2023-001821

Klamath County, Oregon

03/16/2023 11:34:01 AM

Fee: \$197.00

Affidavit of Compliance with ORS 86.748(1) Trustee Sale Number: 157453

After Recording, Return To: The Mortgage Law Firm, LLC 650 NE Holladay Suite 1600 Portland, OR 97232

AFFIDAVIT OF COMPLIANCE with ORS 86.748(1)

	11200 0017 10(2)					
Grantor(s):	Richard I. Hayes Bank of New York Mellon Trust Company, N.A. as Trustee for					
Beneficiary:	Mortgage Assets Management Series I Trust					
Mortgage Servicer:	PHH Mortgage Corporation					
Trustee: The Mortgage Law Firm, LLC						
Trustee Sale Number:	157453					
Property Address: DOT Rec.	32227 Modoc Point Rd, Chiloquin, OR, 97624					
Instrument/Book/Page	2008-001743					
I, the undersigned, hereby declar	are that:					
(1) I am aContract I	Management Coordinator for PHH Mortgage Corporation., as servicer of					
the loan for Bank of l	New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets					
Management Series I T	rust, who is the Beneficiary in the above referenced trustee's sale.					
_	iciary and the Trustee as of this date are the Beneficiary and Trustee named					
(3) [x] The grantor did n any foreclosure avoida	ot request a foreclosure avoidance measure, and has not been evaluated for nce measure.					
foreclosure avoidance	ot request a foreclosure avoidance measure, but was provided with a measure notwithstanding. This measure is no longer available as the ad to the offer affirmatively					
[] The grantor appli documentation for a re- items" letter was sent to conduct the loss mitigates	ed for a foreclosure avoidance measure, but needed additional view to be conducted. In accordance with federal and state law, a "missing to the borrower on, requesting additional documentation to attion review. As of the date of this affidavit, PHH has not yet received this a in order to conduct this review.					
[] In accordate explains in plain [] The granton [] The granton	ance with ORS 86.748, PHH mailed to the grantor written notice that language that: r is not eligible for any foreclosure avoidance measure; or has not complied with the terms of foreclosure avoidance measure to r and beneficiary had agreed.					

Affidavit of Compliance with ORS 86.748(1) Trustee Sale Number: 157453	
(4) By reason of the above, the Bene requirements of ORS 86.748(1).	eficiary or Beneficiary's agent has complied with the
Date: 32733	
·	May Se
	PHH Mortgage Corporation, Servicer for Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust
	Marilyn Solivan
	Printed Name:
	Contract Management Coordinator
	Title:
this 2 day of March, 2023, by 1	me by means of [x] physical presence or [] online notarization, Marilyn Solivan as Contract Management Coordinator for PHH Mortaw York Mellon Trust Company, N.A. as Trustee for Mortgage Asmown to me or who has produced as identification.
Signature of Notary Public Name of Notary Public: Carlene Reid Notary Commission Expiration Date: Personally known: OR Produced Identification: Type of Identification Produced:	CARLENE REID Notary Public - State of Florida Commission # GG 962671 My Comm. Expires Apr 28, 2024 Bonded through National Notary Assn.

AFFIDAVIT OF MAILING

STATE OF OREGON County of Klamath

SS.

I, Kirk Loveness, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On December 21, 2022, I mailed a copy of the Trustee's Notice of Sale; Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT 32227 Modoc Point Rd Chiloquin, OR 97624

This mailing completes service upon an occupant at the above address with an effective date of 12/14/2022 as calculated pursuant to ORS 86.774 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME

this 30 day of Lelmber, 20 32

by Kirk Loveness.

Notary Public for Oregon

Kirk Loveness

Nationwide Process Service, Inc.

315 W Mill Plain Blvd., Suite 206

Vancouver, WA 98660

(503) 241-0636

OFFICIAL STAMP
NARGARET ANN NIELSEN
NOTARY PUBLIC-OREGON

COMMISSION NO. 996545 MY COMMISSION EXPIRES FEBRUARY 04, 2024

361065

AFFIDAVIT OF POSTING

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 to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

32227 Modoc Point Rd Chiloquin, OR 97624

As follows:

On 12/14/2022 at 12:45 PM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(A).

On 12/16/2022 at 1:20 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

On 12/19/2022 at 2:15 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774(1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME this May of McCember, 20,02

by Kirk Loveness.

Kirk Loveness

Nationwide Process Service, Inc.

