

**2023-005820**

**Klamath County, Oregon**

07/13/2023 01:25:02 PM

Fee: \$297.00

**RECORDING COVER SHEET  
FOR NOTICE OF SALE PROOF**

**OF COMPLIANCE, PER ORS 205.234**

THIS COVER SHEET HAS BEEN PREPARED BY THE  
PERSON PRESENTING THE ATTACHED  
INSTRUMENT FOR RECORDING. ANY ERRORS IN  
THIS COVER SHEET DO NOT AFFECT THE  
TRANSACTION(S) CONTAINED IN THE INSTRUMENT  
ITSELF.

**AFTER RECORDING RETURN  
CLEAR RECON CORP  
1050 SW 6th Avenue, Suite 1100  
Portland, OR 97204**

*This Space For County Recording Use Only*

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**TRANSACTION INCLUDES:**

**AFFIDAVIT OF MAILING NOTICE OF SALE**

**AFFIDAVIT OF PUBLICATION NOTICE OF SALE**

**PROOF OF SERVICE**

**AFFIDAVIT OF COMPLIANCE**

***Original Grantor on Trust Deed***

**PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY**

***Beneficiary***

**BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS  
MANAGEMENT SERIES I TRUST**

***Deed of Trust Instrument Number:***

**Instrument #: 2008-010797**

***Trustee***

**CLEAR RECON CORP  
1050 SW 6th Avenue, Suite 1100  
Portland, OR 97204**

**TS Number: 098254-OR**



# AFFIDAVIT OF MAILING

T.S. NO.: 098254-OR

State: OR

STATE OF GEORGIA

} SS

COUNTY OF FULTON

I, Kevin Hawkins, certify as follows:

I am not a party to the action and at all time herein mentioned a citizen of the United States, over the age of eighteen years employed by Aldridge Pite, LLP, and a resident of the State of Georgia:

That on 4/25/2023, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale, in separate, sealed envelopes, First Class, Certified Electronic RR, postage prepaid, addressed respectively as follows:

**SEE ATTACHED – Oregon Notice of Default and Sale**

I certify under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Executed on April 26<sup>th</sup> 2023 in Atlanta, Georgia.

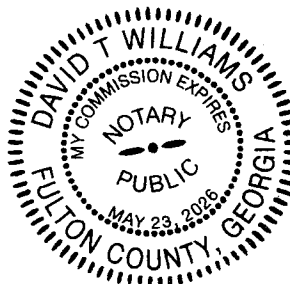
[Signature]  
Affiant: Kevin Hawkins Mail Clerk

Signed, sealed and delivered this 26 day of April, 2023 in the presence of:

[Signature]  
Witness

DENZEL JONES  
Print Witness Name

David T. Williams  
Notary Public  
My Commission Expires:  
NOTARY SEAL



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**TRUSTEE'S NOTICE OF SALE**

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TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

Reference is made to that certain trust deed (the "Deed of Trust") executed by PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE LLC, as Beneficiary, dated 7/25/2008, recorded 7/30/2008, as Instrument No. 2008-010797, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 37 OF KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT,  
PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**APN: 461235 / 3811-004C0-02900**

Commonly known as:  
**8324 TEAL DRIVE  
BONANZA, OR 97623**

The current beneficiary is:  
**BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS  
MANAGEMENT SERIES I TRUST**

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is caused by the death of the borrower.

***TOTAL REQUIRED TO PAYOFF:                   \$155,128.16***

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$87,876.18 together with interest thereon in the total amount of \$38,386.67, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on **8/24/2023**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

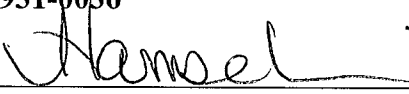
TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 4/10/2023

**CLEAR RECON CORP**  
**111 SW Columbia Street #950**  
**Portland, OR 97201**  
**Phone: 858-750-7777**  
**866-931-0036**

By: \_\_\_\_\_

  
Name: Hamsa Uchi

**Authorized Signatory of Trustee**

TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **8/24/2023** at **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601** at **10:00 AM**. 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

TS No.: 098254-OR  
 Loan No.: \*\*\*\*\*5002

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.

