

2020-000083

Klamath County, Oregon

01/03/2020 11:55:00 AM

Fee: \$232.00

RECORDING COVER SHEET (Per ORS 205.234 or ORS 205.244)

This cover sheet has been prepared by the person presenting the attached instrument for recording. Any errors in this cover sheet do not effect the transaction (s) contained in the instrument itself

After recording return to:

The Mortgage Law Firm, LLC, Successor Trustee
121 SW Salmon St., Suite 1100
Portland, OR 97204

TS No. **147426**

APN No. **195728**

1. Title(s) of Transaction(s) ORS 205.234(a):

Trustee Sale Proof of Compliance ORS 86.774(3)-(4)

2. Direct Party/Grantor(s) of Deed of Trust and address ORS 205.125(1)(a) and ORS 205.160:

Deloras Provance and Robert Reed
40430 Riverview Drive, Chiloquin, OR, 97624

3. Indirect party/Grantee(s)/Assignee and address ORS 205.125(1)(a) and ORS 205.160:

Reverse Mortgage Solutions
14405 Walters Road, Suite 200
Houston, TX 77014-1345

4. Property:

That property described in Deed of Trust, dated **1/29/2009** recorded on **2/17/2009**, Inst No. **2009-002201** in the records of **Washington County, Oregon**

A PART OF GOVERNMENT LOT 8 IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 27 WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE 961.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ON SAID RIGHT OF WAY LINE 160.25 FEET; THENCE WEST TO THE MEAN HIGH WATER LINE OF THE WILLIAMSON RIVER; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT DUE WEST OF THE TRUE POINT OF BEGINNING; THENCE EAST TO THE TRUE POINT OF BEGINNING.

6. True and Actual Consideration ORS 93.030 NONE

7. Send Tax Statements to: N/A

If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244:

“RERECORDED AT THE REQUEST OF _____ TO CORRECT
RECORDED IN BOOK _____ PREVIOUSLY
AS FEE AND PAGE _____, OR
NUMBER _____

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 147426

After Recording, Return To:
The Mortgage Law Firm, LLC
121 SW Salmon St., Suite 1100
Portland, OR 97204

**AFFIDAVIT OF COMPLIANCE
with ORS 86.748(1)**

Grantor(s):	Robert C. Reed and Deloras A. Provance
Beneficiary:	Reverse Mortgage Solutions, Inc.
Mortgage Servicer:	Reverse Mortgage Solutions, Inc.
Trustee:	The Mortgage Law Firm, LLC
Trustee Sale Number:	147426
Property Address:	40430 Riverview Drive, Chiloquin, OR, 97624
DOT Rec.	
Instrument/Book/Page	2009-002201

I, the undersigned, hereby declare that:

(1) I am the Authorized Signer of Reverse Mortgage Solutions, Inc., who is the Beneficiary in the above referenced trustee's sale.

(2) I certify that the Beneficiary and the Trustee as of this date are the Beneficiary and Trustee named above.

(3) ☒ The Grantor(s) did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.

OR

☐ The Grantor(s) did not provide the required documentation for a foreclosure avoidance measure; therefore, the review process was closed and the Grantor(s)'s eligibility could not be determined.

OR

☐ The Beneficiary sent a written notice to Grantor(s), and on the same day to the Oregon Department of Justice, explaining in plain language that:

☐ The Grantor(s) [is/are] not eligible for a foreclosure avoidance measure; or

☐ The Grantor(s) [has/have] not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) and Beneficiary agreed.

(4) By reason of the above, the Beneficiary or Beneficiary's agent has complied with the requirements of ORS 86.748(1).

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 147426

Reverse Mortgage Solutions, Inc.

