

2022-010761

Klamath County, Oregon

09/02/2022 02:19:01 PM

Fee: \$247.00

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq.
c/o Trustee Corps
606 W. Gowe Street
Kent, WA 98032-5744

S No. OR05000057-19-1

APN 516043

TO No. 190860625-OR-MSI

AFFIDAVIT OF MAILING

GRANTEE: LoanCare, LLC
GRANTOR: LINDA KILGORE AND WESLEY KILGORE
AN ESTATE IN FEE SIMPLE AS TENANTS
IN COMMON
CURRENT TRUSTEE: Nathan F. Smith, Esq., OSB #120112

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY OF ORE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as designated nominee for AEGIS MORTGAGE CORPORATION DBA NEW AMERICAN FINANCIAL, Beneficiary of the security instrument, its successors and assigns, dated as of August 22, 2002 and recorded on August 27, 2002 in Book M02, on Page 48584 and the beneficial interest was assigned to LoanCare, LLC and recorded January 30, 2020 as Instrument Number 2020-001183 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: 516043

LOT 12 BLOCK 8 PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

Commonly known as: 1751 ETNA STREET, KLAMATH FALLS, OR 97603

Both the Beneficiary, LoanCare, LLC, and the Trustee, Nathan F. Smith, Esq., OSB #120112, 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 failure to pay: Failed to pay payments which became due

Total Monthly Payment(s):

Total Monthly Payment(s) from 01/01/2020 to 05/31/2022 at \$19,235.62

Total Late Charge(s):

Total Late Charge(s) at \$38.32

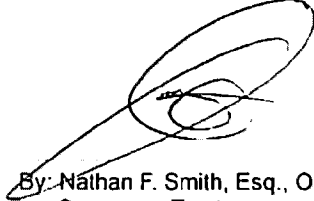
By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of \$98,407.41 together with interest thereon at the rate of 4.12500% per annum from December 1, 2019 until paid; plus all accrued late charges thereon; and all Trustee's fees, foreclosure costs and any sums advanced by the Beneficiary pursuant to the terms of said Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **September 22, 2022** at the hour of **01:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601** County of Klamath, 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 or 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.

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.

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" includes their respective successors in interest, if any.

Dated: 5/18/22



By: Nathan F. Smith, Esq., OSB #120112
Successor Trustee

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.

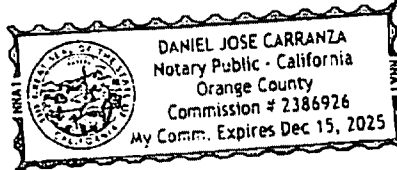
STATE OF CALIFORNIA
COUNTY OF ORANGE

On May 18, 2022 before me, DANIEL JOSE CARRANZA, Notary Public, personally appeared NATHAN F. SMITH, ESQ., 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 executed the same in his authorized capacity, and that by his 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature



STATE OF OREGON
COUNTY OF MULTNOMAH

This record was acknowledged before me on _____, by NATHAN F. SMITH, ESQ. as Trustee under the Deed of Trust described herein.

Signature Notary Public – State of Oregon

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

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:
1751 ETNA STREET, KLAMATH FALLS, Oregon 97603.

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

The amount you would have had to pay as of May 31, 2022 to bring your mortgage loan current was \$23,003.83. 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 949-252-8300 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:

Nathan F. Smith, Esq.
c/o Trustee Corps
17100 Gillette Ave.
Irvine, CA 92614

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

Date and time: September 22, 2022, at 01:00 PM

Place: Front Steps, Klamath County Circuit Court, 316 Main Street,
Klamath Falls, OR 97601, County of Klamath.

