

**2025-006904**

**Klamath County, Oregon**

**08/08/2025 08:46:01 AM**

**Fee: \$102.00**

**NOTICE OF DEFAULT AND ELECTION TO SELL**

**Original Beneficiary Name:**

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC. ITS SUCCESSORS AND ASSIGNS

**Trustor Name:**

LUANNE D DUNNING AND STACEY E ALLEN

**Original Trustee Name:**

PACIFIC NORTHWEST COMPANY OF OREGON, INC.

**Original trust deed recorded:**

6/30/2006, as Document No.: M06-13381

**TS NO.: 25-15510**

**After recording return to:**

**Ghidotti Berger, LLP**

C/O Prestige Default Services, LLC

1920 Old Tustin Ave.

Santa Ana, California 92705

Phone: 949-427-2010

**NOTICE OF DEFAULT AND ELECTION TO SELL**

Reference is made to that certain trust deed made by LUANNE D DUNNING AND STACEY E ALLEN, WIFE AND HUSBAND as grantor, to GHIDOTTI BERGER, LLP as successor trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR QUICKEN LOANS INC. ITS SUCCESSORS AND ASSIGNS, as beneficiary, dated 6/30/2006, recorded 6/30/2006, in the Records of Klamath County, Oregon, as Instrument No. M06-13381, covering the following described real property situated in the above-mentioned county and state, to wit:

**See attached Exhibit A**

The street address or other common designation, if any for the real property described above is purported to be:  
**11489 HARPOLD ROAD, KLAMATH FALLS, OREGON 97603-9662**

The Tax Assessor's Account ID for the Real Property is purported to be: **4012-00000-02500**

The undersigned hereby certifies that no assignments of the trust deed by the trustee, Ghidotti Berger, LLP, or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the mortgage 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 Deed of Trust, or, if such action has been instituted, such action has been dismissed except as permitted by Oregon Revised Statutes ("ORS") 86.752(7).

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:

**Delinquent Payments**

<u>FROM</u>	<u>THRU</u>	<u>NO. PMT</u>	<u>RATE</u>	<u>AMOUNT</u>	<u>TOTAL</u>
2/1/2025	5/31/2025	4	0	\$981.28	\$3,925.12
6/1/2025		3	0	\$1,022.51	\$3,067.53

TS No: 25-15510

Loan No: 299484

**Beneficiary Advances**

Attorney Fees

\$1,184.32

Foreclosure Fees

\$2,028.16

Late Charges

\$1,431.78

**TOTAL FORECLOSURE COST:**

**\$1,797.32**

**TOTAL REQUIRED TO REINSTATE:**

**\$13,434.23**

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:

The installment of principal and interest and escrow amounts, if applicable, which became due on 2/1/2025, and all subsequent installments of principal and interest and escrow amounts through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premium, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect the preserve its security, all of which must be paid as a condition of reinstatement including all sums that shall accrue through reinstatement or payoff.

Notice is hereby given that the Beneficiary and Trustee, by reason of said default, have elected and do hereby elect to foreclose the Deed of Trust 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 the Grantor had, or had the power to convey, at the time Grantor executed the Deed of Trust, together with any interest the Grantor or Grantor's successors in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the Trustee as provided by law, and reasonable fees of Trustee's attorneys

The Sale will be held at the hour of **10:00 AM**, in accord with the standard of time established by ORS 187.110 and pursuant to ORS 86.771(7) on **12/23/2025**, at the following place: **On the front steps of the Klamath Falls County Circuit Court, 316 Main St, Klamath Falls, OR** County of Klamath, State of Oregon, which is the hour, date and place last set for sale.

