

2023-003201

Klamath County, Oregon

04/28/2023 08:27:01 AM

Fee: \$117.00

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 23-128395

## NOTICE OF DEFAULT AND ELECTION TO SELL

A default has occurred under the terms of a trust deed made by Robert L. Rhodes as grantor to AmeriTitle, Inc., as trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for RanLife, Inc., its successors and assigns, as named beneficiary, dated July 19, 2018, recorded July 20, 2018, in the mortgage records of Klamath County, Oregon, as Instrument No. 2018-008647; RanLife, Inc. is the present Beneficiary as defined by ORS 86.705(2), as covering the following described real property:

Lot 16 in Block 44 of FIRST ADDITION TO KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**COMMONLY KNOWN AS:** 21314 Peacepipe Lane, Sprague River, OR 97639

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 September 1, 2022 in the sum of \$6,979.86, and monthly payments in the amount of \$862.92 from May 1, 2023, plus prior accrued late charges in the amount of \$310.01, plus the sum of \$110.00 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:

\$105,905.09, together with accrued interest in the sum of \$4,884.21, through April 27, 2023; further interest thereon at the rate of 6.25% per annum from April 28, 2023, plus prior

accrued late charges in the amount of \$310.01, plus the sum of \$310.65 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 1:00 PM PT, in accordance with the standard time established by ORS 187.110 on September 21, 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](http://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.

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### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for September 21, 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>

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Unofficial Copy





**STATE OF OREGON**  
CERTIFICATION OF VITAL RECORD

**OREGON HEALTH AUTHORITY  
CENTER FOR HEALTH STATISTICS  
CERTIFICATE OF DEATH**

877394 I.D. TAG NO. 136-2019-031184 STATE FILE NUMBER

Legal Name First: <b>Robert</b> Middle: <b>Lynn</b> Last: <b>Rhodes</b> Suffix: _____		Death Date <b>October 19, 2019</b>	
Sex <b>Male</b>	Age <b>67 years</b>	Social Security Number [REDACTED]	County of Death <b>Klamath</b>
Birthplace <b>Sandpoint, Idaho</b>		Has Decedent Ever In U.S. Armed Forces? <b>Yes</b>	
Residence <b>21314 Peacepipe Lane</b>		City/Town <b>Sprague River</b>	
Residence County <b>Klamath</b>	State of Foreign Country <b>Oregon</b>	Zip Code + 4 <b>97639</b>	Outside City Limits? <b>No</b>
Marital Status at Time of Death <b>Divorced</b>		Spouse's Name Prior to First Marriage _____	
Father's Name <b>Fred Wilson Rhodes</b>		Mother's Name Prior to First Marriage _____	
Informant's Name <b>Marsha Marie Aynes</b>		Telephone Number <b>Not Available</b>	Relationship to Decedent <b>Sister</b>
Place of Death <b>Hospital - Inpatient</b>		Facility Name <b>Sky Lakes Medical Center</b>	
Location of Death <b>2865 Daggett Avenue</b>		City/Town of Location of Death <b>Klamath Falls</b>	Zip Code + 4 <b>97601</b>
Method of Disposition <b>Cremation</b>	Place of Disposition <b>Pyramid Cremations</b>	Location (City/Town and State) <b>Klamath Falls, Oregon</b>	
Name and Complete Address of Funeral Facility <b>Davenport's Chapel of The Good Shepherd, 880 Memorial Drive, Klamath Falls, Oregon 97601</b>			
Date of Disposition <b>TBD</b>		Funeral Director's Signature <b>William Davenport</b>	OS License Number <b>CO-3104</b>
Registrar's Signature <b>Jennifer A. Woodward</b>		Date Issued <b>November 15, 2019</b>	Local File Number _____
Amendment _____			

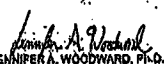
Was case referred to Medical Examiner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Autopsy? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Were autopsy findings available to complete the cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Time of Death <b>2241</b>
CAUSE OF DEATH IMMEDIATE CAUSE a. <b>Acute myocardial infarction.</b>			Approximate Interval: Onset to Death <b>6 hours</b>
Due to (or as a consequence of) b. <b>Acute methamphetamine intoxication.</b>			<b>6 hours</b>
Due to (or as a consequence of) c. _____			
Due to (or as a consequence of) d. _____			
Other significant conditions contributing to death _____			
Manner of Death <b>Accident</b>	<input type="checkbox"/> Natural <input checked="" type="checkbox"/> Not Applicable	OS License #264 applicable to death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Date of Injury <b>October 19, 2019</b>	Time of Injury <b>1637</b>	Place of Injury <b>Trade and Service Area</b>	Injury at Work? <b>No</b>
Location of Injury <b>Sixth Street and Crest Street, Klamath Falls, Oregon 97601</b>			
Describe how injury occurred <b>Developed severe chest pain after smoking methamphetamine.</b>			
Name and Address of Certifier <b>James N Olson</b>		13309 SE 84th Avenue 100, Clackamas, Oregon 97015	
Name and Title of Attending Physician (if Other than Certifier) <b>James N Olson</b>		Date Signed <b>November 15, 2019</b>	
Medical Certifier <b>James N Olson</b>		Title of Certifier <b>M.D., M.E.</b>	License Number <b>MD10050</b>
Amendment _____			

46-206 (01/06)

20210802163

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.

DATE ISSUED: **June 17, 2021**

  
**JENNIFER A. WOODWARD, P.H.D.**  
 STATE REGISTRAR

THIS COPY IS NOT VALID WITHOUT #16410 STATE SEAL AND BORDER  
ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE