

RECORDING COVER SHEET
ALL TRANSACTIONS, ORS: 205.234
AFTER RECORDING RETURN TO:
Hershner Hunter, LLP
Attn: Lisa Summers
PO Box 1475
Eugene, OR 97440

1. NAME OR TITLE OF THE TRANSACTION(S) -- ORS 205.234(a):

TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL UNDER TERMS OF
TRUST DEED AND BENEFICIARY EXEMPTION AFFIDAVIT

2. SUCCESSOR TRUSTEE ON NOTICE OF DEFAULT:

NANCY K. CARY
PO Box 1475
Eugene, OR 97440

3. GRANTEE/BENEFICIARY ON NOTICE OF DEFAULT:

WASHINGTON FEDERAL BANK
425 Pike Street
Seattle WA 98101

4. GRANTOR ON NOTICE OF DEFAULT:

MICHAEL D. STACEY AND ERIN STACEY, HUSBAND AND WIFE
101040 N. Hwy 97
Chemult, OR 97731

5. OREGON FORECLOSURES AVOIDANCE PROGRAM INFORMATION:

See the Beneficiary Exemption Affidavit that is attached to this Notice of Default

6. ORIGINAL TRUST DEED INFORMATION:

Date Recorded: May 13, 2022
Recording No. 2022-006105
Official Records of Klamath County, Oregon

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE
ATTACHED INSTRUMENTS FOR RECORDING, ANY ERRORS CONTAINED IN THIS
COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE
INSTRUMENTS THEMSELVES.

TRUSTEE'S NOTICE OF DEFAULT AND ELECTION TO SELL
UNDER TERMS OF TRUST DEED

The Trustee under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in the Trust Deed to satisfy the obligations secured thereby. Pursuant to ORS 86.771, the following information is provided:

1. PARTIES:

Grantor: MICHAEL D. STACEY AND ERIN STACEY,
HUSBAND AND WIFE
Trustee: FIRST AMERICAN TITLE INSURANCE
Successor Trustee: NANCY K. CARY
Beneficiary: WASHINGTON FEDERAL BANK

2. DESCRIPTION OF PROPERTY: The real property is described as follows:

As described on the attached Exhibit A

3. RECORDING. The Trust Deed was recorded as follows:

Date Recorded: May 13, 2022
Recording No. 2022-006105
Official Records of Klamath County, Oregon

4. DEFAULT. The Grantor or any other person obligated on the Trust Deed and Promissory Note secured thereby is in default and the Beneficiary seeks to foreclose the Trust Deed for failure to pay: A payment of \$1,510.58 due January 1, 2023; plus monthly payments at the new payment of \$1,357.76 each, due the first of each month, for the months of February 2023 through January 2024; plus late charges and advances; plus any unpaid real property taxes or liens, plus interest.

5. AMOUNT DUE. The amount due on the Note which is secured by the Trust Deed referred to herein is: Principal balance in the amount of \$199,168.05; plus interest at the rate of 5.5% per annum from December 1, 2022; plus late charges of \$341.52; plus advances and foreclosure attorney fees and costs.

6. SALE OF PROPERTY. The Trustee hereby states that the property will be sold to satisfy the obligations secured by the Trust Deed.

7. TIME OF SALE.

Date: June 20, 2024
Time: 11:00 a.m.
Place: Klamath County Courthouse, Front Entrance, 316 Main Street,
Klamath Falls, Oregon 97601

8. RIGHT TO REINSTATE. Any person named in ORS 86.778 has the right, at any time prior to five days before the Trustee conducts the sale, to have this foreclosure 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, by curing any other default that is capable of being cured by tendering the performance required under the obligation or Trust Deed and by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amount provided in ORS 86.778.

NOTICE REGARDING POTENTIAL HAZARDS

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 June 20, 2024. 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

UNDER APPLICABLE STATE LAW 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.

IF FEDERAL LAW IS APPLICABLE, YOU MAY HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY FOR THE REMAINDER OF A BONA FIDE FIXED-TERM LEASE OR, FOR A FIXED TERM TENANCY WHERE THE NEW OWNER WANTS TO MOVE IN AND FOR ALL OTHER BONA FIDE TENANCIES, AT LEAST 90 DAYS AFTER NOTICE OF TERMINATION.

