

**2020-000975**

**Klamath County, Oregon**

01/24/2020 10:14:00 AM

Fee: \$262.00

**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. 146704

APN No. R541159 Map/No. R-3909-010AB-06600-000

**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:**

Patricia Howell  
3414 Hillyard Avenue, Klamath Falls, OR, 97603

**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, Texas 77014-1345

**4. Property:**

That property described in Deed of Trust, dated **01/30/2009** recorded on **02/06/2009**, Inst No. **2009-001498** in  
the records of **Klamath** County, Oregon

The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according  
to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.  
EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June  
11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon.

**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  
\_\_\_\_\_  
PREVIOUSLY  
RECORDED IN BOOK \_\_\_\_\_ AND PAGE \_\_\_\_\_, OR  
AS FEE  
NUMBER \_\_\_\_\_

Affidavit of Compliance with ORS 86.748(1)  
Trustee Sale Number: **146704**

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)**

<b>Grantor(s):</b>	Patricia Howell, Unmarried
<b>Beneficiary:</b>	Reverse Mortgage Solutions, Inc.
<b>Mortgage Servicer:</b>	Reverse Mortgage Solutions
<b>Trustee:</b>	The Mortgage Law Firm, LLC
<b>Trustee Sale Number:</b>	146704
<b>Property Address:</b>	3414 Hillyard Avenue, Klamath Falls, OR, 97603
<b>DOT Rec.</b>	
<b>Instrument/Book/Page</b>	2009-001498

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: **146704**

Reverse Mortgage Solutions, Inc.

*Deneen Sowell*

Date: 12-9-19

Name: Deneen Sowell

Title: Authorized Signer

STATE OF Texas

)

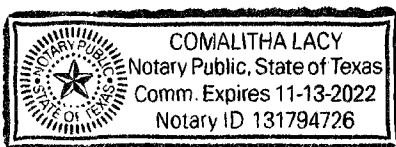
COUNTY OF Harris

)

)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 9<sup>th</sup> day of December, 2019, by (Deneen Sowell) as (Authorized Signer) 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}



*CM Lacy*

Printed Name: Comalitha Lacy

Notary Public

My Commission Expires: 11-13-22

## DECLARATION OF MAILING

Reference No: 146704  
Mailing Number:0000084-01

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

}  
}SS  
}

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 Mort-OR on 7/19/2019, 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.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

☒ First Class  
☒ Certified Return

☒ Certified  
☐ Registered

☐ Certified Electronic Return Receipt  
☐ Registered International

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

1-3-20 San Diego, California  
Date and Place

[Signature]  
Declarant

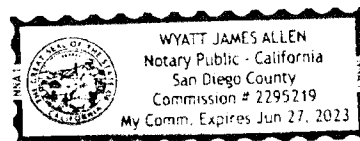
On JAN 03 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names is subscribed above and acknowledged to me that he/she executed the same in his/her 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]



## **TRUSTEE'S NOTICE OF SALE**

TS No.: 146704

APN:

Reference is made to that certain deed made by **Patricia Ann Howell** as Grantor to **Alan E. South, Attorney at Law, South Associates**, as Trustee, in favor of **Urban Financial Group, Inc.** as Beneficiary, dated **01/30/2009**, recorded **02/06/2009**, in the official records of **Klamath County, Oregon** Instrument No. **2009-001498**, covering the following described real property situated in said County and State, to wit:

The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June 11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon.

Commonly known as: **3414 Hillyard Avenue, Klamath Falls, OR 97603**

The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded 10/30/2013 as Instrument No. 2013-012211 in the records of Klamath County, Oregon has elected and instructed the Successor 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 due to the death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9. 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: **\$81,876.81**;
2. Interest through 07/19/2019 in the amount of **\$34,463.55**;
3. MIP/PMI Advances in the amount of **\$7,998.16**;
4. Servicing fees in the amount of **\$3,750.00**;
5. Corporate Advances in the amount of: **\$9,030.70**
6. Together with the interest thereon at the rate **4.84 %** 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 **12/05/2019** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, on the front steps of the Circuit Court, 316 Main Street, in the City of, Klamath Falls, County of Klamath, 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.