315 W Mill Plain Blvd., Suite 206

Vancouver, WA 98660

(503) 241-0636

OFFICIAL STAMP MARGARET ANN NIELSEN NOTARY PUBLIC-OREGON

COMMISSION NO. 996545 MY COMMISSION EXPIRES FEBRUARY 04, 2024

AFFIDAVIT OF PUBLICATION STATE OF OREGON, COUNTY OF KLAMATH

I, Christine Von Tersch, Circulation Manager being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97601 in the aforesaid county and state: that I know from my personal knowledge that the Legal # 20960 TS#157453 32227 Modoc Point Rd a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

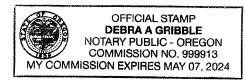
Insertion(s) in the following issues: 12/21/22, 12/28/22, 01/04/23, 01/11/23

Total Cost: \$3,303.56

Subscribed and sworn by Christine Von Tersch before me on: On 11th day of January, in the year of 2023

Notary Public of Oregon

My commission expires May 7, 2024



AD# 314678

MIF-02 4767866

TRUSTEE'S NOTICE OF SALE

APN: 246736 Reference is made to that certain deed made by Richard Hayes as Grantor to Amerititle, as Trustee, in favor of Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. as Beneficiary, dated 02/06/2008, recorded 02/11/2008, in the official records of Klamath County, Oregon as Instrument No. 2008-001743 covering the following described real property situated in said County and State, to wit: A portion laying in the SE1/4 of Section 19, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly boundary of Highway 427, the old Dalles-California Highway, 200.0 feet Southeasterly measured along the Easterly boundary of Highway 1970 feet in the Southerly line of that certain tract conveyed to the Williamson River Church in Deed Volume 61, page 128; thence Northwesterly along the Easterly boundary of said highway 200.0 feet to the South line of said church property; thence Easterly along the Southerly boundary of the church property 370.0 feet, more or less, to the Southeasterly corner thereof, (being the most Easterly corner of the church property); thence Southwesterly in a straight line 333.0 feet, more or less, to the point of beginning. Commonly known as: 32227 Modoc Point Rd, Chiloquin, OR 97624 The current beneficiary is Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust pursuant to assignment of deed of trust recorded on 02/01/2022 as Inst No. 2022-001337 in the records of Klamath, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said beneficiary is Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust pursuant to assignment of deed of trust recorded on 02/01/2022 as Inst No. 2022-001337 in the records of Klamath, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to: 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 death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9. 1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of; \$101,904.44 2. Interest through 11/18/2022 in the amount of; \$30,946.53 3. MIP/PMI Advances in the amount of: \$16,411.23 7. Together with the interest thereon at the rate 5.08 % per annum 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. The principal sum of \$101,904.44 together with the interest thereon at the rate 5.08% per annum from 03/19/2021 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 the undersigned trustee will on 04/04/2023 at the hour of 10:00 AM, Standard of Time, as established by Section 18.7110, Oregon Revised Statutes, at the front steps of the Circuit Court, 316 Main Stree performance of which is secured by said trust deed; the words "trustee" and "beneficiary include their respective successors in interest, if any, Pursuant to Orogon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescrid the sale, return the buyer's money and take further action as necessary. If the sale is et aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recoverse against the Trustor, the Trustee, the Beneficiary's sole and exclusive remedy. The purchaser shall have no further recoverse against the Trustor, the Trustee, the Beneficiary's sole and exclusive remedy. The purchaser shall have no further recoverse against the Trustor, the Trustee, the Beneficiary's adometication in the purchaser sole and exclusive remedy. The purchaser shall have no further recovers a default. This shall serve as notice that the beneficiary's shall be conducting property inspections while there is a default. This shall serve as notice that the beneficiary's shall be conducting property inspections on the referenced property, Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. NOTICE TO RESIDENTIAL TENANTS The property in which you are limited to the sale date, the foreclosure sale by the property, and the trustee's sale. NOTICE TO RESIDENTIAL TENANTS The property i Bale. ABOUT YOUR LENANCY BE INVESTING AND THE PORDERTY IS SOLD OR UNTIL ACOURT 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 over your land-ord 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 is not you in writing within 30 days after the cate 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. Otherwise: "You do not owe rent; "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 PER-SON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU SHITTEN NOTICE AND GOING TO COURT TO FORCE YOU TO LEAVE YOUR DWELLING

