

**2022-010707**

**Klamath County, Oregon**

**09/01/2022 12:50:01 PM**

**Fee: \$137.00**

**Recording Cover Sheet**

**When recorded mail to and  
Mail tax statements to:**

Law Offices of Jason C. Tatman  
5677 Oberlin Dr., Ste 210  
San Diego, CA 92121

TS# LO-32800-OR

**Title of the Transactions:**

Declaration of Mailing

**Borrower/Trustor:**

Karen E. Johnson and Jim A. Rose

**Lender/Beneficiary**

NWC Receivables Trust

**Legal:**

Lots 8 through 12, Block 30 Crescent, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, together with the one-half portion of vacated alley adjacent to said lots which inure thereto.

**Deed of Trust:** recorded 6/24/2009 #2009-008747

**APN:** R-2409-030DB-09200-000

**Property Address:**

212 Stevens St., Crescent, OR 97733

DECLARATION OF MAILING



Reference No: LO-32800-OR  
Mailing Number: 0006869-01  
Type of Mailing: ORNTS

STATE OF CALIFORNIA }  
 } SS  
COUNTY OF SAN DIEGO }

I, Charlene Broussard, 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. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

At the request of Nationwide Reconveyance, LLC on 8/19/2022, I deposited in the United States mail a copy of the attached document(s), 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
- ☐ First Class with Certificate of Mailing
- ☒ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☐ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):  
None

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

August 22, 2022 San Diego, California  
Date and Location

[Signature]  
Declarant

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 CALIFORNIA  
COUNTY OF SAN DIEGO

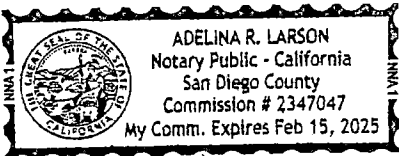
On August 22, 2022 before me, Adelina R. Larson, personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)



## TRUSTEE'S NOTICE OF SALE

Loan No: 37770100000617      T.S. No.: LO-32800-OR

Reference is made to that certain deed made by, Karen E. Johnson and Jim A. Rose as Grantor to Western Title & Escrow Company, as trustee, in favor of Wanda M. Ridenour, as Beneficiary, dated 6/17/2009, recorded 6/24/2009, in official records of Klamath County, Oregon in book/reel/volume No. XX at page No. XX, instrument No. 2009-008747, covering the following described real property situated in said County and State, to-wit:

**APN: R-2409-030DB-09200-000**

Lots 8 through 12, Block 30 Crescent, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, together with the one-half portion of vacated alley adjacent to said lots which inure thereto.

Property Commonly known as:  
212 Stevens St  
Crescent, OR 97733

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.735(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's:

Installment of Principal and Interest plus impounds and/or advances which became due on 1/24/2022 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable.

Monthly Payment \$704.95  
Monthly Late Charge \$0.00

By this reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to-wit: The sum of \$77,198.24 together with interest thereon at the rate of 6.5 % per annum from 12/24/2021 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 Darren J. Devlin, Esq., the undersigned trustee will on **12/30/2022** at the hour of **10:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, at **Inside the main lobby of the Klamath Falls County Courthouse, 316 Main Street, Klamath Falls** 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 86.753 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.

Loan No: 37770100000617

T.S. No: LO-32800-OR

### TRUSTEE'S NOTICE OF SALE

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

Without limiting the trustee's disclaimer of representation 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.

Dated: 8/12/22

Darren J. Devlin, Esq., Bar #971211  
Law Offices of Jason C. Tatman  
5677 Oberlin Drive, Ste. 210  
San Diego, CA 92121

Signature By: \_\_\_\_\_

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.

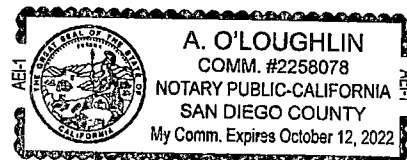
STATE OF California  
COUNTY OF San Diego

On 12 August 2022 before me, A. O'Loughlin, a notary public, personally appeared Darren J. Devlin 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature A. O'Loughlin (Seal)



Darren J. Devlin, Bar #971211  
c/o Law Offices of Jason C. Tatman, APC  
5677 Oberlin Drive, Suite 210, San Diego, CA 92121  
(844) 252-6972

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.  
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

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

This notice is about your mortgage loan on your property at:  
212 Stevens St  
Crescent, OR 97733

