

2023-004356

Klamath County, Oregon

06/08/2023 08:46:01 AM

Fee: \$127.00

RECORDING COVER SHEET *(Please Print or Type)*

This cover sheet was prepared by the person presenting the Instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Quality Loan Service Corporation
f/k/a Quality Loan Service Corporation of Washington
2763 Camino Del Rio South
San Diego, CA 92108
619-645-7711

- 1.) Title(s) of the transaction(s) ORS 205.234(a):
Affidavit of Mailing Amended Notice of Sale
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
Current Borrower(s): **Tracy C Toca**
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
QUALITY LOAN SERVICE CORPORATION F/K/A QUALITY LOAN SERVICE CORPORATION OF WASHINGTON
U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee of Taenite Asset Trust
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: *Not applicable*
- 5.) Send tax statements to: *Not applicable*
- 6.) Satisfaction of order or warrant ORS 205.125(1)(e): *Not applicable*
- Check One: *(if applicable)* _____ Full or _____ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c):
Not applicable
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: *Not applicable*

RERECORDED AT THE REQUEST OF _____ TO CORRECT _____
PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____.

WHEN RECORDED MAIL TO:
Quality Loan Service Corporation
f/k/a Quality Loan Service Corporation of Washington
2763 Camino Del Rio South
San Diego, CA 92108

AFFIDAVIT OF MAILING AMENDED NOTICE OF SALE COMMERCIAL LOAN

I, **Jeff Stenman**, of **Quality Loan Service Corporation f/k/a Quality Loan Service Corporation of Washington**, do hereby certify that: At all times hereinafter mentioned I was and now am a resident of the State of **Washington**, I am a competent person over the age of eighteen years and am not the beneficiary or his or her successor in interest named in the attached original or copy of amended notice of sale given under the terms of that certain trust deed described in said notice. I have continuing access to the business records for the subject loan, and I have personally reviewed the subject business records, specifically the mailings, relied upon to compile this Affidavit. Based on my review of the business records, the amended notice of sale of the real property was provided as required under ORS § 86.782, by the mailing of a copy thereof by registered or certified mail and regular mail to each of the following named person's at their last known address, to-wit:

NAME AND ADDRESS
SEE ATTACHED

CERTIFIED NO.

Said person(s) include those provided in ORS § 86.764, ORS § 86.774, and ORS § 86.782, when applicable. Each of the notices so mailed was certified to be a true copy of the original by **Quality Loan Service Corporation f/k/a Quality Loan Service Corporation of Washington**, the trustee named in said notice. Each copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited in the United States mail, in **San Diego, California**, on **6/6/2023**. Said notices were mailed at least 15 days before the amended date of sale fixed in said notice by the trustee for the trustee's sale.

I declare under the penalty of perjury under the Laws of the State of Oregon that the foregoing is true and correct.

Dated: **6/7/23**


By: **Jeff Stenman**, President, Quality Loan Service Corporation f/k/a
Quality Loan Service Corporation of Washington

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.

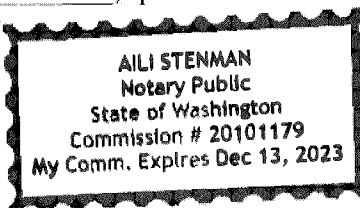
State of Washington)
) ss.

County of King)

Subscribed and sworn to (or affirmed) before me this 7th day of June, 20 23 by

Jeff Stenman, President, proved to me on the basis of
satisfactory evidence to be the person(s) who appeared before me


Signature



AFFIDAVIT OF MAILING

Date: **6/6/2023**
T.S. No.: **OR-22-942944-RM**
Mailing: **Amended Notice of Sale**

STATE OF California
COUNTY OF San Diego

The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County, and that his/her business address is at 2763 Camino Del Rio S., 1st FL San Diego CA 92108. It is further declared that (s)he is readily familiar with business practices relative to the mailing of documents and that on **6/6/2023**, a copy of the Amended Notice of Sale, of which the attached is a true and correct copy, was mailed in the ordinary course of business. The copy of the Amended Notice of Sale was placed in a sealed envelope and addressed to the person(s)/entity(ies) set forth below. Said mailing was sent in the manner described below each mailing recipient with postage prepaid and then delivered to the United States Postal Service for delivery.

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

IDSolutions, Inc., as Authorized Agent for QUALITY LOAN SERVICE CORPORATION

Signed on the 6th day of June, 2023, at San Diego, California.



Affiant Hue Banh, as Authorized Signor for IDSolutions Inc.

