

AFTER RECORDING RETURN TO:

The Mortgage Law Firm, LLC
650 NE Holladay
Suite 1600
Portland, OR 97232

TS No. **161843**

APN No. **478771**

NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by **Michael Carlucci**, as grantors, **Amerititle, Inc.**, as trustee, in favor of **BCK Capital Inc.**, as beneficiary, dated **12/06/2018** recorded on **12/06/2018**, Inst No. **2018-014658** in the records of **Klamath County, Oregon**, covering the following described real property situated in said County and State, to wit:

See:

The Southerly 61 feet of Lots 30, 31 and 32 in Block 7 of INDUSTRIAL ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

COMMONLY KNOWN AS: 617 Adams St, Klamath Falls, OR, 97601

The current beneficiary is **FLAGSTAR BANK, FSB** pursuant to assignment of deed of trust recorded on **12/10/2021** as Inst No. **2021-018375**. The Mortgage Law Firm, LLC, Successor Trustee, whose address is 650 NE Holladay Suite 1600 Portland, OR 97232 hereby certifies that based upon business records there are no known assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor-trustee have been made except as recorded in the mortgage records of the county or counties in which the above described real property is situated. Further, that no action, suit or proceeding has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action or proceeding has been instituted, such action or proceeding has been dismissed except an action to appoint a receiver pursuant to ORS 86.010, or the foreclosure of another trust deed, mortgage, security agreement or other consensual or nonconsensual security interest or lien securing repayment of this debt.

There is a default by the grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by said trust deed with respect to provisions therein which authorize sale in the event of default of such provision; the default for which foreclosure is made is due to the in the amount of \$24,002.72 due for 09/01/2020, subsequent payments and late charges thereafter.

By 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:

1. Principal balance of: **\$102,109.64**

2. Interest through 10/14/2022 in the amount of **\$11,695.71**
3. MIP/PMI Advances in the amount of **\$167.20**
4. Corporate Advances in the amount of: **\$4,869.07**
5. Together with the interest thereon at the rate **5.2010000%** per annum from until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Notice is hereby given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, and cause to be sold at public auction to the highest bidder for cash funds the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after execution of the trust deed to satisfy the obligations secured by said 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.

Said sale will be held **02/23/2023 at 1:00 PM**, Standard of Time as established by Section 187.110 of Oregon Revised Statutes at the following place: At the front entrance to the Klamath County Circuit Court located at 316 Main Street, Klamath Falls, OR 97601 which is the hour, date and place fixed by the trustee for said sale.

Other than as shown of record neither the said beneficiary nor the said 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 the grantor or of any lessee or other persons in possession of or occupying the property, except:

Michael A. Carlucci
617 Adams St.
Klamath Falls, OR, 97601

Occupant
617 Adams St.
Klamath Falls OR, 97601

Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.786 and ORS 86.789 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "reinstatements/Payoffs – ORS 86.786" either by personal delivery or by first class, certified mail, return receipt requested, to the trustee's address shown below. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid.

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

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 representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **02/23/2023**. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR
- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

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

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and

- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

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

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224,
Phone (503) 684-3763, Toll-free 1-800-452-8260 Website:
<http://www.oregonlawhelp.org>

The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.

NOTICE TO VETERANS

If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service.

The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(8).

Dated: 10-7-2022

The Mortgage Law Firm, LLC

E. Marshack

Eric Marshack, OSB #050166

Managing Attorney

Phone number for the Trustee: 1-877-914-3498
1 (619) 465-8200

State of Oregon } SS
County of Multnomah

On October 7, 2022 before me, Feliza Arzate J., a Notary Public in and for said state, personally appeared Eric Marshack 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 Oregon that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Feliza Arzate Jaimes
Notary Public

(This area for Official Notary Seal)

After recording, return to:

Bella Kharson
Flagstar Bank, FSB
5151 Corporate Drive
Troy, MI 48098

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	Flagstar Bank, FSB
Jurisdiction*	Michigan

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Bella Kharson (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under ORS 86.726(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the 2019 calendar year: 7 [not to exceed 30];
2. The undersigned further certifies that she/he: [check only one of the following boxes]
☐ is the individual claiming exemption from requirements established under ORS 86.705 to 86.815, or
☒ is the Assistant Vice President [insert title] of the entity claiming exemption from requirements established under ORS 86.705 to 86.815 and is authorized by such entity to execute this affidavit on its behalf.

[Signature]
(Signature)

State of Michigan)

) ss.

County of Oakland)

Signed and sworn to (or affirmed) before me this 27th day of January, 2022
by Bella Kharson

Notary Public for _____

My commission expires: March 6, 2022

MICHAEL FRANCIS BIESBROUCK
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Mar 6, 2022
ACTING IN COUNTY OF Oakland