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 LoanCare, LLC at (800) 909-9525 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 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you can visit its website at <http://www.osbar.org>. Legal assistance may be available to you if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

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

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: 5/18/22


By: Nathan F. Smith, Esq., OSB #120112
Successor Trustee

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **September 22, 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:

- 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 Law Center
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
<http://www.oregonlawcenter.org/>

Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <http://www.osbar.org>

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

2022-006381
Klamath County, Oregon

05/19/2022 02:04:01 PM

Fee: \$102.00

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
**LINDA KILGORE AND WESLEY KILGORE
AN ESTATE IN FEE SIMPLE AS TENANTS
IN COMMON, Grantor**

To:
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB
#120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No. OR05000057-19-1

APN 516043

TO No 190860625-OR-MS1

Reference is made to that certain Trust Deed made by LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF ORE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AEGIS MORTGAGE CORPORATION DBA NEW AMERICAN FINANCIAL, Beneficiary of the security instrument, its successors and assigns, dated as of August 22, 2002 and recorded August 27, 2002 in the records of Klamath County, Oregon in Book M02, on Page 48584 and the beneficial interest was assigned to LoanCare, LLC and recorded January 30, 2020 as Instrument Number 2020-001183 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: 516043

LOT 12 BLOCK 8 PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, LoanCare, LLC, 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 CRS 86.735(4).

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 sums:

The total monthly payment(s) in the amount of **\$19,235.62** beginning **January 1, 2020**, as follows:

\$19,235.62 = Total monthly payment(s) at **\$19,235.62**

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$116,974.89**, said sums being the following:

1. Principal balance of **\$98,407.41** and accruing interest as of **May 31, 2022**, per annum, from **December 1, 2019** until paid.
2. **\$9,055.27** in interest
3. **\$214.00** in Total Fees Amount
4. **\$19.16** in late charges
5. **\$5,549.16** in escrow balance
6. **\$3,723.65** in corporate advances
7. **\$-248.76** in suspense balance
8. **\$255.00** in foreclosure fees and costs

9. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

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: **Failed to pay payments which became due**

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

The Sale will be held at the hour of 01:00 PM, in accord with the standard of time established by ORS 187.110, on **September 22, 2022** at the following place: **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**

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:

LINDA KILGORE
1751 ETNA STREET, KLAMATH FALLS, OR 97603

WESLEY KILGORE
1751 ETNA STREET, KLAMATH FALLS, OR 97603

OCCUPANT
1751 ETNA STREET, KLAMATH FALLS, OR 97603

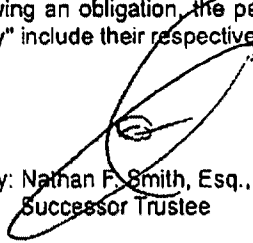
SHAPIRO & SUTHERLAND, LLC
1499 SE TECH CENTER PLACE, SUITE 255, VANCOUVER, WA 98683

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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.

In construing this notice, the singular gender includes the plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: 5/18/22

By:  Nathan F. Smith, Esq., OSB #120112
Successor Trustee

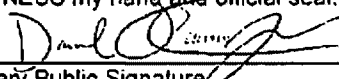
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

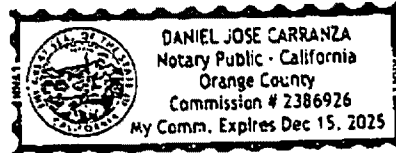
STATE OF CALIFORNIA
COUNTY OF ORANGE

On May 18, 2022 before me, DANIEL JOSE CARRANZA, Notary Public, personally appeared NATHAN F. SMITH, ESQ., 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 executed the same in his authorized capacity, and that by his 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEF CORPS
17100 Gillette Ave. Irvine, CA 92614
949-252-8300

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.



CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM

AFTER RECORDING RETURN TO:
Betsy Chavarria
For Malcolm & Cisneros, For LoanCare
2112 Business Center Drive
Irvine, CA 92612

5/3/2022

Table with 2 columns: Field Name and Value. Fields include Grantor (LINDA KILGORE AND WESLEY KILGORE), Beneficiary (LoanCare, LLC), Property Address (1751 ETNA ST, KLAMATH FALLS, OR 97603), Instrument / Recording No. / Date / County (Instrument Number: Book M02, Page 48584, Recording Number: Book M02, Page 48584, Loan Number: [REDACTED], 8/27/2002, Klamath), and Case Number (BI-220209-6035).

