janeway Law Firm, LLC
Successor Trustee

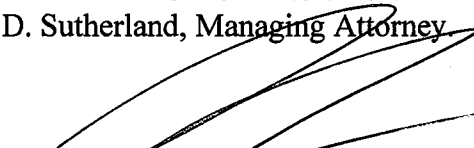
Dated: 12/27/2022

By: 

Name: Kelly D. Sutherland
Title: Managing Attorney
OSB #863575

STATE OF WASHINGTON)
) SS.
COUNTY OF CLARK)

SUBSCRIBED AND SWORN to before me this 27th day of December, 2022,
by Kelly D. Sutherland, Managing Attorney.



Notary Public for Washington
My commission expires 10/16/2024



STATE OF OREGON

CERTIFICATION OF VITAL RECORD

OREGON HEALTH AUTHORITY CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

877564
I.D. TAG NO.

136-2020-006761
STATE FILE NUMBER

TO BE COMPLETED BY FUNERAL FACILITY	Legal Name		First	Middle	Last	Suffix	Death Date	
			Rosemary	Joyce	Ochoa		March 16, 2020	
	Sex	Age	Social Security Number		County of Death			
	Female	79 years			Klamath			
	Birthdate	Birthplace	Was Decedent Ever in U.S. Armed Forces?					
		Klamath Falls, Oregon	No					
	Residence		City/Town					
	422 S First Street		Chiloquin					
	Residence County		State or Foreign Country		Zip Code + 4		Inside City Limits?	
	Klamath		Oregon		97624-0000		Yes	
Marital Status at Time of Death		Spouse's Name Prior to First Marriage						
Widowed		Manuel - Ochoa Jr.						
Father's Name		Mother's Name Prior to First Marriage						
Franklin - Tuter								
Informant's Name		Telephone Number	Relationship to Decedent		Mailing Address			
Shawn - Jackson		Not Available	Daughter		30101 Modoc Point Road, Chiloquin, OR 97624-9707			
Place of Death		Facility Name						
Decedent's Residence - Hospice								
Location of Death		City/Town or Location of Death		State		Zip Code + 4		
422 S First Street		Chiloquin		Oregon		97624-0000		
Method of Disposition		Place of Disposition		Location (City/Town and State)				
Cremation		Pyramid Cremations		Klamath Falls, Oregon				
Name and Complete Address of Funeral Facility								
Davenport's Chapel of The Good Shepherd 2680 Memorial Drive, Klamath Falls, Oregon 97601								
Date of Disposition		Funeral Director's Signature		Electronically Signed		OR License Number		
TBD		Natalie M Davenport				FS-0685		
Registrar's Signature		Date Received		Local File Number				
Jennifer A. Woodward		March 17, 2020						
Amendment								
TO BE COMPLETED BY MEDICAL CERTIFIER	Was case referred to Medical Examiner?		Autopsy?		Were autopsy findings available to complete the cause of death?		Time of Death	
	No		No				1010	
	[Redacted Section]							
	Date of Injury		Time of Injury		Place of Injury		Injury at Work?	
	Location of Injury							
	Describe how injury occurred		If transportation injury, specify.					
	Name and Address of Certifier		2865 Daggett Avenue, Klamath Falls, Oregon 97601					
	Matthew S Edmonds							
Name and Title of Attending Physician (If Other than Certifier)		Date Signed						
		March 17, 2020						
Medical Certifier		Electronically Signed		Title of Certifier		License Number		
Matthew S Edmonds				M.D.		MD154210		
Amendment								



20221204085

45-2CC (01/06)

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL CERTIFICATE ON FILE OR THE VITAL RECORDS FACTS ON FILE IN THE OREGON CENTER FOR HEALTH STATISTICS.

December 12, 2022

DATE ISSUED:

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

JENNIFER A. WOODWARD, PH.D.
STATE REGISTRAR

