

RECORDING COVER SHEET *(Please Print or Type)*

This cover sheet was prepared by the person presenting the Instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

- 1.) Title(s) of the transaction(s) ORS 205.234(a):
Affidavit of Mailing Notice of Sale
Notice of Sale
Affidavit of Service or Posting
Affidavit of Publication
Affidavit of Compliance
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
Current Borrower(s): **ANDY L COLBERT, LAURA J COLBERT**
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
QUALITY LOAN SERVICE CORPORATION OF WASHINGTON
PHH Mortgage Corporation
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: *Not applicable*
- 5.) Send tax statements to: *Not applicable*
- 6.) Satisfaction of order or warrant ORS 205.125(1)(e): *Not applicable*
- Check One: *(if applicable)* _____ Full or _____ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: *Not applicable*

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

WHEN RECORDED MAIL TO:
Quality Loan Servicer Corporation of Washington
108 1st Ave South, Suite 202
Seattle, WA 98104

AFFIDAVIT OF MAILING 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 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 notice of sale of the real property was provided as required under ORS § 86.756, 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 the grantor of the trust deed, any successor in interest to the grantor whose interest appears of record or of whose interest the trustee or the beneficiary has actual notice, and any persons requesting notice as provided in ORS § 86.806, and all junior lien holders as provided in ORS § 86.764. Each of the notices so mailed was certified to be a true copy of the original notice of sale by **Quality Loan Service Corporation of Washington**, the trustee named in said notice; each such 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 09/30/2019. Each of said notices were mailed after the notice of default and election to sell described in said Notice of Sale was recorded and at least 120 days before the day 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:

1.17.2020

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

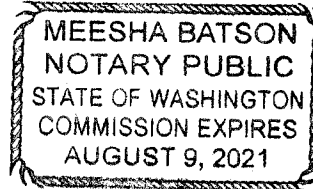
King) ss.

Subscribed and sworn to (or affirmed) before me this 17th day of January, 2020 by Kristen Oswood, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

Meesha Batson
Meesha Batson

Notary Public Seal



2019-011204

Klamath County, Oregon

09/26/2019 08:24:03 AM

Fee: \$127.00

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AFTER RECORDING RETURN TO:

Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

- 1.) Title(s) of the transaction(s) ORS 205.234(a): **Notice of Default and Election to Sell State of Oregon Foreclosure Avoidance Program Certificate of Compliance**
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
QUALITY LOAN SERVICE CORPORATION OF WASHINGTON
Address: **2763 Camino Del Rio South**
San Diego, CA, 92108
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
ANDY L COLBERT, LAURA J COLBERT
Address: **10904 FISHER STREET**
BONANZA, OR, 97623
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: ***Not applicable***
- 5.) Send tax statements to: ***Not applicable***
- 6.) Satisfaction of order or warrant ORS 205.125(1)(e): ***Not applicable***
Check One: ***(if applicable)*** ☐ Full or ☐ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: ***Not applicable***

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

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from ANDY L COLBERT AND
LAURA J COLBERT, HUSBAND AND WIFE,
Grantor

To QUALITY LOAN SERVICE CORPORATION OF
WASHINGTON - Successor Trustee

After recording return to:
Quality Loan Service Corporation of Washington
c/o Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108

TS No: OR-19-868386-SW

CERTIFICATE OF COMPLIANCE RECORDED AS INSTRUMENT NO. 2019-010326

Reference is made to that certain trust deed made by **ANDY L COLBERT AND LAURA J COLBERT, HUSBAND AND WIFE** as grantor, to **AMERITITLE**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, **SOLELY AS NOMINEE FOR EAGLE HOME MORTGAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS**, as beneficiary, dated **9/19/2008**, recorded **9/23/2008**, in the Records of **KLAMATH** County, Oregon, and/or as fee/file/instrument/microfilm/reception No. **2008-013251** and modified as per Modification Agreement recorded 12/11/2017 as Instrument No. 2017-014028 and modified as per Modification Agreement recorded 9/10/2015 as Instrument No. 2015-010056 and subsequently assigned or transferred by operation of law to **PHH Mortgage Corporation** covering the following described real property situated in the above-mentioned county and state.

