



After recording return to:  
Deborah K. Vincent  
Attorney at Law  
P.O. Box 4606  
Medford, Oregon 97501

**2025-001185**  
**Klamath County, Oregon**  
02/20/2025 02:15:01 PM  
Fee: \$102.00

### NOTICE OF DEFAULT AND ELECTION TO SELL

The Successor Trustee, under the terms of the Trust Deed described herein, at the direction of the Beneficiary, hereby elects to sell the property described in said Trust Deed to satisfy the obligations secured thereby.

**A. PARTIES TO THE TRUST DEED: GRANTOR:** Jeremy Ricker; **SUCCESSOR TRUSTEE:** Deborah K. Vincent, **MAILING ADDRESS OF SUCCESSOR TRUSTEE:** P.O. Box 4606, Medford, Oregon 97501; **BENEFICIARY:** Bruce Robert Whiteaker and Cathleen Eugenie Whiteaker, Trustees of the Bruce and Cathleen Whiteaker Living Trust dated March 28, 2016.

**B. DESCRIPTION OF PROPERTY:** The Property is more particularly described as:

The following property being situate in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon described as follows:

BEGINNING AT the Northeast corner of the Northeast quarter of Section 1 in Township 40 South of Range 7, East of the Willamette Meridian and running thence West 100 feet along the Section line of said Section to a point; thence North 30 feet, more or less, to the Southeast corner of that certain Warranty Deed recorded in Volume M85, page 15346, Microfilm records of Klamath County, Oregon, being the true point of beginning; thence West along the South line of said Deed Volume 125 feet; thence, South, at right angles to said Section line to a point on the Northerly line of Highway 66; thence, Easterly along the said Northerly line of said Highway to a point South of the point of beginning; thence, North to the point of beginning.

Commonly known as: 15709 Highway 66, Keno, Oregon 97627

**C. TRUST DEED INFORMATION: DATE:** October 19, 2022 **RECORDING DATE:** October 27, 2022 **RECORDING NUMBER:** 2022-012744 **RECORDING PLACE:** Official records of the County of Klamath, State of Oregon.

**D. DEFAULT:** The Grantor is in default and the Beneficiary elects to foreclose the Trust Deed for Grantor's failure to pay the Monthly principal and interest installments of \$776.00 each beginning October 27, 2022 until paid, accrued late charges in the amount of \$194.00 (September 2024-January 2025), and delinquent property taxes, if any. The Grantor also allowed the property insurance to lapse.

**E. AMOUNT DUE:** The Beneficiary has declared all sums owing on the obligation and Trust Deed immediately due and payable. The principal sum of \$77,216.75 with interest on the principal balance at the rate of 7.2500% per annum, from 7/20/24 until paid (interest due from 7/19/24 to 2/14/2025 is \$3,220.89); Daily Rate of Interest on Principal Balance is \$15.3376; plus 14 days additional interest \$214.73 (deduct if paid by wire); accrued late charges in the amount of \$194.00 (September 2024 – January 2025); Recording and Reconveyance Services of \$200; Buyer Fee \$5.00; cost of foreclosure report; attorney's fees, trustee fees, together with any other sums due or that may become due under the Note or by reason of this foreclosure and any further advances made by Beneficiary as allowed by the Note and Deed of Trust.

**F. ELECTION TO SELL: NOTICE HEREBY IS GIVEN** that the Beneficiary and Successor Trustee, by reason of described default have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 et seq., and to cause to be sold at public auction to the highest bidder, for cash or certified funds, the interest in the described property which the Grantor had, or had the power to convey, at the time of the execution of the Trust Deed together with any interest the Grantor or successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations secured by the Trust Deed together with the expenses of the sale, including the compensation of the Successor Trustee as provided by law, and the reasonable fees of Successor Trustee's Attorney.

**G. TIME AND PLACE OF SALE: TIME:** July 15, 2025 at 1:30 p.m. **PLACE:** Front steps of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601, to the right of the far right front door.

**H. RIGHT TO REINSTATE: NOTICE IS FURTHER GIVEN** that at any time prior to five days before the sale, this foreclosure proceeding may be dismissed and the Trust Deed reinstated by payment to the Successor Trustee 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 those sums or tendering the performance necessary to cure the default, by paying all costs and expenses to the Successor Trustee actually incurred by Beneficiary and Successor Trustee in enforcing the obligation and Trust Deed, together with Successor Trustee's fees and Attorney's fees not exceeding the amount provided in ORS 86.778.

**I. NOTICE REGARDING POTENTIAL HAZARDS.** Without limiting the Successor 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 this trustee's sale.

**J. FAIR DEBT COLLECTION PRACTICES ACT NOTICE.** We are attempting to collect a debt on behalf of the beneficiary named above (also referred to as the creditor) and any information obtained will be used for that purpose. This debt is owed to the creditor in the

amount described above. Under some circumstances, you may receive more than one copy of this notice. Unless you dispute the validity of this debt, or any portion thereof, within 30 days after your first receipt of the original or a copy of this notice, we will assume the debt to be valid. If you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or (if applicable) a copy of a judgment against you and a copy of the verification or (if applicable) the judgment will be mailed to you. We will provide you with the name and address of the original creditor, if different from the creditor named above, if you notify us in writing within 30 days after your first receipt of the original or a copy of this notice that you request such information.

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 persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

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### **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for June 30, 2025. 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 the 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.**

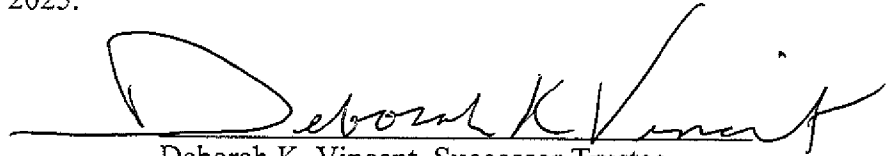
**SECURITY DEPOSIT.** You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from 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. Oregon State Bar Lawyer Referral Service Mailing Address: PO Box 231935 Tigard OR 97281 Physical Address: 16037 SW Upper Boones Ferry Road, Tigard OR 97224 Telephone: 800-452-7636. 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. Legal Aid Service of Oregon, 105 High Street SE Salem, OR 97301 (503) 581-5265

Dated this 19th day of February, 2025.



Deborah K. Vincent, Successor Trustee

P.O. Box 4606

Medford, Oregon 97501

(541) 840-0479

[debkvincent@charter.net](mailto:debkvincent@charter.net)

STATE OF OREGON

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) ss.

County of Jackson

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The foregoing Trustee's Notice of Sale was acknowledged before me on  
February 19, 2025 by Deborah K. Vincent.

  
Notary Public of Oregon

My Commission Expires: May 7, 2028