1. The Service Provider hereby certifies that:

- [X] The beneficiary and/or its agent complied with the requirements of ORS 86.726, 86.729 and 86.732; or
[] The grantor did not pay the required fee by the deadline.

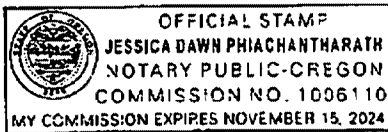
2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 3rd day of May, 2022.

[Signature]
Annette Phelps
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on May 3, 2022, by Annette Phelps [Print Name] as Compliance Officer of Mediation Case Manager.



[Signature: J. Phiachantharath]
Notary Public - State of Oregon
My Commission Expires: 11/15/2024

Exhibit A to Declaration of Mailing

| | | |
|------------------|--------------------------------------|-----------------------|
| Postal Class: | First Class | Sender: Trustee Corps |
| Mail Date: | 05/20/2022 | 17100 Gillette Ave. |
| Type of Mailing: | OR | Irvine CA 92064 |
| Attachment: | 0199299-01 000 707308 Trustee_000418 | |

- 1 (11)9690024829836506
LINDA KILGORE
1751 ETNA STREET
KLAMATH FALLS, OR 97603
- 2 (11)9690024829836650
LINDA KILGORE
PO BOX 5145
KLAMATH FALLS, OR 97601
- 3 (11)9690024829836742
LINDA KILGORE
3814 Clinton Ave
KLAMATH FALLS, OR 97603
- 4 (11)9690024829836858
WESLEY KILGORE
1751 ETNA STREET
KLAMATH FALLS, OR 97603
- 5 (11)9690024829836957
WESLEY KILGORE
PO BOX 5145
KLAMATH FALLS, OR 97601
- 6 (11)9690024829837077
WESLEY KILGORE
3814 Clinton Ave
KLAMATH FALLS, OR 97603
- 7 (11)9690024829837213
OCCUPANT
1751 ETNA STREET
KLAMATH FALLS, OR 97603
- 8 (11)9690024829837312
SHAPIRO & SUTHERLAND, LLC
1499 SE TECH CENTER PLACE, SUITE 255
VANCOUVER, WA 98683

Exhibit A to Declaration of Mailing

| | | |
|------------------|--------------------------------------|-----------------------|
| Postal Class: | Electronic - Ret | Sender: Trustee Corps |
| Mail Date: | 05/20/2022 | 17100 Gillette Ave. |
| Type of Mailing: | OR | Irvine CA 92064 |
| Attachment: | 0199299-01 000 707308 Trustee_000418 | |

- 1 71969002484069853184
LINDA KILGORE
1751 ETNA STREET
KLAMATH FALLS, OR 97603
- 2 71969002484069853269
LINDA KILGORE
PO BOX 5145
KLAMATH FALLS, OR 97601
- 3 71969002484069853344
LINDA KILGORE
3814 Clinton Ave
KLAMATH FALLS, OR 97603
- 4 71969002484069853429
WESLEY KILGORE
1751 ETNA STREET
KLAMATH FALLS, OR 97603
- 5 71969002484069853481
WESLEY KILGORE
PO BOX 5145
KLAMATH FALLS, OR 97601
- 6 71969002484069853559
WESLEY KILGORE
3814 Clinton Ave
KLAMATH FALLS, OR 97603
- 7 71969002484069853634
OCCUPANT
1751 ETNA STREET
KLAMATH FALLS, OR 97603
- 8 71969002484069853726
SHAPIRO & SUTHERLAND, LLC
1499 SE TECH CENTER PLACE, SUITE 255
VANCOUVER, WA 98683