APN: R400952 3711033B000900000

LOT 5 IN BLOCK 9 OF TRACT NO. 1039, YONNA WOODS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(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 sum:

TOTAL REQUIRED TO REINSTATE:	<u>\$12,546.48</u>
TOTAL REQUIRED TO PAYOFF:	<u>\$182,587.61</u>

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

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 installments of principal and interest which became due on 1/1/2019, 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.

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the trust deed by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder for cash the interest in the described property which grantor had, or had the power to convey, at the time of the execution by grantor of the trust deed, together with any interest grantor or grantor's successor in interest acquired after the execution of the trust deed, to satisfy the obligations secured by the trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of **10:00 AM**, in accord with the standard of time established by ORS 187.110 on **2/7/2020**, at the following place: **Inside the main lobby of the Klamath County Courthouse, located at 316 Main St, Klamath Falls, OR 97601** 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 and Nature of Right, Lien or Interest

ANDY COLBERT
10904 FISHER STREET
BONANZA, OR 97623
Original Borrower

LAURA COLBERT
10904 FISHER STREET
BONANZA, OR 97623
Original Borrower

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney fees not exceeding the amounts provided by ORS 86.778.

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.

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.

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 TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF DEFAULT, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

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

TS No: OR-19-868386-SW

Dated:

Quality Loan Service Corporation of Washington, as Trustee

SEP 25 2019

Signature By Kristen Oswood
Kristen Oswood, Assistant Secretary
Quality Loan Service Corporation of Washington

Trustee's Mailing Address:

Quality Loan Service Corp. of Washington
C/O Quality Loan Service Corporation
2763 Camino Del Rio South
San Diego, CA 92108

Trustee's Physical Address:

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

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 SEP 25 2019 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.

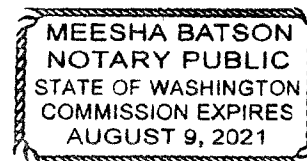
I certify under *PENALTY OF PERJURY* under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Seal)

Meesha Batson
Signature

Meesha Batson



NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 2/7/2020. 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: (503) 684-3763; (800) 452-7636

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

NPP 0361708

**PROOF OF SERVICE
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE

FOR THE WITHIN NAMED: **All Occupants of 10904 Fisher St. Bonanza, OR 97623**

☒ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to Laura Colbert at the address below.

☒ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to Laura Colbert, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: Andy Colbert

☐ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1st Attempt:

2nd Attempt:

3rd Attempt:

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on ___ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of October 7, 2019, I mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

Melissa Chambers

10904 Fisher St. Bonanza, OR 97623

ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

October 3, 2019

3:57 PM

DATE OF SERVICE

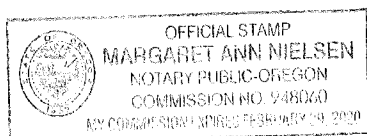
TIME OF SERVICE

☐ or non occupancy

By:

ROBERT W. BOLENGAUGH

Subscribed and sworn to before on this 7 day of October, 2019.



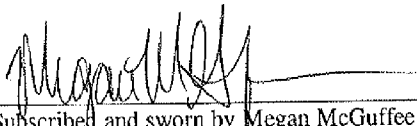
Margaret A. Nielsen
Notary Public for Oregon


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

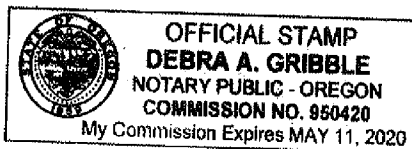
I, Megan McGuffee, Legal Specialist, being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News, a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97603 in the aforesaid county and state; that I know from my personal knowledge that the Legal#19198 SALE IDSPUB#0157209 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:
10/29/2019 11/05/2019 11/12/2019 11/19/2019

Total Cost: \$2236.28


Subscribed and sworn by Megan McGuffee before me on:
19th day of November in the year of 2019


