

2023-002061

Klamath County, Oregon

03/27/2023 10:45:01 AM

Fee: \$207.00

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 161557

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)**

Grantor(s): Maya Cummings and Matthew Steckbauer
Beneficiary: ONSLOW BAY FINANCIAL, LLC
Mortgage Servicer: Flagstar Bank
Trustee: The Mortgage Law Firm, PLC
Trustee Sale Number: 161557
Property Address: 5195 Walton Dr, Klamath Falls, OR, 97603
DOT Rec.
Instrument/Book/Page 2020-009809

I, the undersigned, hereby declare that:

- (1) I am the Michael Biesbrouck of Flagstar Bank., as servicing agent for ONSLOW BAY FINANCIAL, LLC, who is the Beneficiary in the above referenced trustee's sale.
- (2) I certify that the Beneficiary and the Trustee as of this date are the Beneficiary and Trustee named above.
- (3) The Grantor(s) did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.

OR

The Grantor(s) did not provide the required documentation for a foreclosure avoidance measure; therefore, the review process was closed and the Grantor(s)'s eligibility could not be determined.

OR

The Beneficiary sent a written notice to Grantor(s) explaining in plain language that:

The Grantor(s) [is/are] not eligible for a foreclosure avoidance measure; or

The Grantor(s) [has/have] not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) and Beneficiary agreed.

- (4) By reason of the above, the Beneficiary or Beneficiary's agent has complied with the requirements of ORS 86.748(1).

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

**5195 Walton Dr
Klamath Falls, OR 97603**

As follows:

On 12/02/2022 at 1:40 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 12/06/2022 at 12:20 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 12/08/2022 at 2:05 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.

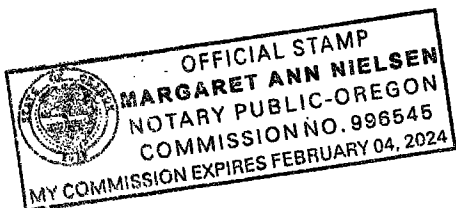
SUBSCRIBED AND SWORN BEFORE ME
this 12th day of December, 2022
by Kirk Loveness.

Margaret A. Nielsen
Notary Public for Oregon

X Kirk Loveness
Kirk Loveness
Nationwide Process Service, Inc.
315 W Mill Plain Blvd., Suite 206
Vancouver, WA 98660
(503) 241-0636



368833



161557 / CUMMINGS & STECKBAUER
ASAP# 4766820

TMLF

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 09, 2022, I mailed a copy of the Trustee's Notice of Sale, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT
5195 Walton Dr
Klamath Falls, OR 97603

This mailing completes service upon an occupant at the above address with an effective date of **12/02/2022** as calculated pursuant to ORS 86.774 (1)(c).

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

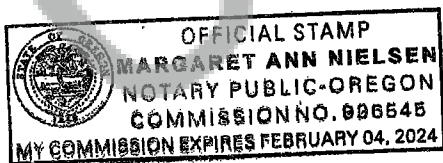
SUBSCRIBED AND SWORN BEFORE ME
this 12th day of December, 2022
by Kirk Loveness.

Margaret A. Nielsen
Notary Public for Oregon

X Kirk Loveness
Kirk Loveness
Nationwide Process Service, Inc.
315 W Mill Plain Blvd., Suite 206
Vancouver, WA 98660
(503) 241-0636



360833



TS# 161557

**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 # 23056 TS#161557 5195 Walton Dr.

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

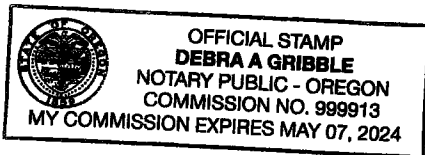
Insertion(s) in the following issues: 02/08/23, 02/15/23, 02/22/23, 03/01/23

Total Cost: \$3,159.98

Subscribed and sworn by Christine Von Tersch before me on: On 6th day of March, in the year of 2023