2022-006381

Klamath County, Oregon

05/19/2022 02:04:01 PM

Fee: \$102.00

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
LINDA KILGORE AND WESLEY KILGORE
AN ESTATE IN FEE SIMPLE AS TENANTS
IN COMMON, Grantor
To:
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB
#120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No. OR05000057-19-1

APN 516043

TO No 190860625-OR-MSI

Reference is made to that certain Trust Deed made by LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF ORE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AEGIS MORTGAGE CORPORATION DBA NEW AMERICAN FINANCIAL, Beneficiary of the security instrument, its successors and assigns, dated as of August 22, 2002 and recorded August 27, 2002 in the records of Klamath County, Oregon in Book M02, on Page 48584 and the beneficial interest was assigned to LoanCare, LLC and recorded January 30, 2020 as Instrument Number 2020-001183 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: 516043

LOT 12 BLOCK 8 PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, LoanCare, LLC, 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 86.735(4).

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 sums:

The total monthly payment(s) in the amount of \$19,235.62 beginning January 1, 2020, as follows:

\$19,235.62 = Total monthly payment(s) at \$19,235.62

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling \$116,974.89, said sums being the following:

1. Principal balance of \$98,407.41 and accruing interest as of May 31, 2022, per annum, from December 1, 2019 until paid.
2. \$9,055.27 in interest
3. \$214.00 in Total Fees Amount
4. \$19.16 in late charges
5. \$5,549.16 in escrow balance
6. \$3,723.65 in corporate advances
7. \$-248.76 in suspense balance
8. \$255.00 in foreclosure fees and costs

9. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

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: **Failed to pay payments which became due**

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

The Sale will be held at the hour of 01:00 PM, in accord with the standard of time established by ORS 187.110, on September 22, 2022 at the following place: **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**

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:

LINDA KILGORE
1751 ETNA STREET, KLAMATH FALLS, OR 97603

WESLEY KILGORE
1751 ETNA STREET, KLAMATH FALLS, OR 97603

OCCUPANT
1751 ETNA STREET, KLAMATH FALLS, OR 97603

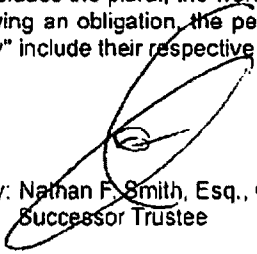
SHAPIRO & SUTHERLAND, LLC
1499 SE TECH CENTER PLACE, SUITE 255, VANCOUVER, WA 98683

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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.

In construing this notice, the singular gender includes the plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: 5/18/22

By:  Nathan F. Smith, Esq., OSB #120112
Successor Trustee


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.

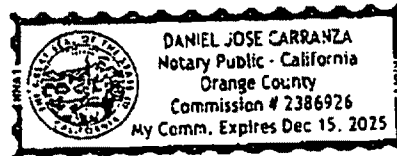
STATE OF CALIFORNIA
COUNTY OF ORANGE

On May 18, 2022 before me, DANIEL JOSE CARRANZA, Notary Public, personally appeared NATHAN F. SMITH, ESQ., 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 executed the same in his authorized capacity, and that by his 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEF CORPS
17100 Gillette Ave. Irvine, CA 92614
949-252-8300

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.



CERTIFICATE OF COMPLIANCE
STATE OF OREGON
FORECLOSURE AVOIDANCE PROGRAM

AFTER RECORDING RETURN TO:
Betsy Chavarria
For Malcolm & Cisneros, For LoanCare
2112 Business Center Drive
Irvine, CA 92612

5/3/2022

| | |
|---|--|
| Grantor: | LINDA KILGORE AND WESLEY KILGORE |
| Beneficiary: | LoanCare, LLC |
| Property Address: | 1751 ETNA ST KLAMATH FALLS, OR 97603 |
| Instrument / Recording No. Date / County | Instrument Number: Book M02, Page 48584. Recording Number: Book M02, Page 48584. Loan Number: 0039110093 8/27/2002 Klamath |
| Case Number | B1-220209-6035 |

1. The Service Provider hereby certifies that:



The beneficiary and/or its agent complied with the requirements of ORS 86.726, 86.729 and 86.732; or



The grantor did not pay the required fee by the deadline.