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#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **12/05/2019**. 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>

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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: 7/19/2019

The Mortgage Law Firm, LLC

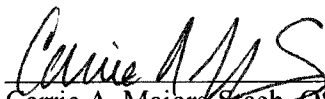
  
Carrie A. Majors-Staab, OSB #980785  
The Mortgage Law Firm, LLC  
121 SW Salmon St, Suite 1100  
Portland, OR 97204



Exhibit A to Affidavit of Mailing

Postal Class:	First Class	Sender: The_Mort-OR
Mail Date:	07/19/2019	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000084-01 000 07190000 The_Mort-OR	
0	(11)9690024883917433 Patricia Howell 3414 Hilyard Ave Klamath Falls, OR 97603	
1	(11)9690024883917488 Occupants 3414 Hilyard Ave Klamath Falls, OR 97603	
2	(11)9690024883917532 Fidelity National Title Group, Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	(11)9690024883917570 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	(11)9690024883917624 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	(11)9690024883917679 Kevin Spence, Personal Representative Northwest Probate, LLC, 8865 SW Center Street Tigard, OR 97233	
6	(11)9690024883917723 William Kyle Silvester 16933 COUNTY ROAD 15 Tyler, TX 75703	

Exhibit A to Affidavit of Mailing

Postal Class:	Certified	Sender: The_Mort-OR
Mail Date:	07/19/2019	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000084-01 000 07190000 The_Mort-OR	
0	71969002484057283610 Patricia Howell 3414 Hilyard Ave Klamath Falls, OR 97603	
1	71969002484057283641 Occupants 3414 Hilyard Ave Klamath Falls, OR 97603	
2	71969002484057283689 Fidelity National Title Group, Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	71969002484057283719 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	71969002484057283740 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	71969002484057283771 Kevin Spence, Personal Representative Northwest Probate, LLC, 8865 SW Center Street Tigard, OR 97233	
6	71969002484057283801 William Kyle Silvester 16933 COUNTY ROAD 15 Tyler, TX 75703	

Exhibit A to Affidavit of Mailing

Postal Class:	Certified - Ret	Sender: The_Mort-OR
Mail Date:	07/19/2019	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000084-01 000 07190000 The_Mort-OR	
0	71969002484057283634 Patricia Howell 3414 Hillyard Ave Klamath Falls, OR 97603	
1	71969002484057283665 Occupants 3414 Hillyard Ave Klamath Falls, OR 97603	
2	71969002484057283696 Fidelity National Title Group, Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	71969002484057283726 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	71969002484057283757 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	71969002484057283788 Kevin Spence, Personal Representative Northwest Probate, LLC, 8865 SW Center Street Tigard, OR 97233	
6	71969002484057283818 William Kyle Silvester 16933 COUNTY ROAD 15 Tyler, TX 75703	

## DECLARATION OF MAILING

Reference No: 146704  
Mailing Number: 0000137-01

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 12/9/2019, 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.

12-10-19   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.

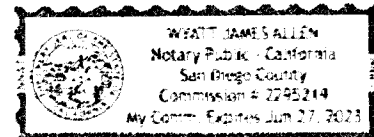
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

On **DEC 10 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 No. 146704      APN: R541159 Map/No. R-3909-010AB-06600-000**

Reference is made to that certain deed made be **Patricia Howell** as Grantor to **Alan E. South, Attorney at Law, South & Associates**, as Trustee, in favor of **Urban Financial Group** as Beneficiary, dated **01/30/2009**, recorded **02/06/2009**, in the official records of **Klamath** County, Oregon instrument No. 2009-001498 covering the following described real property situated in said County and State, to wit:

**The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June 11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon.**

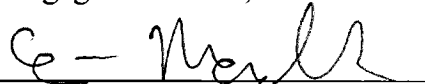
Commonly known as: **3414 Hillyard Avenue, Klamath Falls, OR 97603**

- **PLEASE BE ADVISED** that the sale originally set for 12/5/2019 was postponed to **01/10/2020** 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: 12-6-19

The Mortgage Law Firm, LLC

By: 

Eric Marshack, OSB #050166

Managing 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.: **146704**

APN:

Reference is made to that certain deed made by **Patricia Ann Howell** as Grantor to **Alan E. South, Attorney at Law, South Associates**, as Trustee, in favor of **Urban Financial Group, Inc.** as Beneficiary, dated **01/30/2009**, recorded **02/06/2009**, in the official records of **Klamath** County, Oregon Instrument No. **2009-001498**, covering the following described real property situated in said County and State, to wit:

The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June 11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon.