Trustee: CLEAR RECON CORP  
 111 SW Columbia Street #950  
 Portland, OR 97201

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636  
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>  
 Portland (503)473-8329  
 Coos Bay (800)303-3638  
 Ontario (888)250-9877  
 Salem (503)485-0696  
 Grants Pass (541)476-1058  
 Woodburn (800)973-9003  
 Hillsboro (877)726-4381

**2023-002656****Klamath County, Oregon**

04/12/2023 08:32:02 AM

Fee: \$107.00

**When recorded mail document to:**

Clear Recon Corp  
 1050 SW 6th Avenue, Suite 1100  
 Portland, OR 97204  
 Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL**

TS No.: 098254-OR

Loan No.: \*\*\*\*\*5002

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE LLC, as Beneficiary, dated 7/25/2008, recorded 7/30/2008, as Instrument No. 2008-010797, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

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 PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
 OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**APN: 461235 / 3811-004C0-02900**

**Commonly known as:  
 8324 TEAL DRIVE  
 BONANZA, OR 97623**

**The current beneficiary is:  
 BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE  
 ASSETS MANAGEMENT SERIES I TRUST**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above-described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is caused by the death of the borrower.

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$155,128.16**

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

The Sale will be held at the hour of **10:00 AM.**, standard time, as established by ORS 187.110, on **8/24/2023**, at the following place:

**ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**

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

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

In construing this notice, the singular 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 Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 4/10/2023

CLEAR RECON CORP

Clear Recon Corp

1050 SW 6th Avenue, Suite 1100

Portland, OR 97204

Phone: 858-750-7777 or 866-931-0036



Hamsa Uchi, Authorized Signatory of Trustee

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

State of California )

) ss.

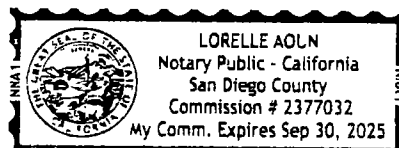
County of San Diego )

On APR 10 2023 before me, Lorelle Aoun, Notary Public, personally appeared HAMSAUCHI who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





## Recipient List (addresses)

Client: PHH Mortgage - Reverse

1231411  
Occupants/Tenants  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216577 (Electronic Return Receipt)

1231411  
Occupants/Tenants  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231411  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

451 SEVENTH STREET, S.W.  
WASHINGTON, DC 20410  
9214890144258247216591 (Electronic Return Receipt)

1231411  
SECRETARY OF HOUSING AND URBAN DEVELOPMENT

451 SEVENTH STREET, S.W.  
WASHINGTON, DC 20410

1231411  
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A DELAWARE  
CORPORATION  
10860 GOLD CENTER DRIVE., SUITE 400  
RANCHO CORDOVA, CA 95670  
9214890144258247216614 (Electronic Return Receipt)

1231411  
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A DELAWARE  
CORPORATION  
10860 GOLD CENTER DRIVE., SUITE 400  
RANCHO CORDOVA, CA 95670

1231411  
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION  
192 TECHNOLOGY PKWY, SUITE 100  
NORCROSS, GA 30092  
9214890144258247216638 (Electronic Return Receipt)

1231411  
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION  
192 TECHNOLOGY PKWY, SUITE 100  
NORCROSS, GA 30092

1231411  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE  
P.O. BOX 2026  
FLINT, MI 48501-2026  
9214890144258247216652 (Electronic Return Receipt)

1231411  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE  
P.O. BOX 2026  
FLINT, MI 48501-2026

1231411  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
1901 E. VOORHEES STREET, SUITE C  
DANVILLE, IL 61834  
9214890144258247216676 (Electronic Return Receipt)

1231411  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
1901 E. VOORHEES STREET, SUITE C  
DANVILLE, IL 61834

1231411  
FINANCIAL FREEDOM  
C/O NTC 2100 ALT. 19 NORTH  
PALM HARBOR, FL 34683  
9214890144258247216690 (Electronic Return Receipt)

1231411  
FINANCIAL FREEDOM  
C/O NTC 2100 ALT. 19 NORTH  
PALM HARBOR, FL 34683

1231411  
JESSICA FRETWELL/NTC  
2100 ALT. 19 NORTH  
PALM HARBOR, FL 34683  
9214890144258247216713 (Electronic Return Receipt)