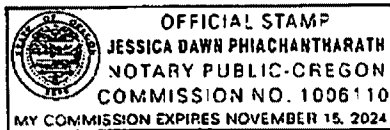
2. On this date, I mailed the original certificate to the beneficiary and provided a copy to the grantor and the Attorney General electronically or by mail.

DATED this 3rd day of May, 2022

Annette Phelps
Compliance Officer, Oregon Foreclosure Avoidance Program

STATE OF OREGON)
) ss.
County of Multnomah)

The foregoing instrument was acknowledged before me on May 3, 2022, by Annette Phelps
as Compliance Officer of Mediation Case Manager. [Print Name]



Notary Public - State of Oregon
My Commission Expires: 11/15/2024

**NOTICE OF DEFAULT
AND ELECTION TO SELL**

RE: Trust Deed from:
LINDA KILGORE AND WESLEY KILGORE
AN ESTATE IN FEE SIMPLE AS TENANTS
IN COMMON, Grantor

To:
Nathan F. Smith, Esq., OSB #120112

After recording return to:

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB
#120112
c/o TRUSTEE CORPS
17100 Gillette Ave
Irvine, CA 92614

TS No. OR05000057-19-1

APN 516043

TO No 190860625-OR-MSI

Reference is made to that certain Trust Deed made by LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON as Grantor, to FIRST AMERICAN TITLE INSURANCE COMPANY OF ORE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AEGIS MORTGAGE CORPORATION DBA NEW AMERICAN FINANCIAL, Beneficiary of the security instrument, its successors and assigns, dated as of August 22, 2002 and recorded August 27, 2002 in the records of Klamath County, Oregon in Book M02, on Page 48584 and the beneficial interest was assigned to LoanCare, LLC and recorded January 30, 2020 as Instrument Number 2020-001183 covering the following described real property situated in the above-mentioned county and state, to wit:

APN: **516043**

LOT 12 BLOCK 8 PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

The undersigned hereby certifies that no assignments of the Trust Deed by the Trustee, Nathan F. Smith, Esq., OSB #120112, or by the Beneficiary, LoanCare, LLC, 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 86.735(4).

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 sums:

The total monthly payment(s) in the amount of **\$19,235.62** beginning **January 1, 2020**, as follows:

\$19,235.62 = Total monthly payment(s) at \$19,235.62

By reason of said default, the Beneficiary has declared all sums owing on the obligation secured by said Trust Deed immediately due and payable totaling **\$116,974.89**, said sums being the following:

1. Principal balance of **\$98,407.41** and accruing interest as of **May 31, 2022**, per annum, from **December 1, 2019** until paid.
2. **\$9,055.27** in interest
3. **\$214.00** in Total Fees Amount
4. **\$19.16** in late charges
5. **\$5,549.16** in escrow balance
6. **\$3,723.65** in corporate advances
7. **-\$248.76** in suspense balance
8. **\$255.00** in foreclosure fees and costs

9. Together with title expenses, costs, Trustees fees and attorney fees incurred here in by reason of said default and any further sums advanced by the Beneficiary for the protection of the above described real property and its interest there in.

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: **Failed to pay payments which became due**

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

The Sale will be held at the hour of **01:00 PM**, in accord with the standard of time established by ORS 187.110, on **September 22, 2022** at the following place: **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**

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:

LINDA KILGORE
1751 ETNA STREET, KLAMATH FALLS, OR 97603

WESLEY KILGORE
1751 ETNA STREET, KLAMATH FALLS, OR 97603

OCCUPANT
1751 ETNA STREET, KLAMATH FALLS, OR 97603

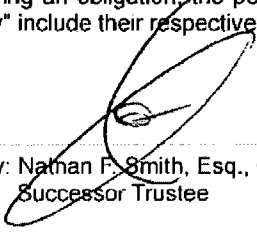
SHAPIRO & SUTHERLAND, LLC
1499 SE TECH CENTER PLACE, SUITE 255, VANCOUVER, WA 98683

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the Beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred), together with costs, Trustee's and attorney's fees, by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, at any time prior to five days before the date last set for sale.

