

**Recording Requested By and  
After Recording, Return to:**

Christopher R. Ambrose  
Ambrose Law Group LLC  
312 NW 10th Avenue, Suite 200  
Portland, OR 97209-3121

**NOTICE OF DEFAULT AND ELECTION TO SELL****RE:**

Trust Deed from:  
Angel Jimenez Alejandres,

Grantor,

**To:**

Christopher R. Ambrose,

Successor Trustee.

Reference is made to that certain Trust Deed (the "Trust Deed") made by Angel Jimenez Alejandres, (the "Grantor"), to First American Title Insurance Company, as the trustee, in favor of BC Retirement Plan as beneficiary, dated January 5, 2024, and recorded on January 9, 2024, as Instrument No. 2024-000251, in the Official Records of Klamath County, Oregon, covering the Grantor's interest in the following described real property situated in the above-mentioned county and state, to-wit:

**LEGAL DESCRIPTION**

Parcel 1 of Land Partition 10-01, situated in the NW 1/4 SW 1/4 of  
Section 2, Township 39 South, Range 9 East of the Willamette  
Meridian, Klamath County, Oregon.

Commonly known as 4470 S 6<sup>th</sup> St., Klamath Falls, OR 97063-4866.  
APN: R519273

The current trustee under the Trust Deed is Christopher R. Ambrose (the "Trustee") pursuant to an Appointment of Successor Trustee dated March 7, 2025, recorded March 17, 2025, records of Clackamas County, Oregon. The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee or by the Beneficiary and no appointments of a successor trustee have been made, except the foregoing and as are or

will be recorded in the Records of the county or counties in which the 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 86.735(4).

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

1. Failing to provide monthly payments commencing July 1, 2024 through and including December 1, 2024.
2. Failing to provide the final payoff by the Maturity Date of January 1, 2025.
3. Failing to provide the late charges associated with the failure to timely provide the monthly installments and to provide the final payoff by the Maturity Date.
4. Failing to provide insurance for the Subject Properties.
5. Failing to provide payment of real property taxes.

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 estimated amounts, to-wit:

- |  |                 |
|--|-----------------|
| 1. Unpaid Principal:   | \$ 1,350,181.44 |
| 2. Accrued and Unpaid Interest (from and including June 1, 2024 through and including March 24, 2025 (\$675.09/day): | \$ 65,351.79    |
| 3. Trustee's Sale Guarantee Report:  | \$ 4,750.00     |
| 4. Late Charges for Monthly Installments (\$1,819.20/mo. for June 1, 2024 through December 1, 2024):                 | \$ 12,734.40    |
| 5. Late Charge for Final Maturity Date Payment (1/1/25):   | \$ 86,600.00    |
| 6. Paid Insurance:   | \$TBD           |
| 7. Penalty (Note, Sec. 1(e)):  | \$ 86,600.00    |
| 8. Foreclosure Legal Fees and Costs (Present Foreclosure):   | \$2,500.00      |

9. Subtotal: \$ 1,608,717.63
10. Credits: (\$1,700.00)  
(A credit for the 12/19/24 partial payment is credited in number 1 above.)
11. Total: \$ 1,607,017.63
12. Plus title expenses, trustee's fees, recording fees, and attorneys' fees incurred herein by reason of said default and any further sums advanced by the Beneficiary for the protection of the Property and its interest therein.

Notice hereby is given that the Beneficiary and Trustee, by reason of the default, have elected and do hereby elect to foreclose the Trust Deed by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder for cash the interest in the 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 compensation of the Trustee as provided by law, and the reasonable fees of Trustee's attorneys.

**The sale will be held at the hour of 11:00 a.m., in accord with the standard of time established by ORS 187.110, on August 7, 2025, at the following place: the front outside entrance to the Klamath County Courthouse, located at 316 Main St, 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 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:

Name and Last Known Address	Nature of Right, Lien or Interest
None	None

Notice is further given that any person named in ORS 86.753 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) 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 the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the

obligation and Trust Deed, together with trustee's and attorney fees, subject to the limitations, as applicable, imposed by ORS 86.753.

In construing this notice, the singular 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 the Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

**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.**

**If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.**

Dated: March 28, 2025.

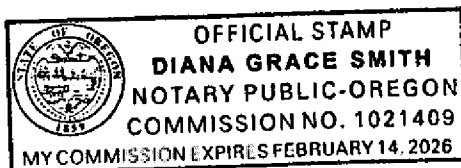
Successor Trustee:

  
Christopher R. Ambrose

STATE OF OREGON     )  
                                  ) ss:  
County of Deschutes    )

On March 28, 2025, before me, personally appeared Christopher R. Ambrose, personally known to me or 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 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



  
Notary Public - State of Oregon  
My Commission Expires: February 14, 2026

**CONTACT INFORMATION (INCLUDING MAILING ADDRESS) FOR TRUSTEE:**

Christopher R. Ambrose  
Ambrose Law Group LLC

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