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

The amount you would have to pay as of 8/12/2022 to bring your mortgage loan current was \$8,254.90. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 844-252-6972 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to: Darren J. Devlin, Esq., 5677 Oberlin Drive, Suite 210, San Diego, California 92121

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

**Date and Time: 12/30/2022 at 10:00 AM**

Place: Inside the main lobby of the Klamath Falls County Courthouse, 316 Main Street, Klamath Falls

## **THIS IS WHAT YOU CAN DO TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.
2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call 800-919-3009 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at 1-888-610-8764. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit its website at [www.osbar.org/public/ris/ris.html](http://www.osbar.org/public/ris/ris.html). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.lawhelp.org/program/694/index.cfm>.

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

### **NOTICE TO VETERANS OF THE ARMED FORCES**

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. The contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

Dated: 8/12/02

  
\_\_\_\_\_  
Darren J. Devlin, Esq.  
Phone: 844-252-6972

## **NOTICE TO RESIDENTIAL TENANTS**

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 12/30/2022. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

### **PROTECTION FROM EVICTION**

**IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:**

**· THE REMAINDER OF YOUR FIXED TERM LEASE, IF YOU HAVE A FIXED TERM LEASE; OR**

**· AT LEAST 90 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE.**

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 90 days, even though you have a fixed term lease with more than 90 days left.

You must be provided with at least 90 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

**· Is the result of an arm's-length transaction;**  
**· Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy;**  
**and**

**· Was entered into prior to the date of the foreclosure sale.**

### **ABOUT YOUR TENANCY**

#### **BETWEEN NOW AND THE FORECLOSURE SALE:**

##### **RENT**

**YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.**

##### **SECURITY DEPOSIT**

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

### **ABOUT YOUR TENANCY**

#### **AFTER THE FORECLOSURE SALE**

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 90 days or at the end of

your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 90 days or before your fixed term lease expires. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

**IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

Trustee: Darren J. Devlin, Esq.

5677 Oberlin Drive, Suite 210, San Diego, CA 92121 (844)252-6972

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636

<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>

Portland (503)473-8329

Coos Bay (800)303-3638

Ontario (888)250-9877

Salem (503)485-0696

Grants Pass (541)476-1058

Woodburn (800)973-9003

Hillsboro (877)726-4381



**your fixed term lease. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:**

- **You do not owe rent;**
- **The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and**
- **You must move out by the date the new owner specifies in a notice to you.**

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<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

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Hillsboro (877)726-4381

Exhibit A to Declaration of Mailing

Postal Class: First Class  
Mail Date: 08/19/2022  
Type of Mailing: ORNTS  
Attachment: 0006869-01 000 20220819 Nationwi000391

Sender: Nationwide Reconveyance, LLC  
5677 Oberlin Drive, Suite 210  
San Diego CA 92121

2	(11)9690024834873466 Karen E. Johnson 212 Stevens St Crescent, OR 97733
4	(11)9690024834873497 Jim A. Rose 212 Stevens St Crescent, OR 97733
6	(11)9690024834873527 Occupants/Tenants 212 Stevens St Crescent, OR 97733
8	(11)9690024834873541 Karen E. Johnson PO Box 271 Crescent, OR 97733-0271
10	(11)9690024834873572 Jim A. Rose PO Box 271 Crescent, OR 97733-0271

Exhibit A to Declaration of Mailing

Postal Class: Certified - Ret  
Mail Date: 08/19/2022  
Type of Mailing: ORNTS  
Attachment: 0006869-01 000 20220819 Nationwi000391

Sender: Nationwide Reconveyance, LLC  
5677 Oberlin Drive, Suite 210  
San Diego CA 92121

- 1 71969002484071311542  
Karen E. Johnson  
212 Stevens St  
Crescent, OR 97733
- 3 71969002484071311573  
Jim A. Rose  
212 Stevens St  
Crescent, OR 97733
- 5 71969002484071311610  
Occupants/Tenants  
212 Stevens St  
Crescent, OR 97733
- 7 71969002484071311641  
Karen E. Johnson  
PO Box 271  
Crescent, OR 97733-0271
- 9 71969002484071311665  
Jim A. Rose  
PO Box 271  
Crescent, OR 97733-0271

Exhibit A to Declaration of Mailing

Postal Class: Certified - Ret  
Mail Date: 08/19/2022  
Type of Mailing: ORNTS  
Attachment: 0006869-01 000 20220819 Nationwi000391

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