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.

In construing this notice, the singular gender includes the plural, the word "Grantor" includes any successor in interest to the Grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "Trustee" and "Beneficiary" include their respective successors in interest, if any.

Dated: 5/18/22

By: 
Nathan F. Smith, Esq., OSB #120112
Successor Trustee

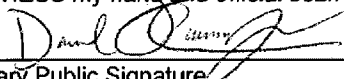
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF ORANGE

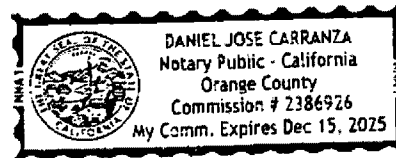
On May 18, 2022 before me, DANIEL JOSE CARRANZA, Notary Public, personally appeared NATHAN F. SMITH, ESQ., who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public Signature



Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEF CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

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.

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain Trust Deed made by, LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY OF ORE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as designated nominee for AEGIS MORTGAGE CORPORATION DBA NEW AMERICAN FINANCIAL, Beneficiary of the security instrument, its successors and assigns, dated as of August 22, 2002 and recorded on August 27, 2002 in Book M02, on Page 48584 and the beneficial interest was assigned to LoanCare, LLC and recorded January 30, 2020 as Instrument Number 2020-001183 of official records in the Office of the Recorder of Klamath County, Oregon to-wit:

APN: **516043**

LOT 12 BLOCK 8 PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

Commonly known as: **1751 ETNA STREET, KLAMATH FALLS, OR 97603**

Both the Beneficiary, **LoanCare, LLC**, and the Trustee, **Nathan F. Smith, Esq., OSB #120112**, 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 failure to pay: **Failed to pay payments which became due**

Total Monthly Payment(s):

Total Monthly Payment(s) from 01/01/2020 to 05/31/2022 at **\$19,235.62**

Total Late Charge(s):

Total Late Charge(s) at **\$38.32**

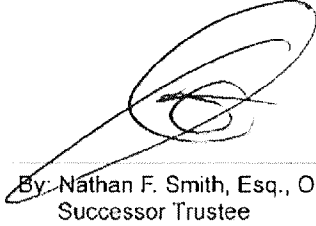
By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of **\$98,407.41** together with interest thereon at the rate of **4.12500%** per annum from **December 1, 2019** until paid; 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 Trust Deed.

Wherefore, notice is hereby given that, the undersigned Trustee will on **September 22, 2022** at the hour of **01:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601** County of Klamath, 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 or 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.

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.

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" includes their respective successors in interest, if any.

Dated: 5/18/22


By: Nathan F. Smith, Esq., OSB #120112
Successor Trustee


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.

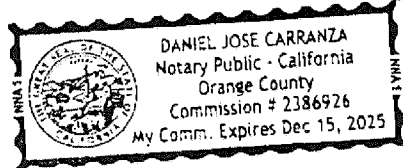
STATE OF CALIFORNIA
COUNTY OF ORANGE

On May 18, 2022 before me, DANIEL JOSE CARRANZA, Notary Public, personally appeared NATHAN F. SMITH, ESQ., 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 executed the same in his authorized capacity, and that by his 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 CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Notary Public Signature



STATE OF OREGON
COUNTY OF MULTNOMAH

This record was acknowledged before me on _____, by NATHAN F. SMITH, ESQ. as Trustee under the Deed of Trust described herein.

