

2025-001238

Klamath County, Oregon

02/21/2025 03:38:01 PM

Fee: \$112.00

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
TERRY F. HEPNER, A SINGLE MAN AND
BRENDA S. DICKEY, A SINGLE WOMAN,
Grantor
To:
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB
#120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No. OR05000075-24-1

APN 146666 | 146657 | 146675

TO No 240527276-OR-MSI

Reference is made to that certain Trust Deed made by TERRY F. HEPNER, A SINGLE MAN AND BRENDA S. DICKEY, A SINGLE WOMAN as Grantor, to WESTERN TITLE & ESCROW CO. as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for ADVENT MORTGAGE LLC, Beneficiary of the security instrument, its successors and assigns, dated as of January 5, 2007 and recorded January 10, 2007 in the records of Klamath County, Oregon as Instrument No. 2007-000480 and the beneficial interest was assigned to NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING and recorded November 21, 2022 as Instrument Number 2022-013530 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: **146666 | 146657 | 146675**

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, **NewRez LLC DBA Shellpoint Mortgage Servicing**, and no appointments of a successor Trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Trust Deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(4).

There is a default by Grantor or other person owing an obligation, performance of which is secured by the Trust Deed or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is Grantor's failure to pay when due the following sums:

The total monthly payment(s) in the amount of **\$8,871.50** beginning **May 1, 2024**, as follows:

\$7,965.99 = 9 monthly payment(s) at \$885.11

\$905.51 = 1 monthly payment(s) at \$905.51

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$75,605.56**, said sums being the following:

1. Principal balance of **\$61,625.12** and accruing interest as of **February 1, 2025**, per annum, from **April 1, 2024** until paid.
2. **\$3,284.92** in interest
3. **\$7,063.78** in Fees
4. **\$2,424.24** in Funds owed by borrower
5. **\$1,207.50** in foreclosure fees and costs
6. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

By reason of the default, the Beneficiary has declared all sums owing on the obligation secured by the Trust Deed immediately due and payable, those sums being the following, to-wit: **Failed to pay payments which became due**

Notice hereby is given that the Beneficiary and Trustee, by reason of default, have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by Grantor of the Trust Deed, together with any interest Grantor or Grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the 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.

The Sale will be held at the hour of **01:00 PM**, in accord with the standard of time established by ORS 187.110, on **July 10, 2025** at the following place: **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**

Other than as shown of record, neither the Beneficiary nor the Trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the Trustee in the Trust Deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property except:

BRENDA S DICKEY
19108 FRED LANE, CRESCENT LAKE, OR 97425

ESTATE OF BRENDA S. DICKEY
19108 FRED LANE, CRESCENT LAKE, OR 97425

ESTATE OF TERRY F. HEPNER
19108 FRED LANE, CRESCENT LAKE, OR 97425

HEIRS AND DEVISEES OF BRENDA S. DICKEY
19108 FRED LANE, CRESCENT LAKE, OR 97425

HEIRS AND DEVISEES OF TERRY F. HEPNER
19108 FRED LANE, CRESCENT LAKE, OR 97425

TERRY F HEPNER
19108 FRED LANE, CRESCENT LAKE, OR 97425

JOHN DICKEY PERSONAL REP FOR THE ESTATE OF TERRY FRED HEPNER
19108 FRED LANE, CRESCENT LAKE, OR 97425

OCCUPANT
19108 FRED LANE, CRESCENT LAKE, OR 97425

JAYME LEE HEPNER
21626 AGAJANIAN LN, SANTA CLARITA, CA 91350

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding 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), together with costs, Trustee's and attorney's fees, 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, at any time prior to five days before the date last set for sale.

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.

In construing this notice, the singular gender 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.

Dated: 02/20/25

By:  Nathan F. Smith, Esq., OSB #120112
Successor Trustee

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

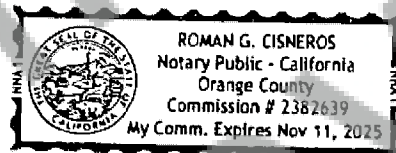
STATE OF CALIFORNIA
COUNTY OF ORANGE

On 02/20/25 before me, ROMAN G. CISNEROS, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1

A tract of land situated in Lots 1 and 2 in Block 2 BREWERS RANCHOS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at an iron pin marking the Northern corner of Lot D; thence running North 61° 29' 37" East 100.0 feet to an iron pin of original survey, said point being on the Westerly right of way line of Oregon Highway 58; thence running Southerly along said right of way line 246.77 feet to an iron pin of original survey; thence continue along said right of way line 57.18 feet to an iron pin of original survey; thence South 58° 13' 37" West 46.10 feet to Easterly corner Lot D; thence North 40° 12' 58" West 312.36 feet to point of beginning.