Notary Public of Oregon
My commission expires on May 11, 2020



**TRUSTEE'S NOTICE OF SALE
E.T.S. No. OR-19-868386-SW**

Reference is made to that certain deed made by, **ANDY L. COLBERT AND LAURA J. COLBERT, HUSBAND AND WIFE** as Grantor to **AMERITITLE**, as trustee, in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS")**, **SOLELY AS NOMINEE FOR EAGLE HOME MORTGAGE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS**, as Beneficiary, dated **9/19/2008**, recorded **9/23/2008**, in official records of **KLAMATH County, Oregon** in book/reel/volume No. and/or as fee/file/instrument/microfilm/reception number **2008-013251** and modified as per Modification Agreement recorded **12/11/2017** as Instrument No. **2017-014028** and modified as per Modification Agreement recorded **9/10/2015** as Instrument No. **2015-010056** and subsequently assigned or transferred by operation of law to **PHH Mortgage Corporation** covering the following described real property situated in said County, and State, APN: **R400952 3711033B000900000 LOT 5 IN BLOCK 9 OF TRACT NO. 1039, YONNA WOODS NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON**. Commonly known as: **10904 FISHER STREET, BONANZA, OR 97623**. The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7). 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. 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 sum: **TOTAL REQUIRED TO REINSTATE: \$12,546.48 TOTAL REQUIRED TO PAYOFF: \$182,587.61** Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. 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 installments of principal and interest which became due on 1/1/2019, 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.** Whereof, notice hereby is given that **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**, the undersigned trustee will, on **2/7/2020** at the hour of **10:00 AM**, Standard of Time, as established by section **187.110**, Oregon Revised Statutes, inside the main lobby of the **Klamath County Courthouse, located at 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 de-

scribed 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. 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 and Nature of Right, Lien or Interest ANDY COLBERT 10904 FISHER STREET BONANZA, OR 97623 Original Borrower LAURA COLBERT 10904 FISHER STREET BONANZA, OR 97623 Original Borrower For Sale Information Call: 916-939-0772 or Login to: www.nationwideposting.com 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. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**. 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. 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. **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 TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.** TS No: OR-19-868386-SW Dated: 9/30/2019 Quality Loan Service Corporation of Washington, as Trustee Signature By: Kristen Oswood, Assistant Secretary Trustee's Mailing Address: Quality Loan Service Corp. of Washington 108 1st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 Trustee's Physical Address: Quality Loan Service Corp. of Washington 108 1 st Ave South, Suite 202, Seattle, WA 98104 Toll Free: (866) 925-0241 IDSPub #0157209 10/29/2019 11/5/2019 11/12/2019 11/19/2019 #19198 October 29, November 5, 12, 19, 2019

After Recording, Return To:
Quality Loan Service Corporation of Washington
108 1st Ave South, Suite 202
Seattle, WA 98104

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

Grantor(s): Andy L Colbert, Laura J Colbert
Beneficiary: PHH Mortgage Corporation
Mortgage Servicer: PHH Mortgage Corporation
Trustee: Quality Loan Service Corporation of Washington
Trustee Sale Number: OR-19-868386-SW
Property Address: 10904 FISHER STREET, BONANZA, OR 97623
DOT Rec. Instrument/Book/Page Instrument No. 2008-013251

I, the undersigned, hereby declare that:

- (1) I am a Contract Management Coordinator for PHH Mortgage Corporation. ("PHH"), 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) [X] The grantor did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.
OR
[] The grantor did not request a foreclosure avoidance measure, but was provided with a foreclosure avoidance measure notwithstanding. This measure is no longer available as the grantor failed to respond to the offer affirmatively.
OR
[] The grantor applied for a foreclosure avoidance measure, but needed additional documentation for a review to be conducted. In accordance with federal and state law, a "missing items" letter was sent to the borrower on _____, requesting additional documentation to conduct the loss mitigation review. As of the date of this affidavit, PHH has not yet received this missing documentation in order to conduct this review.
OR
[] In accordance with ORS 86.748, PHH mailed to the grantor written notice that explains in plain language that:

☐ The grantor is not eligible for any foreclosure avoidance measure; or
☐ The grantor has not complied with the terms of foreclosure avoidance measure to which the grantor and beneficiary had agreed.

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

Dated: 1-6-2020

Allen H. Elijah
PHH Mortgage Corporation

Allen H. Elijah

Printed Name:

Contract Management Coordinator

Title:

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was subscribed and sworn before me by means of [X] physical presence or [] online notarization, this 6th day of Jan. 2020, by Allen H. Elijah as Contract Management Coordinator for PHH Mortgage Corporation, who is **personally known to me** or who has produced as identification.

T. Alkins

Signature of Notary Public

Name of Notary Public: Talya Alkins

Notary Commission Expiration Date: 3-14-23

Personally known: ✓

OR Produced Identification:

Type of Identification Produced:

