

2020-001428

Klamath County, Oregon

02/04/2020 01:21:01 PM

Fee: \$97.00

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):

Notice of Sale

- 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 _____.

TRUSTEE'S NOTICE OF SALE

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:	<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.

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

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.

T.S. No.: **OR-19-868386-SW**

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.

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

9.30.2019

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 1st Ave South, Suite 202, Seattle, WA 98104
Toll Free: (866) 925-0241

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