1231411  
JESSICA FRETWELL/NTC  
2100 ALT. 19 NORTH  
PALM HARBOR, FL 34683

1231411  
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION  
A SUBSIDIARY OF INDY MAC BANK, F.S.B. 192 TECHNOLOGY PKWY, SUITE  
100  
NORCROSS, GA 30092  
9214890144258247216737 (Electronic Return Receipt)

1231411  
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION  
A SUBSIDIARY OF INDY MAC BANK, F.S.B. 192 TECHNOLOGY PKWY, SUITE  
100  
NORCROSS, GA 30092

1231411  
CURRENT OCCUPANT  
8324 TEAL DRIVE  
BONANZAOR, 97623  
9214890144258247216751 (Electronic Return Receipt)

1231411  
CURRENT OCCUPANT  
8324 TEAL DRIVE  
BONANZAOR, 97623

1231411  
OREGON DEPARTMENT OF HUMAN SERVICES, ESTATE ADMINISTRATION  
UNIT  
PO BOX 14021  
SALEM, OR 97309  
9214890144258247216775 (Electronic Return Receipt)

1231411  
OREGON DEPARTMENT OF HUMAN SERVICES, ESTATE ADMINISTRATION  
UNIT  
PO BOX 14021  
SALEM, OR 97309

1231411  
OREGON HEALTH AUTHORITY  
500 SUMMER ST. NE, E-20  
SALEM, OR 97301  
9214890144258247216799 (Electronic Return Receipt)

1231411  
OREGON HEALTH AUTHORITY  
500 SUMMER ST. NE, E-20  
SALEM, OR 97301

1231411  
MIDLAND FUNDING, LLC  
C/O GORDON, AYLWORTH & TAMI, P.C. 4023 W 1ST AVE  
EUGENE, OR 97402  
9214890144258247216812 (Electronic Return Receipt)

1231411  
MIDLAND FUNDING, LLC  
C/O GORDON, AYLWORTH & TAMI, P.C. 4023 W 1ST AVE  
EUGENE, OR 97402

1231411  
MIDLAND FUNDING, LLC  
C/O GORDON, AYLWORTH & TAMI, P.C. P.O. BOX 22338  
EUGENE, OR 97402  
9214890144258247216836 (Electronic Return Receipt)

1231411  
MIDLAND FUNDING, LLC  
C/O GORDON, AYLWORTH & TAMI, P.C. P.O. BOX 22338  
EUGENE, OR 97402

1231411  
GORDON, AYLWORTH & TAMI, P.C.  
P.O. BOX 22338  
EUGENE, OR 97402  
9214890144258247216850 (Electronic Return Receipt)

1231411  
GORDON, AYLWORTH & TAMI, P.C.  
P.O. BOX 22338  
EUGENE, OR 97402

1231411  
GORDON, AYLWORTH & TAMI, P.C.  
4023 W 1ST AVE  
EUGENE, OR 97402  
9214890144258247216874 (Electronic Return Receipt)

1231411  
GORDON, AYLWORTH & TAMI, P.C.  
4023 W 1ST AVE  
EUGENE, OR 97402

1231411  
SUSAN ANN ANSON  
8324 TEAL DRIVE  
BONANZA, OR 97402  
9214890144258247216898 (Electronic Return Receipt)

1231411  
SUSAN ANN ANSON  
8324 TEAL DRIVE  
BONANZA, OR 97402

1231411  
DIVISION OF CHILD SUPPORT  
P.O. BOX 14506  
SALEM, OR 97309  
9214890144258247216911 (Electronic Return Receipt)

1231411  
DIVISION OF CHILD SUPPORT  
P.O. BOX 14506  
SALEM, OR 97309

1231411  
TRUDY ENNIS  
P.O. BOX 18030 / SCU  
HAUPPAUGE, NY 11788-8830  
9214890144258247216935 (Electronic Return Receipt)

1231411  
TRUDY ENNIS  
P.O. BOX 18030 / SCU  
HAUPPAUGE, NY 11788-8830



## AFFIDAVIT OF MAILING

T.S. NO.: 098254-OR

State: OR

STATE OF GEORGIA

} SS

COUNTY OF FULTON

I, Kevin Hawkins, certify as follows:

I am not a party to the action and at all time herein mentioned a citizen of the United States, over the age of eighteen years employed by Aldridge Pite, LLP, and a resident of the State of Georgia:

That on 4/25/2023, I deposited in the United States Mail copies of the attached Oregon Notice of Default and Sale Homeowner, in separate, sealed envelopes, First Class, Certified Electronic RR, postage prepaid, addressed respectively as follows:

**SEE ATTACHED – Oregon Notice of Default and Sale Homeowner**

I certify under penalty of perjury under the laws of the State of Georgia that the foregoing is true and correct.