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 or a longer period if applicable under federal law. 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's Lawyer Referral Service at 1-503-684-3763 or toll-free in Oregon at 1-800-452-7636 or you may visit its website at: <http://www.osbar.org>.

DATED: January 22, 2024.

Nancy K. Cary, Successor Trustee
Hershner Hunter, LLP
PO Box 1475
Eugene OR 97440

STATE OF OREGON)
) ss.
COUNTY OF LANE)

The foregoing instrument was acknowledged before me on January 22, 2024, by Nancy K. Cary, Successor Trustee.



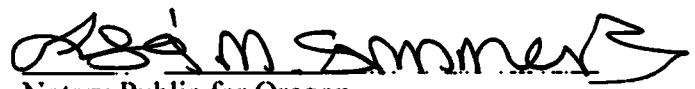

Notary Public for Oregon
My Commission Expires: 7/10/2027
(TS #15148.31135)
Telephone: (541) 686-0344

EXHIBIT A

That portion of the SW1/4 SW1/4 of Section 17, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence North along the section line between Sections 17 and 18, 400 feet to the point of beginning; thence East 300 feet; thence North 56 degrees 19' East 360.6 feet; thence North 600 feet; thence West 600 feet to Section line; thence South along Section line 800 feet to the point of beginning.

Together with that certain easement for the purposes of ingress and egress created by deed recorded on April 4, 1956 in Volume 282 page 74, Deed Records of Klamath County, Oregon. Also: Southwest quarter of the Southwest quarter, Section 17, Township 28 South, Range 8 East of the Willamette Meridian.

EXCEPTING THEREFROM the following described portion: commencing at the section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian; thence North, along the Section line between Sections 17 and 18, 400 feet to the point of beginning; thence East 300 feet; thence North 56°19' East, 306.6 feet; thence North 600 feet; thence West 600 feet to the Section line; thence South, along the Section line, 800 feet to the point of beginning.

ALSO EXCEPTING THEREFROM all of the hereinabove described property lying Easterly of U.S. Highway 97, also known as the Dalles-California Highway.

ALSO EXCEPTING THEREFROM Parcel 1 of Minor Partition No. 17-86, filed for record on March 14, 1990, more particularly described as follows:

A parcel of land situated in the Southwest one quarter of Section 17, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a point on the South line of Section 17, said point being 596.21 feet South 89°49'03" East of the Southwest corner of said Section and running North 17°15'26" East 495.23 feet; thence North 83°47'10" East 214.95 feet to the Westerly right-of-way line of Highway No. 97; thence along said right-of-way line, South 17°15'26" West 520.28 feet to the South line of Section 17; thence along the Section line North 89°49'03" West 206.26 feet to the point of beginning.

ALSO EXCEPTING THEREFROM reservations and restrictions of records, rights of way, and easements of record and those apparent on the land, contract and/or liens for irrigation and/or drainage. Conveyance includes all mining and mineral rights.

After recording, return to:

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	Washington Federal Bank
Jurisdiction*	Oregon

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

I, Ronald R. Miller (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).

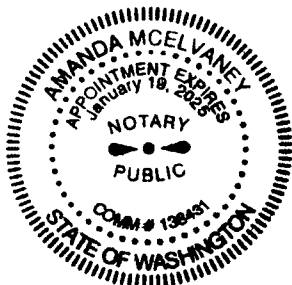
1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the prior calendar year: 4 [not 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
☒ is the Vice President [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.

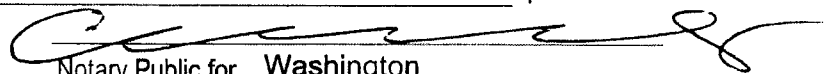

(Signature)

State of Washington)
) ss.

County of King)

Signed and sworn to (or affirmed) before me this 17th day of January, 2024
by Ronald R. Miller




Notary Public for Washington
My commission expires: 1/19/25