Commonly known as: **3414 Hillyard Avenue, Klamath Falls, OR 97603**

The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded 10/30/2013 as Instrument No. 2013-012211 in the records of Klamath County, Oregon has elected and instructed the Successor 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 due to the death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9. 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: **\$81,876.81**;
2. Interest through 07/19/2019 in the amount of **\$34,463.55**;
3. MIP/PMI Advances in the amount of **\$7,998.16**;
4. Servicing fees in the amount of **\$3,750.00**;
5. Corporate Advances in the amount of: **\$9,030.70**
6. Together with the interest thereon at the rate **4.84 %** 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 **12/05/2019** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, on the front steps of the Circuit Court, 316 Main Street, in the City of, Klamath Falls, County of Klamath, 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.

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#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **12/05/2019**. 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>

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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: 7/19/2019

The Mortgage Law Firm, LLC

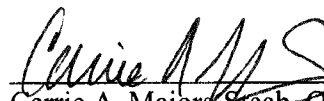
  
Carrie A. Majors-Staab, OSB #980785  
The Mortgage Law Firm, LLC  
121 SW Salmon St, Suite 1100  
Portland, OR 97204

Exhibit A to Affidavit of Mailing

Postal Class:	First Class	Sender: The Mortgage Law Firm
Mail Date:	12/09/2019	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000137-01 000 12090000 The_Mort-OR	
0	(11)9690024890553716 Patricia Howell 3414 Hilyard Ave Klamath Falls, OR 97603	
1	(11)9690024890553785 Occupants 3414 Hilyard Ave Klamath Falls, OR 97603	
2	(11)9690024890553884 Fidelity National Title Group Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	(11)9690024890553983 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	(11)9690024890554041 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	(11)9690024890554140 Kevin Spence, Personal Representative Northwest Probate, LLC 8865 SW Center St. Tigard, OR 97223	
6	(11)9690024890554195 William Kyle Silvester 16933 COUNTY ROAD 15 APT# 15 Tyler, TX 75703	

Exhibit A to Affidavit of Mailing

Postal Class:	Electronic - Ret	Sender: The Mortgage Law Firm
Mail Date:	12/09/2019	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000137-01 000 12090000 The_Mort-OR	
0	71969002484059565226 Patricia Howell 3414 Hilyard Ave Klamath Falls, OR 97603	
1	71969002484059565257 Occupants 3414 Hilyard Ave Klamath Falls, OR 97603	
2	71969002484059565271 Fidelity National Title Group Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	71969002484059565325 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	71969002484059565349 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	71969002484059565363 Kevin Spence, Personal Representative Northwest Probate, LLC 8865 SW Center St. Tigard, OR 97223	
6	71969002484059565417 William Kyle Silvester 16933 COUNTY ROAD 15 APT# 15 Tyler, TX 75703	

## DECLARATION OF MAILING

Reference No: 146704  
Mailing Number: 0000146-01

STATE OF CALIFORNIA                    }  
  }SS  
COUNTY OF SAN DIEGO                }

I, Jacob Smith, declare as follows:

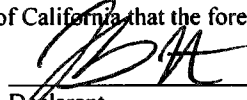
I am and at all times herein mentioned a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California:

That at the request of The Mortgage Law Firm on 1/10/2020, 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 type="checkbox"/> Certified	<input checked="" type="checkbox"/> Certified Electronic Return Receipt
<input 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.

1-13-20 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.

