

**2023-004582**

**Klamath County, Oregon**

**06/15/2023 08:26:01 AM**

**Fee: \$117.00**

AFTER RECORDING PLEASE  
RETURN TO:

David W. Criswell  
Lane Powell PC  
601 SW Second Avenue, Suite 2100  
Portland, OR 97204

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NOTICE OF DEFAULT AND ELECTION TO SELL

DEED OF TRUST AND PROPERTY DESCRIPTION:

This instrument makes reference to that certain that certain Deed of Trust, Assignment of Leases and Rents and Security Agreement dated November 2, 2015, and recorded November 3, 2015, as Instrument No. 2015-012045, in the Official Records of Klamath County, State of Oregon, (the "Deed of Trust"), under which SHILO INN, KLAMATH FALLS, LLC, an Oregon limited liability company, is the grantor, TICOR TITLE COMPANY, is the original trustee, and NATIXIS REAL ESTATE CAPITAL LLC, a Delaware limited liability company, is the original beneficiary, and the beneficial interest under the Deed of Trust having been assigned to WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REGISTERED HOLDERS OF WELLS FARGO COMMERCIAL MORTGAGE TRUST 2015-NXS4, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-NXS4, by that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated effective as of December 9, 2015, and recorded January 27, 2016, as Instrument No. 2016-000828, in the Official Records of Klamath County, State of Oregon, and the beneficial interest under the Deed of Trust having been further assigned to the current beneficiary, RSS WFCM2015-NXS4 – OR SIK, LLC, an Oregon limited liability company ("Beneficiary"), by that certain Assignment of Deed of Trust, Assignment of Leases and Rents and Security Agreement dated effective as of May 3, 2021, and recorded May 17, 2021, as Instrument No. 2021-007780, in the Official Records of Klamath County, State of Oregon. The aforementioned Deed of Trust covers property (the "Property") described as:

Parcel 1:

Lots 2, 3, 4, and 5, in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath



County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto as evidenced by Ordinance 6597, recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 2:

All that portion of the NW1/4 SW1/4 of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. lying Northeasterly of the Eastside Bypass conveyed to the State of Oregon by deed recorded June 18, 1957 in Volume 292 at page 373, Deed Records of Klamath County, Oregon and recorded December 28, 1961 in Volume 334 at page 481, Deed Records of Klamath County, Oregon.

Parcel 3:

Lots 3, 4, and 5 in Block 4 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. TOGETHER WITH that portion of vacated Almond Street which inured thereto, as evidence by Ordinance 6597 recorded July 6, 1990 in Volume M90, page 13373, Microfilm Records of Klamath County, Oregon.

Parcel 4:

Lots 1 and 6 in Block 3 of TRACT NO. 1163, CAMPUS VIEW, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with all buildings, structures, fixtures and other improvements now or hereafter located thereon (the "Improvements"), all Additional Collateral described in Exhibit A attached hereto and incorporated herein by reference, and all other personal property described in the Deed of Trust.

The undersigned hereby certifies that he has no knowledge of any assignments of the Deed of Trust by the original trustee or by the original beneficiary or any appointments of a Successor Trustee other than the appointment of DAVID W. CRISWELL, ESQ., as Successor Trustee as recorded in the property records of the county in which the Property described above is situated. Further, the undersigned certifies that no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust.

The name and address of the Successor Trustee are as follows:

David W. Criswell  
Successor Trustee  
Lane Powell PC  
601 SW Second Avenue, Suite 2100  
Portland, OR 97204



The Deed of Trust is not a “Residential Trust Deed”, as defined in ORS 86.705(6), thus the requirements of Chapter 304 [S.B. 558], Oregon Laws 2013, Chapter 112 [S.B. 1552], Section 4a, Oregon Laws 2012, and ORS 86.771(10) do not apply.

#### DEFAULT BY GRANTOR:

There are continuing and uncured defaults by Shilo Inn, Klamath Falls, LLC (the “Grantor”) that, based on the provisions of the Deed of Trust and the loan documents now held by Beneficiary, including the promissory note dated and effective as of November 2, 2015 (“Note”) and loan agreement dated and effective as of November 2, 2015 (“Loan Agreement”), authorize the foreclosure of the Deed of Trust and the sale of the Property described above. The uncured and continuing defaults are the following:

Grantor’s failure to pay to Beneficiary, the required Monthly Debt Service Payment Amounts (as defined in the Loan Agreement ) due on January 5, 2021, and thereafter through and including June 5, 2023. Grantor has made limited Monthly Debt Service Payments during that time period which have been credited to the indebtedness. Additionally, while Borrower also failed to make the Monthly Debt Service Payment amount from March through December 2020, pursuant to the moratorium imposed by Oregon House Bill 4204 (“HB 4204”) such missed payments have been added to the loan balance and must be paid when full performance of the obligations under the Loan Documents (as defined in the Deed of Trust) is due. The March through December 2020 missed Monthly Debt Service Payments have been excluded from the amounts necessary to cure and reinstate the subject loan under ORS 86.778.

Late charges, property protection advances, special servicing fees, workout fees, taxes, reserves, insurance and other charges through June 5, 2023 total \$800,496.14. Default Interest from January 1, 2021, due as of (i.e., through and including) June 5, 2023, is in the amount of \$852,831.46. ALL AMOUNTS are now due and payable along with all costs and fees associated with this foreclosure.