Signature Notary Public – State of Oregon

Malcolm & Cisneros, A Law Corporation
Attention: Nathan F. Smith, Esq., OSB #120112
c/o TRUSTEE CORPS
17100 Gillette Ave, Irvine, CA 92614
949-252-8300

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:
1751 ETNA STREET, KLAMATH FALLS, Oregon 97603.

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

The amount you would have had to pay as of May 31, 2022 to bring your mortgage loan current was \$23,003.83. 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 949-252-8300 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:

Nathan F. Smith, Esq.
c/o Trustee Corps
17100 Gillette Ave.
Irvine, CA 92614

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

Date and time: September 22, 2022, at 01:00 PM
Place: Front Steps, Klamath County Circuit Court, 316 Main Street,
Klamath Falls, OR 97601, County of Klamath.

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 LoanCare, LLC at (800) 909-9525 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 800-SAFENET (800-723-3638). You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you can visit its website at <http://www.osbar.org>. Legal assistance may be available to you if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

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

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: 5/18/22


By: Nathan F. Smith, Esq., OSB #120112
Successor Trustee

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **September 22, 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:

- 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 Law Center
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
<http://www.oregonlawcenter.org/>**

Oregon State Bar's Lawyer Referral Service at 503-684-3763 or toll-free in Oregon at 800-452-7636 or you may visit the website at: <http://www.osbar.org>

Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://oregonlawhelp.org>

For the name and telephone number of an organization near you, please call the statewide telephone contact number at 800-SAFENET (800-723-3638)

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq.
c/o Trustee Corps
606 W. Gowe Street
Kent, WA 98032-5744

TS No. OR05000057-19-1

APN 516043

TO No. 190860625-OR-MSI

AFFIDAVIT OF COMPLIANCE

AFFIDAVIT OF COMPLIANCE
With ORS 86.748 (Oregon Laws 2013, Chapter 304, Section 9)

| | |
|-------------------------------------|--|
| Grantor(s): | LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON |
| Beneficiary: | LoanCare, LLC |
| Trustee: | Nathan F. Smith, Esq., OSB #120112 |
| Property Address: | 1751 ETNA STREET, KLAMATH FALLS, OR 97603 |
| Instrument Recording Number: | Book M02, Page 48584 |

I, the undersigned, being duly sworn, hereby depose and say that:

- I am the ASSISTANT SECRETARY of LoanCare, LLC, who is the Beneficiary of the above-referenced instrument.
- The Beneficiary has determined that the Grantor(s) of the above-referenced instrument:
 Is not eligible for a foreclosure avoidance measure: or
 Has not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) agreed: or
 Has not requested a foreclosure avoidance measure
 The Beneficiary/Serviceer mailed written notice, in plain language, explaining the basis for the Beneficiary's determination to the Grantor(s) within 10 days after making the determination as required by ORS 86.748.
- By reason of the above, the Beneficiary has complied with the requirements of ORS 86.748.

LoanCare, LLC

8-30-2022

Jacqueline VanDerMiller
Signature **ASSISTANT SECRETARY**

Print Name Jacqueline VanDerMiller

County/City of VIRGINIA BEACH
State of VIRGINIA

Subscribed and sworn to (or affirmed) before me this 30 day of AUG
2022, by Jacqueline VanDerMiller of LoanCare, LLC

Linda Ann Brown
Notary Signature
My commission expires: 3-31-23



Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq.
c/o Trustee Corps
606 W. Gowe Street
Kent, WA 98032-5744

TS No. OR05000057-19-1

APN 516043

TO No. 190860625-OR-MSI

AFFIDAVIT OF PUBLICATION

Affidavit of Publication

**STATE OF OREGON,
COUNTY OF KLAMATH**

I, Susan Belden, RAM,
being first duly sworn, depose and say
that I am the interim clerk of the
publisher of the Herald and News
a newspaper in general circulation, as
defined by Chapter 193 ORS, printed and
published at Klamath Falls in the
aforesaid county and state: that I know from my
Personal knowledge that the Legal