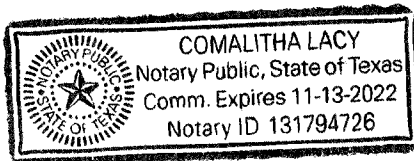
Deneen Sowell
Date: 11-12-19
Name: Deneen Sowell
Title: Authorized Signer

STATE OF Texas)
COUNTY OF Harris)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 12 day of Nov, 2019, by Deneen Sowell n(name of affiant)
as RMS Inc. (authority) for Reverse Mortgage Solutions, Inc.

Said person is: (circle one) personally known to me or produced sufficient identification in the form of
(type of identification produced).

{Insert Notary Seal}



Comalitha Lacy
Printed Name: Comalitha Lacy
Notary Public
My Commission Expires: 11-13-22

DECLARATION OF MAILING

Reference No: 147426
Mailing Number: 0000063-01

STATE OF CALIFORNIA }
 }SS
COUNTY OF SAN DIEGO }

I, Jacob Smith, declare as follows:

I am and at all times herein mentioned a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California:

That at the request of The Mortgage Law Firm on 7/3/2019, I deposited in the United States mail a copy of the attached document, in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

<input checked="" type="checkbox"/> First Class	<input checked="" type="checkbox"/> Certified	<input type="checkbox"/> Certified Electronic Return Receipt
<input checked="" type="checkbox"/> Certified Return	<input type="checkbox"/> Registered	<input type="checkbox"/> Registered International

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

9/20/2019 San Diego, California
Date and Place

Declarant

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

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

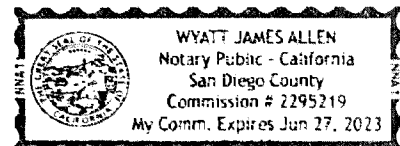
On September 20, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names is subscribed above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this 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.

Signature

[Handwritten Signature]



NOTICE:
YOU ARE IN DANGER OF LOSING YOUR PROPERTY
IF YOU DO NOT TAKE ACTION IMMEDIATELY

This notice is about your mortgage loan on your property at:

Street address: **40430 Riverview Drive**

City: **Chiloquin** State: **Oregon** ZIP: **97624**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have had to pay as of **6/26/2019** to bring your mortgage loan current was \$ **3,617.69**. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **1-866-799-7724** to find out the exact amount you must pay bring your to mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

The Mortgage Law Firm, LLC
121 SW Salmon St, Suite 1100
Portland, OR 97204

THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD
IF YOU DO NOT TAKE ACTION:

November 13, 2019 at 11:00 AM

On the front steps of the Circuit Court
316 Main Street, Klamath Falls, OR 97601

THIS IS WHAT YOU CAN DO
TO STOP THE SALE:

1. You can pay the amount past due or correct any other default, up to five days before the sale.

2. You can refinance or otherwise pay off the loan in full anytime before the sale.

3. You can call Reverse Mortgage Solutions, Inc. at 1-855-358-5267 to find out if your lender is willing to give you more time or change the terms of your loan.

4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **1-800 SAFENET (1-800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 6/20/2019

The Mortgage Law Firm, LLC

By: Carrie A. Majors-Staab
Carrie A. Majors-Staab, OSB #980785
Associate Attorney

Trustee's telephone number: 1-971-270-1233

TRUSTEE'S NOTICE OF SALE

TS No.: 147426

APN: 195728

Reference is made to that certain deed made by **Robert C. Reed and Deloras A. Provance, a tenants by the entirety**, as grantors, **AmeriTitle, Inc-OREGON**, as trustee, in favor of **Urban Financial Group**, as beneficiary, dated **01/29/2009** recorded on **02/17/2009**, Inst No. **2009-002201** in the records of **Klamath County, Oregon**, covering the following described real property situated in said County and State, to wit:

A PART OF GOVERNMENT LOT 8 IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 27 WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE 961.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ON SAID RIGHT OF WAY LINE 160.25 FEET; THENCE WEST TO THE MEAN HIGH WATER LINE OF THE WILLIAMSON RIVER; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT DUE WEST OF THE TRUE POINT OF BEGINNING; THENCE EAST TO THE TRUE POINT OF BEGINNING.