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:

Name and Last Known Address

Nature of Right, Lien or Interest

**LUANNE D DUNNING AND STACEY E ALLEN**

11489 Harpold Road

Klamath Falls, OR 97603-9662

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 Deed of Trust 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 every other default complained of herein by tendering the performance required under the obligation or Deed of Trust, in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Deed of Trust, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.778. Requests from persons named in ORS 86.778 for reinstatement quotes received less than six days prior to the date set for the trustee's sale will be honored only at the discretion of the Beneficiary or if required by the terms of the loan documents.

TS No: 25-15510

Loan No: 299484

The mailing address of the trustee is:

Physical Address:

Ghidotti Berger, LLP

1920 Old Tustin Avenue

Santa Ana, CA 92705

For further information, please contact:

GHIDOTTI BERGER, LLP

c/o Prestige Default Services, LLC

1920 Old Tustin Ave.

Santa Ana, California 92705

Phone: 949-427-2010

Fax: 949-446-1318

**Without limiting the trustee's disclaimer of representation 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 includes the plural, the word "grantor" includes any successor in interest to this 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. The Trustee has authorized the undersigned attorney to sign this instrument on behalf of the Trustee.

Nothing in this Notice of Default and Election to Sell (this "Notice of Default") should be construed as a waiver of any fees or other amounts owing to Beneficiary pursuant to the terms of the loan documents.

Dated: 8/5/2025

**Ghidotti Berger, LLP**

By: [Signature]

**Daniel Ross OSB #112979**

State of Washington

County of King

I certify that I know or have satisfactory evidence that Daniel Ross OSB #112979 (name of person) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

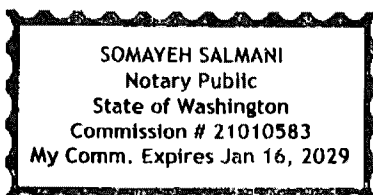
Dated: 8/5/2025

[Signature]  
(Seal or stamp) Signature

Title

Notary Public

My appointment expires: 1/16/2029



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL 1**

The S1/2 of the N1/2 of the SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

**EXCEPTING THEREFROM:**

Beginning at the Southwest corner of said N1/2 SW1/4; thence North along the West line of Section 8, a distance of 396 feet; thence East parallel to the South line of Section 8, a distance of 660 feet; thence South parallel to the West line of said Section 8, a distance of 396 feet; thence West along the South line of said N1/2 SW1/4, a distance of 660 feet to the point of beginning.

**PARCEL 2**

A portion of the N1/2 SW1/4 of Section 8, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of said N1/2 SW1/4, thence North along the West line of Section 8, a distance of 396 feet; thence East parallel to the South line of said Section 8, a distance of 660 feet; thence South parallel to the West line of said Section 8, a distance of 396 feet; thence West along the South line of said N1/2 SW1/4 a distance of 660 feet to the point of beginning.

**TOGETHER WITH THE FOLLOWING DESCRIBED EASEMENTS OF RECORD:**

A strip of land 20 feet in width lying parallel with and immediately adjacent to the Easterly boundaries of Lot 17 and the E1/2 of the SE1/4 of Section 1 and the NE1/4 of NE1/4 and the Northerly 7 rods of the SE1/4 of the NE1/4 of Section 12, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

A strip of land, 20 feet in width lying parallel with and immediately adjacent to the Northerly boundaries of Lots 17 and 19 in Section 12, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, extending from the Easterly boundary of right of way of the Bonanza Malin Highway to the Easterly boundary line of said Section 1 a distance of approximately.

A 30 foot easement along the North boundary of the S1/2 of Section 7, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.  
(Affects Parcel 1)

A non-exclusive easement 10 feet wide for the purpose of installing and maintaining a water pipeline, recorded in Volume M77, page 22383 and also in Volume M77, page 22385, Microfilm Records of Klamath County, Oregon.

Also a non-exclusive easement to use a strip of land 30 feet wide along the West side of the N1/2 of the SW1/4 of Section 8, as recorded in Volume M77, page 22379 and also in Volume M77, page 22381, Microfilm Records of Klamath County, Oregon.  
(Affects Parcel 2)