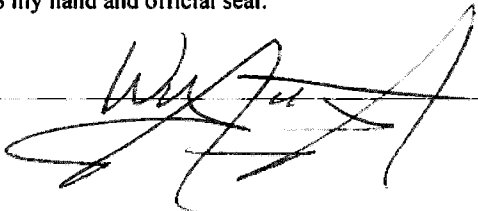
STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

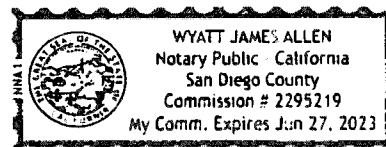
On JAN 13 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacob Smith, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose names is subscribed above and acknowledged to me that he/she executed the same in his/her 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





**Notice of Postponement of Trustee's Foreclosure Sale**

**Trustee Sale No. 146704      APN: R541159 Map/No. R-3909-010AB-06600-000**

Reference is made to that certain deed made be **Patricia Howell** as Grantor to **Alan E. South, Attorney at Law, South & Associates**, as Trustee, in favor of **Urban Financial Group** as Beneficiary, dated **01/30/2009**, recorded **02/06/2009**, in the official records of **Klamath** County, Oregon instrument No. **2009-001498** covering the following described real property situated in said County and State, to wit:

**The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June 11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon.**

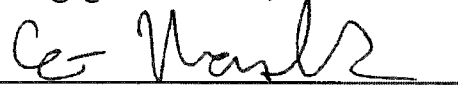
Commonly known as: **3414 Hillyard Avenue, Klamath Falls, OR 97603**

**PLEASE BE ADVISED** that the sale originally set for 1/10/2019 was postponed to **01/30/2020** 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: 1-10-2020

The Mortgage Law Firm, LLC

By:   
Eric Marshack, OSB #050166  
Managing 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.: 146704

APN:

Reference is made to that certain deed made by **Patricia Ann Howell** as Grantor to **Alan E. South, Attorney at Law, South Associates**, as Trustee, in favor of **Urban Financial Group, Inc.** as Beneficiary, dated **01/30/2009**, recorded **02/06/2009**, in the official records of **Klamath County, Oregon** Instrument No. **2009-001498**, covering the following described real property situated in said County and State, to wit:

The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June 11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon.

Commonly known as: **3414 Hillyard Avenue, Klamath Falls, OR 97603**

The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded 10/30/2013 as Instrument No. 2013-012211 in the records of Klamath County, Oregon has elected and instructed the Successor 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 due to the death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9. 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: **\$81,876.81**;
2. Interest through 07/19/2019 in the amount of **\$34,463.55**;
3. MIP/PMI Advances in the amount of **\$7,998.16**;
4. Servicing fees in the amount of **\$3,750.00**;
5. Corporate Advances in the amount of: **\$9,030.70**
6. Together with the interest thereon at the rate **4.84 %** 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 **12/05/2019** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, on the front steps of the Circuit Court, 316 Main Street, in the City of, Klamath Falls, County of Klamath, 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.

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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.

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Dated: 7/19/2019

The Mortgage Law Firm, LLC

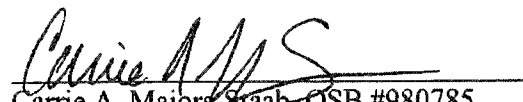
  
Carrie A. Majors-Staab, OSB #980785  
The Mortgage Law Firm, LLC  
121 SW Salmon St, Suite 1100  
Portland, OR 97204

Exhibit A to Affidavit of Mailing

Postal Class:	First Class	Sender: The Mortgage Law Firm
Mail Date:	01/10/2020	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000146-01 000 01100000 The_Mort-OR	
0	(11)9690024892094385 Patricia Howell 3414 Hilyard Ave Klamath Falls, OR 97603	
1	(11)9690024892094453 Occupants 3414 Hilyard Ave Klamath Falls, OR 97603	
2	(11)9690024892094514 Fidelity National Title Group, Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	(11)9690024892094576 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	(11)9690024892094620 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	(11)9690024892094699 Kevin Spence, Personal Representative Northwest Probate, LLC 8865 SW CENTER STREET Tigard, OR 97223	
6	(11)9690024892094750 William Kyle Silvester 16933 COUNTY ROAD 15 #1515 Tyler, TX 75703	