#20532 - TS No. OR5000057-19-1-1751

Etna

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

(4)

Four

Insertion(s) in the following issues:

05/27/22

06/03/22

06/10/22

06/17/22

Total Cost:

\$1,212.59

Susan Belden

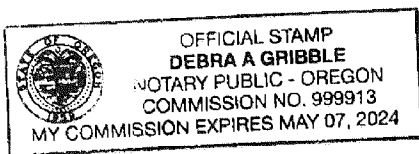
Subscribed and sworn by Susan Belden

before me on: June 27, 2022

Debra A. Gribble

Notary Public of Oregon

My commission expires May 7, 2024



TRUSTEE'S NOTICE OF SALE

TS No. OR05000057-19-1 APN 516043 TO No 190860625-OR-MSI TRUSTEE'S NOTICE OF SALE Reference is made to that certain Trust Deed made by LINDA KILGORE AND WESLEY KILGORE AN ESTATE IN FEE SIMPLE AS TENANTS IN COMMON as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY OF ORE as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as designated nominee for AEGIS MORTGAGE CORPORATION DBA NEW AMERICAN FINANCIAL, Beneficiary of the security instrument, its successors and assigns, dated as of August 22, 2002 and recorded on August 27, 2002 in Book M02, on Page 48584 of official records in the Recorder of Klamath County, Oregon to-wit: APN: 516043 LOT 12 BLOCK 8 PLEASANT VIEW TRACTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON Commonly known as: 1751 ETNA STREET, KLAMATH FALLS, OR 97603 Both the Beneficiary, LoanCare, LLC, and the Trustee, Nathan F. Smith, Esq., OSB #120112, 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 failure to pay: Failed to pay payments which became due Monthly Payment(s): 1 Monthly Payment(s) from 01/01/2019 to 05/31/2022 at \$19,235.62 Monthly Late Charge(s): By this reason of said default the Beneficiary has declared all obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit: The sum of \$98,407.41 together with interest thereon at the rate of 4.12500% per annum from December 1, 2019 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 Trust Deed. Wherefore, notice is hereby given that, the undersigned Trustee will on September 22, 2022 at the hour of 01:00 PM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601 County of Klamath, 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 or 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. 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. 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" includes their respective successors in interest, if any. Dated: 5/18/2022 By: Nathan F. Smith, Esq., OSB #120112 Successor Trustee Malcolm & Cisneros, A Law Corporation Attention: Nathan F. Smith, Esq., OSB #120112 c/o TRUSTEE CORPS 17100 Gillette Ave. Irvine, CA 92614 949-252-6300 Order Number 82586, Pub Dates: 5/27/2022, 6/3/2022, 6/10/2022, 6/17/2022, HERALD & NEWS #20532 May 27, June 3, 10, 17, 2022

Recording Requested By:

When Recorded Mail to:

Nathan F. Smith, Esq.
c/o Trustee Corps
606 W. Gowe Street
Kent, WA 98032-5744

TS No. OR05000057-19-1

APN 516043

TO No. 190860625-OR-MSI

AFFIDAVIT OF SERVICE

AFFIDAVIT OF SERVICE

STATE OF OREGON
County of Klamath ss.

I, Kirk Loveness, 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; Notice: You are in Danger of Losing Your Property if You Do Not Take Immediate Action; Notice to Residential Tenant; Notice of Default and Election to Sell; State of Oregon Foreclosure Avoidance Program Certificate of Compliance upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "**Property Address**":

**1751 Etna Street
Klamath Falls, OR 97603**

By delivering such copy, personally and in person, to "**John Doe**", at the above Property Address on May 24, 2022 at 12:25 PM.

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

SUBSCRIBED AND SWORN BEFORE ME
this 3rd day of June, 2022
by Kirk Loveness.

Margaret A. Nielsen
Notary Public for Oregon

X *Kirk Loveness*
Kirk Loveness
Nationwide Process Service, Inc.
300 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



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