

WHEN RECORDED MAIL TO:
Quality Loan Servicer Corporation of Washington
c/o Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

2017-014502
Klamath County, Oregon
12/21/2017 02:25:00 PM
Fee: \$72.00

**AFFIDAVIT OF MAILING AMENDED NOTICE OF SALE AND NOTICE TO THE GRANTOR UNDER
ORS 86.756**

I, **Kristen Oswood**, of **Quality Loan Service Corporation of Washington**, do hereby certify that: At all times hereinafter mentioned I was and now am a resident of the State of **Washington**, I am a competent person over the age of eighteen years and am not the beneficiary or his or her successor in interest named in the attached original or copy of amended notice of sale given under the terms of that certain trust deed described in said notice. I have continuing access to the business records for the subject loan, and I have personally reviewed the subject business records, specifically the mailings, relied upon to compile this Affidavit. Based on my review of the business records, the amended notice of sale of the real property was provided as required under ORS § 86.782, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS
SEE ATTACHED

CERTIFIED NO.

Said person(s) include those provided in ORS § 86.764, ORS § 86.774, and ORS § 86.782, when applicable. Each of the notices so mailed was certified to be a true copy of the original by **Quality Loan Service Corporation of Washington**, the trustee named in said notice. Each copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail, in **San Diego, California**, on 12/19/2017. Said notices were mailed at least 15 days before the amended date of sale fixed in said notice by the trustee for the trustee's sale.

I declare under the penalty of perjury under the Laws of the State of Oregon that the foregoing is true and correct.

Dated: 12-21-2017

By: Kristen Oswood
By: Kristen Oswood, Assistant Secretary, Quality Loan Service Corp. of Washington

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: Washington

County of: King

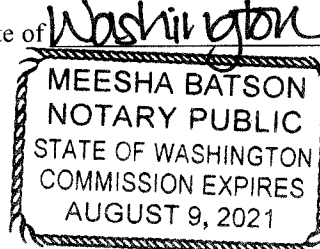
On 12-21-17 before me, **Meesha Batson** a notary public, personally appeared Kristen Oswood, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Seal)

Meesha Batson
Signature **Meesha Batson**



AFFIDAVIT OF MAILING

Date: 12/19/2017
T.S. No.: OR-16-756894-SW
Mailing: Foreclosure-Related Documents

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108, It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on 12/19/2017, a copy of the Foreclosure-Related Documents, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Foreclosure-Related Documents was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent by certified or registered mail and first class, with postage prepaid and then delivered to the United States Postal Service for delivery.

I declare under penalty of perjury that the foregoing is true and correct.

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION OF WASHINGTON

Date: 12/19/2017



Affiant Christian Aguilar, as Authorized Signor of IDSolutions, Inc.

Occupant
124261 LITTLE DESCHUTES DRIVE
CRESCENT LAKE, OR 97733
First Class and Cert. No. 71969002337101114951 with return receipt requested

JEROME A. LOWE
124261 LITTLE DESCHUTES DRIVE
CRESCENT DRIVE, OR 97733
First Class and Cert. No. 71969002337101114968 with return receipt requested

JEROME A. LOWE
PO BOX 46
CRESCENT, OR 97733
First Class and Cert. No. 71969002337101114975 with return receipt requested

JEROME A. LOWE
124261 LITTLE DESCHUTES DRIVE
CRESCENT LAKE, OR 97733
First Class and Cert. No. 71969002337101114982 with return receipt requested

JEROME LOWE
PO BOX 46
CRESCENT, OR 97733
First Class and Cert. No. 71969002337101114999 with return receipt requested

Naliko Markel
POB 467
Eugene, OR 97440
First Class and Cert. No. 71969002337101115002 with return receipt requested

CURRENT OCCUPANT
124261 LITTLE DESCHUTES DRIVE
CRESCENT DRIVE, OR 97733
First Class and Cert. No. 71969002337101115019 with return receipt requested

AMENDED TRUSTEE'S NOTICE OF SALE

T.S. No.: **OR-16-756894-SW**

Order No.: **8685882**

Reference is made to that certain deed made by, **JEROME A. LOWE, AN UNMARRIED MAN** as Grantor to **AMERITITLE**, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR LOANDEPOT. COM, LLC DBA IMORTGAGE**, as Beneficiary, dated **4/16/2015**, recorded **4/22/2015**, in official records of **KLAMATH** County, Oregon in /reel /volume number /fee /file /instrument /microfile /reception number **2015-003772**, covering the following described real property situated in said County and State, to-wit:

LOT 7 IN BLOCK 13, TRACT 1042 TWO RIVERS NORTH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON

Tax Assessor's No.: **R163691 R-2607-001B0-10700-00 R-2607-001B0-10700-000**

More commonly known as: **124261 LITTLE DESCHUTES DRIVE, CRESCENT LAKE, OR 97733**

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantors:

The installments of principal and interest which became due on 8/1/2016, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, 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 and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

Monthly Payment \$614.92

Monthly Late Charge \$24.60

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: **\$122,532.76** with interest thereon at the rate 4.2500 per annum from 7/1/2016 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs incurred herein 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 therein.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on **11/13/2017**, at the hour of **10:00 AM** Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at **Inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601**, however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the Court or by proceedings under the National Bankruptcy Act or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on **12/07/2017**.

Whereof, notice hereby is given that, **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON** the undersigned trustee will on **1/23/2018** at the hour of **10:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at **Inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601** County of **KLAMATH**, State of Oregon, sell at public auction to the highest bidder for

cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default 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.

For Sale Information Call: 916-939-0772 or Login to: www.nationwideposting.com

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes 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 said trust deed, 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.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only.

As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.


TS No: OR-16-756894-SW

Dated:

12-19-2017

Quality Loan Service Corporation of Washington, as trustee

Signature By


Kristen Oswood

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corp.
411 Ivy Street
San Diego, CA 92101

Trustee's Physical Address:

Quality Loan Service Corp. of Washington
108 1st Ave South, Suite 202, Seattle, WA 98104
Toll Free: (866) 925-0241

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 1/23/2018. 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:

- **THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**
- **AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.**

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 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 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 90 days or at the end of your fixed term lease. 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 90 days or before your fixed term lease expires. 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: (503) 684-3763; (800) 452-7636

Legal assistance: <http://oregonlawhelp.org/>