Exhibit A to Affidavit of Mailing

Postal Class:	Electronic - Ret	Sender: The Mortgage Law Firm
Mail Date:	01/10/2020	121 SW Salmon St., Suite 1100
Type of Mailing:	Letter	Portland OR 97204
Affidavit Attachment:	0000146-01 000 01100000 The_Mort-OR	
0	71969002484060128281 Patricia Howell 3414 Hilyard Ave Klamath Falls, OR 97603	
1	71969002484060128304 Occupants 3414 Hilyard Ave Klamath Falls, OR 97603	
2	71969002484060128328 Fidelity National Title Group, Attn: Shelby Andersen 2533 North 117th Avenue Omaha, NE 68164	
3	71969002484060128342 The Secretary of Housing and Urban Development 451 Seventh St. SW Washington, DC 20410	
4	71969002484060128373 State of Oregon, Department of Human Services and Oregon Health Authority Estate Administration Unit PO Box 14021 Salem, OR 97309	
5	71969002484060128397 Kevin Spence, Personal Representative Northwest Probate, LLC 8865 SW CENTER STREET Tigard, OR 97223	
6	71969002484060128410 William Kyle Silvester 16933 COUNTY ROAD 15 #1515 Tyler, TX 75703	

146704 / HOWELL  
ASAP# 4699978

TMLF

## **AFFIDAVIT OF POSTING**

STATE OF OREGON  
County of Klamath

ss.

I, Robert Bolenbaugh, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the Trustee's Notice of Sale upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**3414 Hillyard Avenue  
Klamath Falls, OR 97603**

As follows:

On 07/23/2019 at 10:17 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).

On 07/26/2019 at 12:33 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

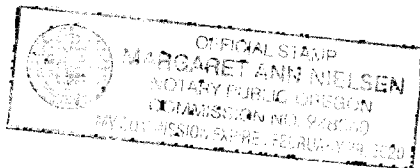
On 07/29/2019 at 3:29 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME  
this 6th day of August, 2019  
by Robert Bolenbaugh.

Margaret A. Nielsen  
Notary Public for Oregon

X [Signature]  
Robert Bolenbaugh  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*345670\*

146704 / HOWELL  
ASAP# 4699978

TMLF

## **AFFIDAVIT OF MAILING**

STATE OF OREGON  
County of Klamath

ss.

I, Robert Bolenbaugh, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On July 31, 2019, I mailed a copy of the Trustee's Notice of Sale, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

**OCCUPANT**  
**3414 Hillyard Avenue**  
**Klamath Falls, OR 97603**

This mailing completes service upon an occupant at the above address with an effective date of **07/23/2019** as calculated pursuant to ORS 86.774 (1)(c).

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

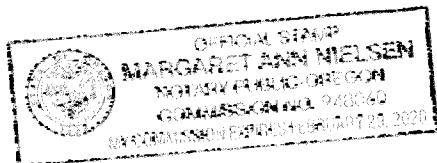
SUBSCRIBED AND SWORN BEFORE ME  
this 1st day of August, 2019  
by Robert Bolenbaugh.

Margaret A. Nielsen  
Notary Public for Oregon

X [Signature]  
Robert Bolenbaugh  
Nationwide Process Service, Inc.  
300 Century Tower  
1201 SW 12th Avenue  
Portland, OR 97205  
(503) 241-0636



\*345678\*

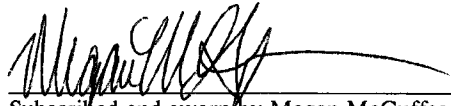


**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

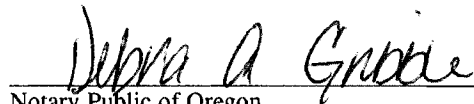
I, Megan McGuffee, Legal Specialist, being duly sworn,  
depose and say that I am the principle clerk of the  
publisher of the Herald and News, a newspaper in  
general circulation, as defined by Chapter 193 ORS,  
printed and published at 2701 Foothills Blvd,  
Klamath Falls, OR 97603 in the aforesaid county and  
state; that I know from my personal knowledge that the  
Legal#19097 SALE  
ASAP# FNMA4699978  
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:  
07/26/2019 08/02/2019 08/09/2019 08/16/2019