#### TOTAL UNCURED MONETARY (PAYMENT) DEFAULT:

As of June 5, 2023, the amounts which must be paid to the Beneficiary to effect a statutory cure under ORS 86.778 and discontinue the trustee’s sale are:

Monthly Debt Service Payment Amounts (through 06/05/2023 payment)	\$576,054.44
Tax, Reserves, Insurance, Deposits	\$265,269.67
Default Interest (01/05/2021 - 06/06/2023)	\$852,831.46
Late Fees	\$0.00
IOAs (as of 04/15/2023)	\$126,953.39
Tax Advance	\$182,370.77
Insurance Advance	\$0.00
PPA	\$59,466.14
Special Servicing Fee (01/05/2021 – 06/05/2023)	\$102,083.33
Deferred Amounts due	\$0.00



Workout Fee	\$64,352.84
Processing Fees	\$0.00
<b>Sub-Total</b>	<b>\$2,229,382.04</b>
Excess Cash	\$0.00
Insurance Escrow Balance	\$0.00
Tax Escrow Balance	\$0.00
less Reserve Balance	-\$0.36
less funds in Suspense	-\$39,256.61
<b>Total</b>	<b>\$2,190,125.07</b>

The aggregate accelerated amount of indebtedness secured by the Deed of Trust is \$8,073,558.54 as of June 5, 2023.

#### ELECTION TO SELL:

Notice is hereby given that the Beneficiary, by reason of the uncured and continuing defaults described above, has elected and does hereby elect to foreclose said Deed of Trust by advertisement and sale pursuant to ORS 86.752 *et seq.*, and to cause to be sold at public auction to the highest bidder for cash, the Grantor's interest in the subject Property, which the Grantor had, or had the power to convey, at the time the Grantor executed the Deed of Trust in favor of the Beneficiary, along with any interest the Grantor or the Grantor's successors in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust as well as the expenses of the sale, including compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

PLEASE TAKE NOTICE that the sale will be held at the hour of 10:00 a.m., in accordance with the standard of time established by ORS 187.110, on November 2, 2023, on the front steps of the Klamath County Courthouse 316 Main Street, Klamath Falls, Oregon 97601.

#### RIGHT OF REINSTATEMENT:

Notice is further given that grantor and any person named in ORS 86.778 has the right, at any time prior to five (5) days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Deed of Trust reinstated by (A) 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 the costs and expenses actually incurred in enforcing the terms of the obligation, as well as Successor Trustee and attorney fees as prescribed by ORS 86.778; and (B) by paying the real and personal property taxes as described in this Notice.

#### NOTICE REQUIRED UNDER ORS 86.771(9):

Without limiting the Successor Trustee's disclaimer of representations or warranties, Oregon law requires the Successor 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.

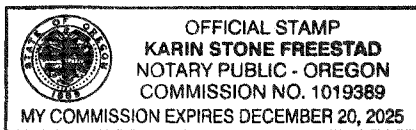
DATED: June 14, 2023

*D. W. Criswell*

David W. Criswell, OSB 925930  
Successor Trustee  
Lane Powell PC  
601 SW Second Avenue, Suite 2100  
Portland, OR 97204  
Telephone: (503) 778-2100  
Facsimile: (503) 778-2200  
Email: [criswelld@landpowell.com](mailto:criswelld@landpowell.com)

STATE OF OREGON                    )  
  ) ss.  
County of Multnomah            )

On June 14, 2023, the above named David W. Criswell personally appeared before me and acknowledged the foregoing instrument to be his voluntary act and deed.



*Karin Stone Freestad*

Notary Public for Oregon



## EXHIBIT A

### Additional Collateral

The personal property located on the Property as described in the Deed of Trust and also in that certain UCC-1 financing statement filed November 3, 2015, with the Oregon Secretary of State, File No. 90626632 (the "UCC1"), more particularly described as follows:

(a) All machinery, furniture, furnishings, equipment, computer software and hardware, fixtures (including all heating, air conditioning, plumbing, lighting, communications and elevator fixtures), inventory, materials, supplies and other articles of personal property and accessions thereof, renewals and replacements thereof and substitutions therefor, and other property of every kind and nature, tangible or intangible, owned by Grantor, or in which Grantor has or shall have an interest, now or hereafter located upon 2500 Almond Street, Klamath Falls, OR 97601, the "**Premises**" or the "**Improvements**", or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Premises and the Improvements (hereinafter collectively referred to as the "**Equipment**"), including any leases of, deposits in connection with, and proceeds of any sale or transfer of any of the foregoing, and the right, title and interest of Grantor in and to any of the Equipment that may be subject to any "security interest" as defined in the Uniform Commercial Code, as in effect in the Oregon (the "**UCC**").

(b) All accounts (including reserve accounts), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the UCC, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, surveys, title insurance policies, permits, consents, licenses, management agreements, contract rights (including any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Property), approvals, actions, refunds of real estate taxes and assessments (and any other governmental impositions related to the Property) and causes of action that now or hereafter relate to, are derived from or are used in connection with the Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (hereinafter collectively referred to as the "**Intangibles**");

(c) All other personal property described in the UCC1; and

(d) All proceeds, products, offspring, rents and profits from any of the foregoing, including those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing (together, the "**Collateral**").