COMMONLY KNOWN AS: **40430 Riverview Drive, Chiloquin, OR, 97624**

The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded on 06/13/2019 as Inst No. 2019-006676 in the records of Klamath County, Oregon. The beneficiary has elected and instructed the trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's: Failure to pay insurance and/or taxes pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9.

Interest, costs and fees are continuing each month until this trust deed is reinstated or goes to trustee's sale; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

By the 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:

1. Principal balance of: **\$257,459.61;**
2. Interest through 06/26/2019 in the amount of **\$94,567.18;**
3. MIP in the amount of **\$24,528.16;**
4. Servicing Fees in the amount of **\$3,720.00;**
5. Corporate Advances in the amount of: **\$2,816.00;**
6. Together with the interest thereon at the rate **4.7300000%** per annum from until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that the undersigned trustee will on **November 13, 2019 at 11:00 AM** Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **City of Klamath Falls, County of Klamath and State of Oregon** at the following place: On the front steps of the Circuit Court, 316

Main Street, Klamath Falls, OR 97601 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 the sale.

In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property.

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **November 13, 2019**. 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 a 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. 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, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregonlawhelp.org>

The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any

party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only.

The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8).

Dated: 6/24/2019

The Mortgage Law Firm, LLC

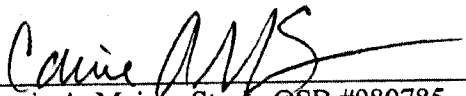

Carrie A. Majors-Staab, OSB #980785
The Mortgage Law Firm, LLC
121 SW Salmon St, Suite 1100
Portland, OR 97204

Exhibit A to Affidavit of Mailing

Postal Class: First Class
Mail Date: 07/03/2019
Type of Mailing: Letter
Affidavit Attachment: 0000063-01 000 07030000 The_Mort-OR

Sender: The_Mort-OR
121 SW Salmon St., Suite 1100
Portland OR 97204

0	(11)9690024883169832 Deloras Provance Po Box 703 Chiloquin, OR 97264
1	(11)9690024883169870 Robert Reed Po Box 703 Chiloquin, OR 97624
2	(11)9690024883169917 Delores Reed 40430 Riverview Drive Chiloquin, OR 97624
3	(11)9690024883169962 Delores Reed 3452 Penzance Ave. Chico, CA 95973
4	(11)9690024883170012 Robert Reed 40430 Riverview Drive Chiloquin, OR 97624
5	(11)9690024883170050 Occupants 40430 Riverview Drive Chiloquin, OR 97624
6	(11)9690024883170104 United States of America, Secretary of Housing and Urban Development 451 7th Street SW Washington, DC 20410
7	(11)9690024883170142 State of Oregon, Oregon Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309

Exhibit A to Affidavit of Mailing

Postal Class: Certified
Mail Date: 07/03/2019
Type of Mailing: Letter
Affidavit Attachment: 0000063-01 000 07030000 The_Mort-OR

Sender: The_Mort-OR
121 SW Salmon St., Suite 1100
Portland OR 97204

- 0 71969002484057056689
Deloras Provance
Po Box 703
Chiloquin, OR 97264
- 1 71969002484057056702
Robert Reed
Po Box 703
Chiloquin, OR 97624
- 2 71969002484057056726
Delores Reed
40430 Riverview Drive
Chiloquin, OR 97624
- 3 71969002484057056740
Delores Reed
3452 Penzance Ave.
Chico, CA 95973
- 4 71969002484057056771
Robert Reed
40430 Riverview Drive
Chiloquin, OR 97624
- 5 71969002484057056801
Occupants
40430 Riverview Drive
Chiloquin, OR 97624
- 6 71969002484057056832
United States of America, Secretary of Housing and Urban Development
451 7th Street SW
Washington, DC 20410
- 7 71969002484057056863
State of Oregon, Oregon Department of Human Services and Oregon Health Authority Estate Administration Unit
PO Box 14021
Salem, OR 97309