DECLARATION OF MAILING



Reference No: 157453 Mailing Number: 0111630-01 Type of Mailing: Letter STATE OF CALIFORNIA } 155 COUNTY OF SAN DIEGO. 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 The Mortgage Law Firm, PLC on 12/15/2022, 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. ☐ 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. December 16 2022 San Diego, California Date and Location 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** __December 16 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. ADELINA R. LARSON Notary Public - California San Diego County Signature (Seal) Commission # 2347047

iMailAffidavitNotary

Rev. 12/02/2020

Comm. Expires Feb 15, 2025

TRUSTEE'S NOTICE OF SALE

TS No.: 157453 APN: 246736

Reference is made to that certain deed made by Richard Hayes as Grantor to Amerititle, as Trustee, in favor of Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. as Beneficiary, dated 02/06/2008, recorded 02/11/2008, in the official records of Klamath County, Oregon as Instrument No. 2008-001743 covering the following described real property situated in said County and State, to wit:

A portion laying in the SE1/4 SE1/4 of Section 19, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly boundary of Highway 427, the old Dalles-California Highway, 200.0 feet Southeasterly measured along the Easterly line of said highway from its intersection with the Southerly line of that certain tract conveyed to the Williamson River Church in Deed Volume 61, page 128; thence Northwesterly along the Easterly boundary of said highway 200.0 feet to the South line of said church property; thence Easterly along the Southerly boundary of the church property 370.0 feet, more or less, to the Southeasterly corner thereof, (being the most Easterly corner of the church property); thence Southwesterly in a straight line 333.0 feet, more or less, to the point of beginning.

Commonly known as: 32227 Modoc Point Rd, Chiloquin, OR 97624

The current beneficiary is **Bank of New York Mellon Trust Company, N.A.** as **Trustee for Mortgage Assets Management Series I Trust** pursuant to assignment of deed of trust recorded on 02/01/2022 as Inst No. 2022-001337 in the records of **Klamath**, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to:

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 death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9.

- 1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$101,904.44
- 2. Interest through 11/18/2022 in the amount of: \$ 30,946.53
- 3. MIP/PMI Advances in the amount of: \$11,642.28
- 4. Recoverable balance in the amount of: \$ 0.00
- 5. Late Charges in the Amount of: \$ 0.00
- 6. Escrow Advances in the amount of: \$ 16,411.23
- 7. Together with the interest thereon at the rate 5.08 % per annum 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.

The principal sum of \$101,904.44 together with the interest thereon at the rate 5.08% per annum from 03/19/2021 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 the undersigned trustee will on 04/04/2023 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the front steps of the Circuit Court, 316 Main Street, in the city of Klamath Falls, County of Klamath OR 97601, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for the sale.

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

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 04/04/2023 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

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

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: http://www.oregonlawhelp.org

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 Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only.

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

Dated: 12/12/2022 The Mortgage Law Firm, LLC

Jason L Cotton #223275

The Mortgage Law Firm, LLC Jason L Cotton OSB #223275 650 NE Holladay Suite 1600

Portland, OR 97232

Phone number for the Trustee: 1-971-270-1233

1 (619) 465-8200

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:
Street 32227 Modoc Point Rd

City:	Chiloquin	State:	OR	ZIP:	97624
mortg	lender has decided to sell this property age loan has not been paid on time or bobligation to your lender. This is somet	ecause	you have	e failed to fi	your ulfill some
The ar	mount you would have had to pay as of	11/18	/2022	to br	ring
	nortgage loan current was \$ 167,514.1 bring your loan current may have increased				nust now
you as	w, your lender has to provide you with ask. You may call 1(866)503-5559 ust pay bring your to mortgage loan curnit you owe.	to	find out	the exact a	mount
You n	nay also get these details by sending a r	equest 1	by certifi	ed mail to:	
ϵ	The Mortgage Law Firm, LLC 650 NE Holladay St, Suite 1600 Portland, OR 97232				
Т	THIS IS WHEN AND WHERE YOU IF YOU DO NOT TA				SOLD
04/04/2	2023, 10:00 AM				

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 Reverse PHH at 1-866-503-5559 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 **1-800 SAFENET** (**1-800-723-3638**). 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 may visit its website at: 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://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.

Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 12/12/2022 The Mortgage Law Firm, LLC

Jason L Cotton, OSB #223275

Attorney

Trustee telephone number: 1-971-270-1230

Exhibit A to Declaration of Mailing

Postal Class: First Class Mail Date: 12/15/2022 Type of Mailing: Attachment: Letter

0111630-01 000 1215WEB MAX

0 1

(11)9690024841837789 Richard I. Hayes Po Box 773 Keno, OR 97627

Sender: The Mortgage Law Firm, PLC 27455 Tierra Alta Way, Ste. B Temecula CA 92590

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret Mail Date: 12/15/2022 Type of Mailing: Attachment: Letter

0111630-01 000 1215WEB MAX

0

71969002484073384889 Richard I. Hayes Po Box 773 Keno, OR 97627

Sender: The Mortgage Law Firm, PLC 27455 Tierra Alta Way, Ste. B Temecula CA 92590

DECLARATION OF MAILING



Reference No: 157453 Mailing Number: 0111631-01 Type of Mailing: Letter STATE OF CALIFORNIA } \$\$ **COUNTY OF SAN DIEGO** Charlene Broussard Fam, 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 The Mortgage Law Firm, PLC on 12/15/2022, 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. December 16 2022 San Diego, California Date and Location 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 ______ December 16 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

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 _____

upon behalf of which the person(s) acted, executed the instrument.

