

2023-002541

Klamath County, Oregon

04/07/2023 03:32:02 PM

Fee: \$107.00

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
BIAGIO SGUERA AND KIMBERLY
SGUERA, AS TENANTS BY THE
ENTIRELY, Grantor

To:
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB
#120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No. OR09000032-22-1

APN 218008

TO No 220642677-OR-MSO

Reference is made to that certain Trust Deed made by BIAGIO SGUERA AND KIMBERLY SGUERA, AS TENANTS BY THE ENTIRELY as Grantor, to AMERITITLE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for SOUTH VALLEY BANK & TRUST, Beneficiary of the security instrument, its successors and assigns, dated as of June 3, 2008 and recorded June 5, 2008 in the records of Klamath County, Oregon as Instrument No. 2008-008212 and the beneficial interest was assigned to LoanCare, LLC and recorded July 19, 2017 as Instrument Number 2017-008075 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: 218008

LOT 6, LESS THE NORTHERLY 5 FEET AND ALL OF LOT 7 IN BLOCK 42 OF HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, LoanCare, LLC, 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 ORS 86.752(4).

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:

The total monthly payment(s) in the amount of **\$67,566.28** beginning **March 1, 2021**, as follows:

\$67,566.28 = 26 monthly payment(s)

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$370,685.91**, said sums being the following:

1. Principal balance of **\$310,926.97** and accruing interest as of **April 17, 2023**, per annum, from **February 1, 2021** until paid.
2. **\$31,787.73** in interest
4. **\$306.48** in late charges
6. **\$23,719.23** in negative escrow balance
7. **\$3,003.50** in corporate advances
8. **\$122.00** in Total fees

10. **\$820.00** in foreclosure fees and costs
11. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

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: **Failed to pay payments which became due**

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 **01:00 PM**, in accord with the standard of time established by ORS 187.110, on **August 24, 2023** at the following place: **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**

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:

BIAGIO SGUERA
800 HILLSIDE AVENUE, KLAMATH FALLS, OR 97601

KIMBERLY SGUERA
800 HILLSIDE AVENUE, KLAMATH FALLS, OR 97601

OCCUPANT
800 HILLSIDE AVENUE, KLAMATH FALLS, OR 97601

BIAGIO SGUERA
800 HILLSIDE AVENUE, KLAMATH FALLS, OR 97601

KIMBERLY SGUERA
800 HILLSIDE AVENUE, KLAMATH FALLS, OR 97601

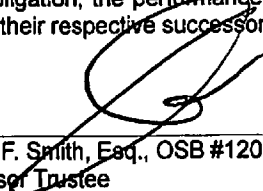
Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, 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, at any time prior to five days before the date last set for sale.

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 gender 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.

Dated: _____

4/6/23

By:  _____
Nathan F. Smith, Esq., OSB #120112
Successor Trustee


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.

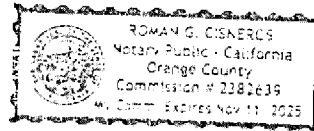
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 4/6/23 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.


Notary Public Signature



Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

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.



CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM

AFTER RECORDING RETURN TO:
Betsy Chavarria
For Malcolm & Cisneros, For LoanCare
2112 Business Center Drive
Irvine, CA 92612

3/7/2023

Grantor:	BIAGIO SGUERA AND KIMBERLY SGUERA, AS TENANTS BY THE ENTIRELY
Beneficiary:	LoanCare, LLC
Property Address:	800 HILLSIDE AVENUE KLAMATH FALLS, OR 97601
Instrument / Recording No. Date / County	Instrument Number: 2008-008212 Recording Number: 2008-008212 Loan Number: [REDACTED] 6/5/2008 Klamath
Case Number	BI-221209-2796

1. The Service Provider hereby certifies that:



The beneficiary and/or its agent complied with the requirements of ORS 86.726, 86.729 and 86.732; or



The grantor did not pay the required fee by the deadline.

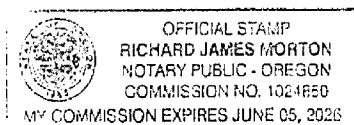
2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 7 day of March, 2023.

Annette Phelps
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on March 7th, 2023, by Annette Phelps
[Print Name]
as Compliance Officer of Mediation Case Manager.



RJ Morton
Notary Public - State of Oregon
My Commission Expires: 6/5/26