Debra A Gribble

Notary Public of Oregon
My commission expires May 7, 2024



TRUSTEE'S NOTICE OF SALE

TS No.: 161557 APN: 548624 Reference is made to that certain deed made by Maya Cummings and Matthew Steckbauer as Grantor to Amerititle, Inc., as Trustee, in favor of Mortgage Electronic Registration Systems, Inc. as designated nominee for BCK Capital Inc as Beneficiary, dated 03/07/2020, recorded 03/07/2020, in the official records of Klamath County, Oregon as Instrument No. 2020-009803 covering the following described real property situated in said County and State, to wit: Beginning at a point which lies North 43°30' West a distance of 312.4 feet from the Southeast corner of Lot 1, Homedale, a platted subdivision in Klamath County, Oregon; thence North 25°00' East, 61.0 feet to a fence corner; thence North 43°30' West, 76.2 feet to the point of an iron pipe; thence South 41°39' West 95.3 feet to an iron pipe; thence North 43°30' West, 76.2 feet to the point of beginning. Commonly known as: 5195 Walton Dr, Klamath Falls, OR 97603 The current beneficiary is ONSLOW BAY FINANCIAL, LLC pursuant to assignment of deed of trust recorded on 5/20/2022 as Inst No. 2022-006425 in the records of Klamath County, 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: Make the monthly payments commencing with the payment due on 03/01/2022 and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

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: \$140,815.84; 2. Interest through 11/10/2022 in the amount of: \$3,706.87 3. Recoverable balance in the amount of: \$2,189.67 4. Late Charges in the Amount of: \$128.48 5. Escrow Advances in the amount of: \$1,340.97 6. Together with the interest thereon at the rate 3.4000000% 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 \$140,815.84 together with the interest thereon at the rate 3.4000000% per annum from 02/01/2022 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 03/23/2023 at the hour of 1:00 PM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the front entrance to the Klamath County Courthouse located at, 316 Main Street, Klamath Falls OR 97601, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for 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 03/23/2023 (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 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: 12/1/22 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 A-4766820 02/08/2023, 02/15/2023, 02/22/2023, 03/01/2023 #23056 February 8, 15, 22, March 1, 2023

TRUSTEE'S NOTICE OF SALE

TS No.: 161557

APN: 548624

Reference is made to that certain deed made by **Maya Cummings and Matthew Steckbauer** as Grantor to **Amerititle, Inc.**, as Trustee, in favor of **Mortgage Electronic Registration Systems, Inc.** as designated nominee for **BCK Capital Inc** as Beneficiary, dated **08/07/2020**, recorded **08/07/2020**, in the official records of **Klamath County, Oregon** as Instrument No. **2020-009809** covering the following described real property situated in said County and State, to wit:

Beginning at a point which lies North 43°30' West a distance of 312.4 feet from the Southeast corner of Lot 1, Homedale, a platted subdivision in Klamath County, Oregon; thence North 25°00' East, 61.0 feet to a fence corner; thence South 66°40' East, 98.4 feet to an iron pipe; thence South 41°39' West 95.8 feet to an iron pipe; thence North 43°30' West, 76.2 feet to the point of beginning.

Commonly known as: **5195 Walton Dr, Klamath Falls, OR 97603**

The current beneficiary is **ONSLow BAY FINANCIAL, LLC** pursuant to assignment of deed of trust recorded on **5/20/2022** as Inst No. **2022-006425** 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:

Make the monthly payments commencing with the payment due on **03/01/2022** and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

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: \$140,815.84;
2. Interest through 11/10/2022 in the amount of: \$3,708.87
3. Recoverable balance in the amount of: \$2,189.67
4. Late Charges in the Amount of: \$128.48
5. Escrow Advances in the amount of: \$1,340.97
6. Together with the interest thereon at the rate **3.4000000%** 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 **\$140,815.84** together with the interest thereon at the rate **3.4000000%** per annum from **02/01/2022** 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 **03/23/2023** at the hour of **1:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **front entrance to the Klamath County Courthouse located at, 316 Main Street, Klamath Falls OR 97601**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the said described real

property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for 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 03/23/2023 (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: 12/1/22

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: 12/06/2022
Type of Mailing: Letter
Attachment: 0111415-01 000 1206WEB MAX

0	(11)9690024841150635	1
	Occupant	
	5195 Walton Dr.	
	Klamath Falls, OR 97603	

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

Unofficial
Copy

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret
Mail Date: 12/06/2022
Type of Mailing: Letter
Attachment: 0111415-01 000 1206WEB MAX