Exhibit A to Affidavit of Mailing

Postal Class: Certified - Ret
Mail Date: 07/03/2019
Type of Mailing: Letter
Affidavit Attachment: 0000063-01 000 07030000 The_Mort-OR

Sender: The_Mort-OR
121 SW Salmon St., Suite 1100
Portland OR 97204

0	71969002484057056481 Deloras Provance Po Box 703 Chiloquin, OR 97264
1	71969002484057056504 Robert Reed Po Box 703 Chiloquin, OR 97624
2	71969002484057056528 Delores Reed 40430 Riverview Drive Chiloquin, OR 97624
3	71969002484057056542 Delores Reed 3452 Penzance Ave. Chico, CA 95973
4	71969002484057056566 Robert Reed 40430 Riverview Drive Chiloquin, OR 97624
5	71969002484057056597 Occupants 40430 Riverview Drive Chiloquin, OR 97624
6	71969002484057056603 United States of America, Secretary of Housing and Urban Development 451 7th Street SW Washington, DC 20410
7	71969002484057056627 State of Oregon, Oregon Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309

DECLARATION OF MAILING

Reference No: 147426
Mailing Number: 0000132-01

STATE OF CALIFORNIA }
 }
COUNTY OF SAN DIEGO }

I, Jacob Smith, declare as follows:

I am and at all times herein mentioned a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California:

That at the request of The Mortgage Law Firm on 11/26/2019, I deposited in the United States mail a copy of the attached document, in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

☒ First Class ☐ Certified ☒ Certified Electronic Return Receipt
☐ Certified Return ☐ Registered ☐ Registered International

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

11-27-19 San Diego, California
Date and Place

[Signature]
Declarant

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

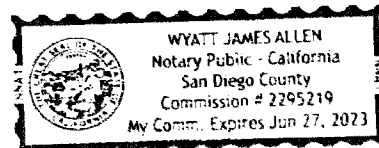
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On **NOV 27 2019** before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names is subscribed above and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on this 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.

Signature [Signature]



Notice of Postponement of Trustee's Foreclosure Sale

Trustee Sale Number: 147426

APN: 195728

Reference is made to that certain trust deed made by **Robert C. Reed and Deloras A. Provance, a tenants by the entirety**, as grantors, **AmeriTitle, Inc-OREGON**, as trustee, in favor of **Urban Financial Group**, as beneficiary, dated **01/29/2009** recorded on **02/17/2009**, Inst No. **2009-002201** in the records of **Klamath County**, Oregon, covering the following described real property situated in said County and State, to wit:

A PART OF GOVERNMENT LOT 8 IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 27 WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE 961.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ON SAID RIGHT OF WAY LINE 160.25 FEET; THENCE WEST TO THE MEAN HIGH WATER LINE OF THE WILLIAMSON RIVER; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT DUE WEST OF THE TRUE POINT OF BEGINNING; THENCE EAST TO THE TRUE POINT OF BEGINNING.

COMMONLY KNOWN AS: **40430 Riverview Drive, Chiloquin, OR, 97624**

PLEASE BE ADVISED that the sale originally set for **11/13/2019** was postponed to **01/08/2020** at the time and place originally set for sale. A copy of the original Notice of Trustee's Sale is enclosed herein.

Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 11/8/2019

The Mortgage Law Firm, LLC

By: 

Carrie A. Majors-Staab, OSB #980785
Associate Attorney

For Information regarding the Sale, the Trustee can be reached at the following telephone number: 1-619-465-8200

TRUSTEE'S NOTICE OF SALE

TS No.: **147426**

APN: **195728**

Reference is made to that certain deed made by **Robert C. Reed and Deloras A. Provance, a tenants by the entirety**, as grantors, **AmeriTitle, Inc-OREGON**, as trustee, in favor of **Urban Financial Group**, as beneficiary, dated **01/29/2009** recorded on **02/17/2009**, Inst No. **2009-002201** in the records of **Klamath County, Oregon**, covering the following described real property situated in said County and State, to wit:

A PART OF GOVERNMENT LOT 8 IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 27 WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE 961.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ON SAID RIGHT OF WAY LINE 160.25 FEET; THENCE WEST TO THE MEAN HIGH WATER LINE OF THE WILLIAMSON RIVER; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT DUE WEST OF THE TRUE POINT OF BEGINNING; THENCE EAST TO THE TRUE POINT OF BEGINNING.

COMMONLY KNOWN AS: **40430 Riverview Drive, Chiloquin, OR, 97624**

The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded on 06/13/2019 as Inst No. 2019-006676 in the records of Klamath County, Oregon. The beneficiary has elected and instructed the trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's: Failure to pay insurance and/or taxes pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9.

Interest, costs and fees are continuing each month until this trust deed is reinstated or goes to trustee's sale; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

By the 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:

1. Principal balance of: **\$257,459.61**;
2. Interest through **06/26/2019** in the amount of **\$94,567.18**;
3. MIP in the amount of **\$24,528.16**;
4. Servicing Fees in the amount of **\$3,720.00**;
5. Corporate Advances in the amount of: **\$2,816.00**;
6. Together with the interest thereon at the rate **4.7300000%** per annum from until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that the undersigned trustee will on **November 13, 2019 at 11:00 AM** Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the City of Klamath Falls, County of Klamath and State of Oregon at the following place: On the front steps of the Circuit Court, 316

Main Street, Klamath Falls, OR 97601 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 the sale.

In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property.

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.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **November 13, 2019**. 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 a 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. 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, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregonlawhelp.org>

The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any

party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only.

The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8).

Dated: 6/24/2019

The Mortgage Law Firm, LLC

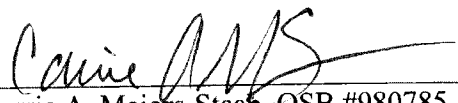

Carrie A. Majors-Staab, OSB #980785
The Mortgage Law Firm, LLC
121 SW Salmon St, Suite 1100
Portland, OR 97204

Exhibit A to Affidavit of Mailing

Postal Class: First Class
Mail Date: 11/26/2019
Type of Mailing: Letter
Affidavit Attachment: 0000132-01 000 11260000 The_Mort-OR

Sender: The Mortgage Law Firm
121 SW Salmon St., Suite 1100
Portland OR 97204

- 0 (11)9690024890036783
Deloras Provance
Po Box 703
Chiloquin, OR 97624
- 1 (11)9690024890036806
Robert Reed
Po Box 703
Chiloquin, OR 97624
- 2 (11)9690024890036813
Delores Reed
40430 Riverview Drive
Chiloquin, OR 97624
- 3 (11)9690024890036844
Delores Reed
3452 Penzance Ave.
Chico, CA 95973
- 4 (11)9690024890036882
Robert Reed
40430 Riverview Drive
Chiloquin, OR 97624
- 5 (11)9690024890036929
Occupants
40430 Riverview Drive
Chiloquin, OR 97624
- 6 (11)9690024890036967
United States of America, Secretary of Housing and Urban Development
451 7th Street SW
Washington, DC 20410
- 7 (11)9690024890037001
State of Oregon, Oregon Department of Human Services and Oregon Health Authority Estate Administration Unit
PO Box 14021
Salem, OR 97309
- 8 (11)9690024890037032
William Oates
PO BOX 681
Chiloquin, OR 97624
- 9 (11)9690024890037063
William Oates c/o Joseph R Davis
823 Alder Creek Drive
Medford, OR 97601