(Seal)

ADELINA R. LARSON

Notary Public - California

San Diego County

Commission # 2347047

My Comm. Expires Feb 15, 2025

TRUSTEE'S NOTICE OF SALE

TS No.: 157453 APN: 246736

Reference is made to that certain deed made by Richard Hayes as Grantor to Amerititle, as Trustee, in favor of Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. Financial Freedom Senior Funding Corporation, a Subsidiary of IndyMac Bank, F.S.B. as Beneficiary, dated 02/06/2008, recorded 02/11/2008, in the official records of Klamath County, Oregon as Instrument No. 2008-001743 covering the following described real property situated in said County and State, to wit:

A portion laying in the SE1/4 SE1/4 of Section 19, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point on the Easterly boundary of Highway 427, the old Dalles-California Highway, 200.0 feet Southeasterly measured along the Easterly line of said highway from its intersection with the Southerly line of that certain tract conveyed to the Williamson River Church in Deed Volume 61, page 128; thence Northwesterly along the Easterly boundary of said highway 200.0 feet to the South line of said church property; thence Easterly along the Southerly boundary of the church property 370.0 feet, more or less, to the Southeasterly corner thereof, (being the most Easterly corner of the church property); thence Southwesterly in a straight line 333.0 feet, more or less, to the point of beginning.

Commonly known as: 32227 Modoc Point Rd, Chiloquin, OR 97624

The current beneficiary is **Bank of New York Mellon Trust Company, N.A.** as **Trustee for Mortgage Assets Management Series I Trust** pursuant to assignment of deed of trust recorded on 02/01/2022 as Inst No. 2022-001337 in the records of **Klamath**, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to:

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 death of the borrower pursuant to the Note, paragraph 7 and the Deed of Trust, paragraph 9.

- 1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$101,904.44
- 2. Interest through 11/18/2022 in the amount of: \$ 30,946.53
- 3. MIP/PMI Advances in the amount of: \$11,642.28
- 4. Recoverable balance in the amount of: \$ 0.00
- 5. Late Charges in the Amount of: \$ 0.00
- 6. Escrow Advances in the amount of: \$ 16,411.23
- 7. Together with the interest thereon at the rate 5.08 % per annum 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.

The principal sum of \$101,904.44 together with the interest thereon at the rate 5.08% per annum from 03/19/2021 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 the undersigned trustee will on 04/04/2023 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the front steps of the Circuit Court, 316 Main Street, in the city of Klamath Falls, County of Klamath OR 97601, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for the sale.

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

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 04/04/2023 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

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

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: http://www.oregonlawhelp.org

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 Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only.

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

Dated: 12/12/2022 The Mortgage Law Firm, LLC

Jason L Cotton #223275

The Mortgage Law Firm, LLC Jason L Cotton OSB #223275

650 NE Holladay Suite 1600

Portland, OR 97232

Phone number for the Trustee: 1-971-270-1233

1 (619) 465-8200

Exhibit A to Declaration of Mailing

Postal Class: First Class Mail Date: 12/15/2022 Type of Mailing: Attachment: Letter

0111631-01 000 1215WEB MAX

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(11)9690024841837819 Occupant 32227 Modoc Point Rd Chiloquin, OR 97624

1 (11)9690024841837857

Secretary of Housing and Urban Development 451 Seventh Street, S.W.

1

Washington, DC 20410

Sender: The Mortgage Law Firm, PLC

27455 Tierra Alta Way, Ste. B Temecula CA 92590

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret Mail Date: 12/15/2022 Letter

Type of Mailing: Attachment: 0111631-01 000 1215WEB MAX

> 0 71969002484073384896 1

Occupant 32227 Modoc Point Rd Chiloquin, OR 97624

1 71969002484073384902

Secretary of Housing and Urban Development 451 Seventh Street, S.W.

Washington, DC 20410

Sender: The Mortgage Law Firm, PLC

27455 Tierra Alta Way, Ste. B Temecula CA 92590