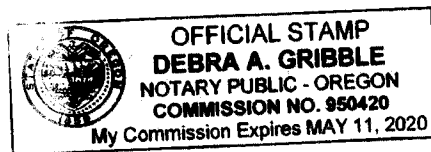
Total Cost: \$2880.44



Subscribed and sworn by Megan McGuffee before me on:  
27th day of August in the year of 2019



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



4699978  
TM/E-00

**TRUSTEE'S NOTICE OF SALE**  
**TS No.: 146704 APN:**

Reference is made to that certain deed made by Patricia Ann Howell as Grantor to Alan E. South, Attorney at Law, South Associates, as Trustee, in favor of Urban Financial Group, Inc. as Beneficiary, dated 01/30/2009, recorded 02/06/2009, in the official records of Klamath County, Oregon Instrument No. 2009-001498, covering the following described real property situated in said County and State, to wit: The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. EXCEPTING THEREFROM that portion conveyed to Klamath County by Warranty Deed recorded June 11, 2001 in Volume M01, page 33684, Microfilm Records of Klamath County, Oregon. Commonly known as: 3414 Hillyard Avenue, Klamath Falls, OR 97603

The current beneficiary is Reverse Mortgage Solutions, Inc. pursuant to assignment of deed of trust recorded 10/30/2013 as Instrument No. 2013-012211 in the records of Klamath County, Oregon has elected and instructed the Successor Trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice have been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is due to the death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9.

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: \$81,876.81; 2. Interest through 07/19/2019 in the amount of \$34,463.55; 3. MIP/PMI Advances in the amount of \$7,998.16; 4. Servicing fees in the amount of \$3,750.00; 5. Corporate Advances in the amount of: \$9,030.70 6. Together with the interest thereon at the rate 4.84 % 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 12/05/2019 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, on the front steps of the Circuit Court, 316 Main Street, in the City of, Klamath Falls, County of Klamath, 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

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 FORECLO-

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 12/05/2019. 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

**SURE 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: July 19, 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 A- FN4699978 07/26/2019, 08/02/2019, 08/09/2019, 08/16/2019 #19097 July 26, August 2, 9, 16, 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): **Patricia Howell**

T.S. No.: **146704**

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, **Patricia Howell**, who were the grantors of deed of trust to **Alan E. South, Attorney at Law, South & Associates**, as Trustee, in favor of **Urban Financial Group**, as Beneficiary, dated **01/30/2009**, recorded **02/06/2009**, in the official records of **Klamath County**, Oregon in as Instrument No. **2009-001498** 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: 1-14-2020

The Mortgage Law Firm, LLC

By: *Eric Marshack*  
Eric Marshack, OSB #050166  
Managing Attorney

State of Oregon } SS  
County of Multnomah

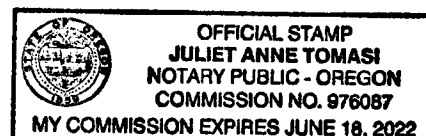
On January 14, 2020 before me, Juliet Tomasi  
personally appeared Eric Marshack who signed in his/her capacity of Managing Attorney of The Mortgage Law Firm LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged 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

*Juliet A. Tomasi*  
Notary Public

(Seal)



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

SSN: XXX-XX-2855  
Birth Date:  
Last Name: HOWELL  
First Name: PATRICIA  
Middle Name:  
Status As Of: Jan-23-2020  
Certificate ID: FBLVC6GNX98TQRS

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-2025  
Birth Date:  
Last Name: SPENCE  
First Name: KEVIN  
Middle Name:  
Status As Of: Jan-23-2020  
Certificate ID: 40K0VJPXD4FRG6W

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-0216  
Birth Date:  
Last Name: SILVESTER  
First Name: WILLIAM  
Middle Name:  
Status As Of: Jan-23-2020  
Certificate ID: SSM1CCCRMP7R2FZ

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

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.