PARCEL 2

Portions of Lots 1 and 2, Block 2, BREWERS RANCHOS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at initial point marking the quarter corner common to Sections 7 and 18, Township 24 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon being the initial point marked by a 2" Bronze Cap Monument of BREWERS RANCHOS established by Smith and Westvold certified Survey dated October 4, 1965; thence North 58° 13' 37" East a distance of 138.30 feet to the TRUE POINT OF BEGINNING of this tract; thence North 58° 13' 37" East a distance of 46.10 feet; thence North 40° 12' 58" West a distance of 312.36 feet; thence South 61° 29' 37" West a distance of 36.11 feet; thence on a 75 foot radius curve to the left a distance of 56.16 feet; thence South 48° 23' 36" East a distance of 307.36 feet to the TRUE POINT OF BEGINNING. Said property is also known as Lot D of Survey No. 1266 filed April 22, 1968 in the office of the Klamath County Surveyor.

TOGETHER WITH an undivided 1/6 interest in water well rights on property known as Lot B, as delineated on Survey No. 1266 filed April 22, 1968 in the office of the Klamath County Surveyor, said Survey being a resubdivision of Lots 1 and 2, Block 2, BREWERS RANCHOS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at an iron pipe marking the Northern corner of Lot D as delineated on said Survey No. 1266; thence North 61° 29' 37" East 100 feet to an iron pipe on the Western right of way line of State Highway 58; thence Southerly along said right of way line 246.77 feet to an iron pipe; thence continuing along said right of way line 57.18 feet to an iron pipe; thence South 58° 13' 37" West 46.10 feet to the Easterly corner of said Lot D; thence North 40° 12' 58" West 312.36 feet to the point of beginning.

** Continued **

(Legal Description Continued)

PARCEL 3

A tract of land situated in Lots 1 and 2 of Block 2, BREWERS RANCHIOS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, described as follows:

Beginning at an iron pin marking the Northern corner Lot B; thence running North $18^{\circ} 35' 22''$ East 94.23 feet to iron pin of original survey; thence South $48^{\circ} 23' 36''$ East 307.36 feet to an iron pin; thence South $58^{\circ} 13' 37''$ West 46.10 feet to the Easterly corner Lot 6; thence North $57^{\circ} 47' 22''$ West 260.83 feet to point of beginning.

TOGETHER WITH a 1/6 interest in water well rights on property known as Lot E which is described as follows:

Beginning at Initial Point marking the northern corner of Lot D; thence run North $61^{\circ} 29' 37''$ East 100.0 feet to Initial Point of original survey said point being on the Westerly right of way line of Highway 58; thence run Southerly along said right of way line 246.77 feet to Initial Point of original survey; thence continue along said right of way line 57.18 feet to Initial Point of original survey thence South $58^{\circ} 13' 37''$ West 46.10 feet to Easterly corner of Lot D; thence North $40^{\circ} 12' 58''$ West 312.36 feet to the point of beginning.



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

AFTER RECORDING RETURN TO:

Brittany Davis
For Malcolm & Cisneros, For Shellpoint Mortgage Servicing
2112 Business Center Drive
Irvine, CA 92612

12/17/2024

Grantor:	TERRY F. HEPNER, A SINGLE MAN AND BRENDA S. DICKEY, A SINGLE WOMAN
Beneficiary:	NewRez LLC DBA Shellpoint Mortgage Servicing
Property Address:	19108 FRED LANE CRESCENT LAKE, OR 97733
Instrument / Recording No. Date / County	Instrument Number: 2007-000480 Recording Number: 2007-000480 Loan Number: [REDACTED] Recording date: 1/10/2007 County: Klamath
Case Number	BI-241021-638

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 17 day of December, 2024.

Authorized Representative, Oregon Foreclosure Avoidance Program

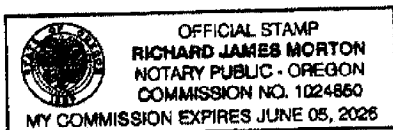
STATE OF OREGON)

) ss.

County of Multnomah)

The foregoing instrument was acknowledged before me on December 17th, 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