Exhibit A to Affidavit of Mailing

Postal Class: Electronic - Ret
Mail Date: 11/26/2019
Type of Mailing: Letter
Affidavit Attachment: 0000132-01 000 11260000 The_Mort-OR

Sender: The Mortgage Law Firm
121 SW Salmon St., Suite 1100
Portland OR 97204

- | | |
|---|--|
| 0 | 71969002484059386074
Deloras Provance
Po Box 703
Chiloquin, OR 97624 |
| 1 | 71969002484059386111
Robert Reed
Po Box 703
Chiloquin, OR 97624 |
| 2 | 71969002484059386142
Delores Reed
40430 Riverview Drive
Chiloquin, OR 97624 |
| 3 | 71969002484059386173
Delores Reed
3452 Penzance Ave.
Chico, CA 95973 |
| 4 | 71969002484059386210
Robert Reed
40430 Riverview Drive
Chiloquin, OR 97624 |
| 5 | 71969002484059386234
Occupants
40430 Riverview Drive
Chiloquin, OR 97624 |
| 6 | 71969002484059386258
United States of America, Secretary of Housing and Urban Development
451 7th Street SW
Washington, DC 20410 |
| 7 | 71969002484059386265
State of Oregon, Oregon Department of Human Services and Oregon Health Authority Estate Administration Unit
PO Box 14021
Salem, OR 97309 |
| 8 | 71969002484059386272
William Oates
PO BOX 681
Chiloquin, OR 97624 |
| 9 | 71969002484059386289
William Oates c/o Joseph R Davis
823 Alder Creek Drive
Medford, OR 97601 |

**AFFIDAVIT OF PUBLICATION
STATE OF OREGON,
COUNTY OF KLAMATH**

I, Megan McGuffee, Legal Specialist, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#19156

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues:
09/19/2019 09/26/2019 10/03/2019 10/10/2019

Total Cost: \$3056.12

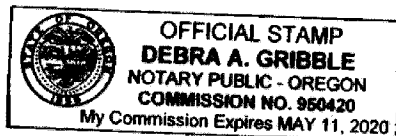
Megan McGuffee

Subscribed and sworn by Megan McGuffee before me on:
10th day of October in the year of 2019

Debra A. Grizzle

Notary Public of Oregon

My commission expires on May 11, 2020



10 days of the date of this sale, the trustee will receive the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property. 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 methamphetamine, 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. NOTICE TO RESIDENTIAL TENANTS The property in which you are living is in foreclosure. A foreclosure sale is scheduled for November 13, 2019. The date of this sale may be postponed. Unless the lender that is

**TRUSTEE'S NOTICE OF SALE
TS NO.: 18-62115
APN: 196728**

Reference is made to that certain deed made by Robert C. Reed and Deloras A. Provance, a tenants by the entirety, as grantors, AmeriTitle, Inc.-OREGON, as trustee, in favor of Urban Financial Group, as beneficiary, dated 01/29/2009 recorded on 02/17/2009, Inst No. 2009-002201 in the records of Klamath County, Oregon, covering the following described real property situated in said County and State, to wit: A PART OF GOVERNMENT LOT 8 IN SECTION 27, TOWNSHIP 34 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF SECTION 27 WITH THE WESTERLY RIGHT OF WAY LINE OF SOUTHERN PACIFIC RAILROAD; THENCE NORTHERLY ALONG SAID RIGHT OF WAY LINE 961.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTHERLY ON SAID RIGHT OF WAY LINE 160.25 FEET; THENCE WEST TO THE MEAN HIGH WATER LINE OF THE WILLAMETTE RIVER; THENCE SOUTHERLY ALONG SAID WATER LINE TO A POINT DUE WEST OF THE TRUE POINT OF BEGINNING; THENCE EAST TO THE TRUE POINT OF BEGINNING. COMMONLY KNOWN AS: 40430 Riverview Drive, Chiloquin, OR, 97624 The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded on 06/13/2019 as Inst No. 2019-006676 in the records of Klamath County, Oregon. The beneficiary has elected and instructed the trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's: Failure to pay insurance and/or taxes pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9. Interest, costs and fees are continuing each month until this trust deed is reinstated or goes to trustee's sale; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in; subject note and deed of trust. By the 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: 1. Principal balance of: \$257,459.61; 2. Interest through 06/26/2019 in the amount of \$94,567.16; 3. MIP in the amount of \$24,528.16; 4. Servicing Fees in the amount of \$3,720.00; 5. Corporate Advances in the amount of: \$2,816.00; 6. Together with the interest thereon at the rate 4.750000% per annum from until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof notice hereby is given that the undersigned trustee will on November 13, 2019 at 11:00 AM Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the City of Klamath Falls, County of Klamath and State of Oregon at the following place: On the front steps of the Circuit Court, 318 Main Street, Klamath Falls, OR 97601 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 the sale. In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within