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

0	71969002484073180207	1
	Occupant	
	5195 Walton Dr.	
	Klamath Falls, OR 97603	

Unofficial Copy

TRUSTEE'S NOTICE OF SALE

TS No.: 161557

APN: 548624

Reference is made to that certain deed made by **Maya Cummings and Matthew Steckbauer** as Grantor to **Amerititle, Inc.**, as Trustee, in favor of **Mortgage Electronic Registration Systems, Inc. as designated nominee for BCK Capital Inc** as Beneficiary, dated **08/07/2020**, recorded **08/07/2020**, in the official records of **Klamath County, Oregon** as Instrument No. **2020-009809** covering the following described real property situated in said County and State, to wit:

Beginning at a point which lies North 43°30' West a distance of 312.4 feet from the Southeast corner of Lot 1, Homedale, a platted subdivision in Klamath County, Oregon; thence North 25°00' East, 61.0 feet to a fence corner; thence South 66°40' East, 98.4 feet to an iron pipe; thence South 41°39' West 95.8 feet to an iron pipe; thence North 43°30' West, 76.2 feet to the point of beginning.

Commonly known as: **5195 Walton Dr, Klamath Falls, OR 97603**

The current beneficiary is **ONSLow BAY FINANCIAL, LLC** pursuant to assignment of deed of trust recorded on 5/20/2022 as Inst No. 2022-006425 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:

Make the monthly payments commencing with the payment due on **03/01/2022** and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

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: \$140,815.84;
2. Interest through 11/10/2022 in the amount of: \$3,708.87
3. Recoverable balance in the amount of: \$2,189.67
4. Late Charges in the Amount of: \$128.48
5. Escrow Advances in the amount of: \$1,340.97
6. Together with the interest thereon at the rate 3.4000000% 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 **\$140,815.84** together with the interest thereon at the rate **3.4000000%** per annum from **02/01/2022** 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 **03/23/2023** at the hour of **1:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **front entrance to the Klamath County Courthouse located at, 316 Main Street, Klamath Falls OR 97601**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the said described real

property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for 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 03/23/2023 (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: 12/1/22

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 5195 Walton Dr

City: Klamath Falls **State:** OR **ZIP:** 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 11/20/2022 to bring your mortgage loan current was \$ 9,674.02. 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 1-800-393-4887 to find out the exact amount you must pay bring your to 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:

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

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

03/23/2023, 1:00 PM

**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 Flagstar Bank at 1-800-393-4887 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: 12/1/22

The Mortgage Law Firm, LLC

By: 
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: 12/06/2022
Type of Mailing: Letter
Attachment: 0111416-01 000 1206WEB MAX

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

0	(11)9690024841150338 Matthew Steckbauer 5195 Walton Dr. Klamath Falls, OR 97603	1
1	(11)9690024841150352 Maya Cummings 5195 Walton Dr. Klamath Falls, OR 97603	2
2	(11)9690024841150383 Maya Cummings N2461 Winselman Rd Sarona, WI 54870	3

Unofficial Copy

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret
Mail Date: 12/06/2022
Type of Mailing: Letter
Attachment: 0111416-01 000 1206WEB MAX

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

0	71969002484073180436 Matthew Steckbauer 5195 Walton Dr. Klamath Falls, OR 97603	1
1	71969002484073180443 Maya Cummings 5195 Walton Dr. Klamath Falls, OR 97603	2
2	71969002484073180450 Maya Cummings N2461 Winselman Rd Sarona, WI 54870	3

Unofficial Copy

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 161557

Flagstar BankAs Servicing Agent for ONSLOW BAY
FINANCIAL, LLC


Date: March 16, 2023
Name: Michael Biesbrouck
Title: Bank Officer

STATE OF Michigan)

COUNTY OF Oakland)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 16th day of March, 2023, by (name of affiant) as (authority) for (name of party on behalf of whom affidavit is executed). Said person is: (circle one) personally known to me or produced sufficient identification in the form of (type of identification produced).

{Insert Notary Seal}


Printed Name: Allyson G Bonilla
Notary Public Oakland
My Commission Expires: March 14, 2027

ALLYSON G. BONILLA
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Mar 14, 2027
ACTING IN COUNTY OF **Oakland**