

2024-004313

Klamath County, Oregon

05/30/2024 01:30:02 PM

Fee: \$112.00

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 CERTIFICATE OF COMPLIANCE, STATE OF OREGON,
FORECLOSURE AVOIDANCE PROGRAM

2. SUCCESSOR TRUSTEE ON NOTICE OF DEFAULT:

NANCY K. CARY
PO Box 1475
Eugene, OR 97440

3. GRANTEE/BENEFICIARY ON NOTICE OF DEFAULT:

OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF
OREGON, ASSIGNEE OF SOUTH VALLEY BANK & TRUST
10 S 1st Ave.
Walla Walla, WA 99362

4. GRANTOR ON NOTICE OF DEFAULT:

SAMUEL S. SHAW II AND MONICA A. SHAW
3500 Bristol Ave.
Klamath Falls, OR 97603

5. OREGON FORECLOSURES AVOIDANCE PROGRAM INFORMATION:

See the Certificate of Compliance that is attached to this Notice of Default

6. ORIGINAL TRUST DEED INFORMATION:

Date Recorded: November 2, 2004
Recording: Vol M04, Page 75367
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:	SAMUEL S. SHAW II AND MONICA A. SHAW
Trustee:	FIRST AMERICAN TITLE
Successor Trustee:	NANCY K. CARY
Beneficiary:	OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT, STATE OF OREGON, ASSIGNEE OF SOUTH VALLEY BANK & TRUST

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

The Westerly 100 feet of Lot 1, Block 3 of Second Addition to Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING and reserving from the above described property the Northerly 5 feet thereof conveyed to Klamath County by Deed recorded in Volume 290, page 608, Deed records of Klamath County, Oregon

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

Date Recorded: November 2, 2004
Recording: Vol M04, Page 75367
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: Monthly payments in the amount of \$1,054.43 each, due the first of each month, for the months of July 2023 through May 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 \$60,582.63; plus interest at the rate of 5.450% per annum from June 1, 2023; plus late charges of \$384.41; 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: October 24, 2024
Time: 11:00 a.m.
Place: Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon

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 October 24, 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

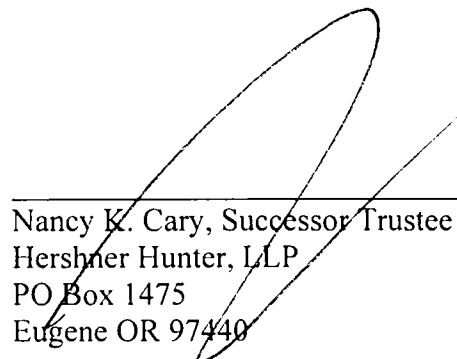
days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- 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>.

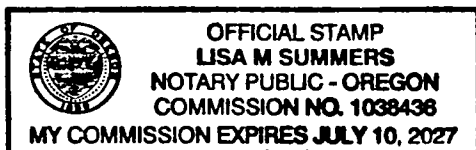
DATED: May 30, 2024.

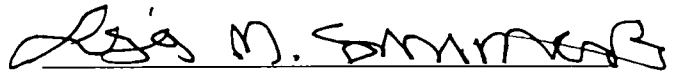


Nancy K. Cary, Successor Trustee
Hershner Hunter, LLP
PO Box 1475
Eugene OR 97440

STATE OF OREGON)
) ss.
COUNTY OF LANE)

The foregoing instrument was acknowledged before me on May 30, 2024, by Nancy K. Cary, Successor Trustee.





Notary Public for Oregon
My Commission Expires: 7/10/2027
(TS #40453.69)
Telephone: (541) 686-0344



**CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM**

AFTER RECORDING RETURN TO:

Nancy K. Cary
For Hershner Hunter, LLP, For Banner Bank
PO Box 1475
Eugene, OR 97440

2/6/2024

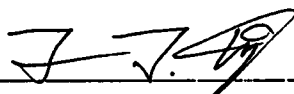
Grantor:	Samuel S. Shaw II and Monica A. Shaw
Beneficiary:	Oregon Housing and Community Services Department, State of Oregon, Assignee of South Valley Bank & Trust
Property Address:	3500 Bristol Avenue Klamath Falls, OR 97603
Instrument / Recording No. Date / County	Instrument Number: Volume M04, Page 75367 Recording Number: Volume M04, Page 75367 Loan Number: 17054273 Recording date: 11/2/2004 County: Klamath
Case Number	BI-231108-729

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 6 day of February, 2024.

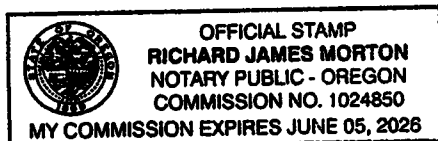



Authorized Representative, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on February 6th, 2024, by Jesse Clift
[Print Name]

as an Authorized Representative of the Oregon Foreclosure Avoidance Program Service Provider, Mediation Case Manager.





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