4698093

TMLF-OR

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 a 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. If you do not have enough mon-

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Website: <http://www.oregonlawhelp.org> The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings, this shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only. The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8). Dated: June 26, 2019 The Mortgage Law Firm, LLC Carrie A. Majors-Staab, OSB #880785 The Mortgage Law Firm, LLC 121 SW Salmon St, Suite 1100 Portland, OR 97204 A-FN4698083 09/19/2019, 09/26/2019, 10/03/2019, 10/10/2019 #19156 September 19, 26, October 3, 10, 2019

RECORDING REQUESTED BY:
The Mortgage Law Firm, LLC, Successor Trustee
121 SW Salmon St., Suite 1100
Portland, OR 97204

AND WHEN RECORDED MAIL TO:
The Mortgage Law Firm, LLC
121 SW Salmon St., Suite 1100
Portland, OR 97204

Space Above This Line For Recorder's Use

DECLARATION OF NON-MILITARY SERVICE

Owner(s): **Deloras Provance and Robert Reed**

T.S. No.: **147426**

I, the undersigned declare under penalty of perjury under the laws of the State of Oregon that, to the best of my knowledge, the foregoing is true and correct.

The individuals, **Deloras Provance and Robert Reed**, who were the grantors of deed of trust to **AMERITITLE, INC-OREGON**, as Trustee, in favor of **URBAN FINANCIAL GROUP** as Beneficiary, dated **01/29/2009**, recorded **02/17/2009**, in the official records of **Klamath** County, Oregon in as Instrument No. **2009-002201** are not now, or within the period of one year prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailor's Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948 as evidenced in the attached Military Status Report.

Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 1-3-2020

The Mortgage Law Firm, LLC

By: [Signature]
Eric Marshack, OSB #050166
Managing Attorney

State of Oregon } SS
County of Multnomah

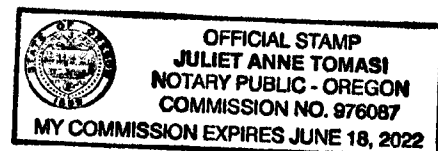
On January 3, 2020 before me, Juliet A. Tomasi
personally appeared Eric Marshack who signed in his/her
capacity of Managing Attorney of The Mortgage Law Firm LLC, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he/she executed the same in his/her authorized capacity, and that by his/her 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 Oregon that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

[Signature]
Notary Public

(Seal)



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-8910
Birth Date:
Last Name: PROVANCE
First Name: DELORAS
Middle Name:
Status As Of: Dec-26-2019
Certificate ID: PVYZSB2W4GR1288

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-3425
Birth Date:
Last Name: REED
First Name: ROBERT
Middle Name:
Status As Of: Dec-26-2019
Certificate ID: SKMSDYS5DL7FKWK

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-6898
Birth Date:
Last Name: OATES
First Name: WILLIAM
Middle Name:
Status As Of: Dec-26-2019
Certificate ID: 4RT5D0ZQXKCRM2P

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

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The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.