Tracy C Toca
4536 Sturdivant Avenue
Klamath Falls, OR 97603
First Class and Cert. No. 71969002337112258279 with return receipt requested

Tracy C Toca
204 W 47TH ST
LOS ANGELES, CA 90037
First Class and Cert. No. 71969002337112258286 with return receipt requested

Tracy C Toca
2917 S. MANSFIELD AVE 5
LOS ANGELES, CA 90016
First Class and Cert. No. 71969002337112258293 with return receipt requested

Tracy C Toca

4721 9TH AVENUE UNIT #4

LOS ANGELES, CA 90016

First Class and Cert. No. 71969002337112258309 with return receipt requested

Occupant

4536 Sturdivant Avenue

Klamath Falls, OR 97603

First Class and Cert. No. 71969002337112258316 with return receipt requested

Trustee

KATHY A DOCKERY

801 FIGUEROA STREET, SUITE 1850

LOS ANGELES, CA 90017

First Class and Cert. No. 71969002337112258323 with return receipt requested

Chapter 13 Trustee

Kathy A. Dockery (TR)

801 Figueroa Street

Suite 1850

Los Angeles, CA 90017

First Class and Cert. No. 71969002337112258330 with return receipt requested

AMENDED TRUSTEE'S NOTICE OF SALE COMMERCIAL LOAN

T.S. No.: **OR-22-942944-RM**

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this notice is intended to exercise the note holders right's against the real property only.

Reference is made to that certain deed made by, **TRACY C. TOCA** as Grantor to AMERITITLE, as trustee, in favor of **CIVIC FINANCIAL SERVICES, LLC**, as Beneficiary, dated **11/13/2019**, recorded **11/18/2019**, in official records of **KLAMATH** County, Oregon in book/reel/volume No. _____ and/or as fee/file/instrument/microfilm/reception number **2019-013461** and subsequently assigned or transferred by operation of law to **U.S. BANK NATIONAL ASSOCIATION, not in its individual capacity but solely as Trustee of Taenite Asset Trust** covering the following described real property situated in said County, and State.

APN: 3909-011CC-12300 / 555358

LOT 8 IN BLOCK 2 OF TRACT NO. 1007, WINCHESTER, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: **4536 Sturdivant Avenue, Klamath Falls, OR 97603**

The undersigned hereby certifies that based upon business records there are no known written assignments of the trust deed by the trustee or by the beneficiary, except as recorded in the records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7).

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes.

There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sum:

TOTAL REQUIRED TO REINSTATE:	<u>Not applicable due to loan maturity</u>
TOTAL REQUIRED TO PAYOFF:	<u>\$142,555.66</u>

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to- wit:

Failure to pay all outstanding obligations owed under the promissory note; including all outstanding principal, interest, and late charges, which all became due and payable on 6/1/2022 ("Maturity Date") and all sums owed that have accrued since 6/1/2022.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on 2/9/2023, at the hour of **10:00 AM** Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at **Inside the main lobby of the Klamath County Courthouse, located at 316 Main St, Klamath Falls, OR 97601**, however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the Court or by proceedings under the U.S. Bankruptcy Code or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on 5/10/2023.

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Whereof, notice hereby is given that QUALITY LOAN SERVICE CORPORATION F/K/A QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, the undersigned trustee will on **7/25/2023** at the hour of **10:00 AM**, Standard of Time, as established by section 187.110, Oregon Revised Statutes, **Inside the main lobby of the Klamath County Courthouse, located at 316 Main St, 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 sale.

Other than as shown of record, neither the beneficiary nor the trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to grantor or of any lessee or other person in possession of or occupying the property, except:

Name and Last Known Address and Nature of Right, Lien or Interest

Tracy Toca
4536 Sturdivant Avenue
Klamath Falls, OR 97603
Original Borrower

For Sale Information Call: 916-939-0772 or Login to: www.nationwideposting.com

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and 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 **QUALITY LOAN SERVICE CORPORATION F/K/A QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**. 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.

Pursuant to ORS 86.797(4) an action for deficiency may be brought after a trustee's sale of a nonresidential trust deed.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this notice is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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 TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIRMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

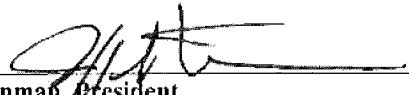
TS No: OR-22-942944-RM

Dated:

6/6/23

**Quality Loan Service Corporation f/k/a Quality Loan Service
Corporation of Washington, as Trustee**

Signature By: _____


Jeff Stenman, President

Trustee's Mailing Address:

Quality Loan Service Corporation
f/k/a Quality Loan Service Corporation of Washington
2763 Camino Del Rio South
San Diego, CA 92108
Toll Free: (866) 925-0241

Trustee's Physical Address:

Quality Loan Service Corporation f/k/a Quality Loan Service
Corporation of Washington
108 1st Ave South, Suite 450, Seattle, WA 98104
Toll Free: (866) 925-0241

T.S. No.: **OR-22-942944-RM**

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 7/25/2023. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

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

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

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

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

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

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

Oregon State Bar: (503) 684-3763; (800) 452-7636

Legal assistance: <http://oregonlawhelp.org/>