Executed on April 26, 2023 in Atlanta, Georgia.

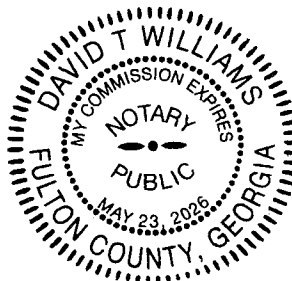
[Signature]  
Affiant: Kevin Hawkins Mail Clerk

Signed, sealed and delivered this 26 day of April, 2023 in the presence of:

[Signature]  
Witness

DENZEL JONES  
Print Witness Name

David T. Williams  
Notary Public  
My Commission Expires:  
NOTARY SEAL





---

**TRUSTEE'S NOTICE OF SALE**

---

TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

Reference is made to that certain trust deed (the "Deed of Trust") executed by PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE LLC, as Beneficiary, dated 7/25/2008, recorded 7/30/2008, as Instrument No. 2008-010797, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

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**APN: 461235 / 3811-004C0-02900**

Commonly known as:  
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BONANZA, OR 97623**

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**BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS  
MANAGEMENT SERIES I TRUST**

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is caused by the death of the borrower.

***TOTAL REQUIRED TO PAYOFF:                      \$155,128.16***

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$87,876.18 together with interest thereon in the total amount of \$38,386.67, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on **8/24/2023**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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

TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 4/10/2023

**CLEAR RECON CORP**  
**111 SW Columbia Street #950**  
**Portland, OR 97201**  
**Phone: 858-750-7777**  
**866-931-0036**

By: \_\_\_\_\_

Name: Hamsa Uchi

**Authorized Signatory of Trustee**

TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **8/24/2023** at **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601** at **10:00 AM**. 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

TS No.: 098254-OR  
 Loan No.: \*\*\*\*\*5002

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.

Trustee: CLEAR RECON CORP  
 111 SW Columbia Street #950  
 Portland, OR 97201

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636  
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>  
 Portland (503)473-8329  
 Coos Bay (800)303-3638  
 Ontario (888)250-9877  
 Salem (503)485-0696  
 Grants Pass (541)476-1058  
 Woodburn (800)973-9003  
 Hillsboro (877)726-4381

098254-OR

**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:****8324 TEAL DRIVE  
BONANZA, OR 97623**

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 4/10/2023 to bring your mortgage loan current was \$155,128.16. 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 **(858) 750-7777** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

**CLEAR RECON CORP  
1050 SW 6th Avenue, Suite 1100  
Portland, OR 97204  
858-750-7777****THIS IS WHEN AND WHERE YOUR PROPERTY WILL BE SOLD IF  
YOU DO NOT TAKE ACTION:**

Date and time: 8/24/2023 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH  
COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR  
97601

098254-OR

**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 **PHH Mortgage Corporation** at **800-799-7724** 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.

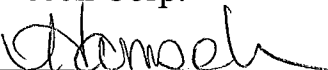
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684- 3763 or toll-free in Oregon at 800-452-7636 or visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**WARNING:** You may get offers from people saying they can help you keep your property. 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.

Dated: **4/10/2023**

Trustee name: Clear Recon Corp.

Trustee signature:  Hamsa Uchi

Trustee telephone number: 858-750-7777

Trustee Sale No.: **098254-OR**

**2023-002656****Klamath County, Oregon**

04/12/2023 08:32:02 AM

Fee: \$107.00

**When recorded mail document to:**

Clear Recon Corp  
 1050 SW 6th Avenue, Suite 1100  
 Portland, OR 97204  
 Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF DEFAULT AND ELECTION TO SELL**

TS No.: 098254-OR

Loan No.: \*\*\*\*\*5002

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE LLC, as Beneficiary, dated 7/25/2008, recorded 7/30/2008, as Instrument No. 2008-010797, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 37 OF KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT,  
 PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
 OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**APN: 461235 / 3811-004C0-02900**

**Commonly known as:  
 8324 TEAL DRIVE  
 BONANZA, OR 97623**

**The current beneficiary is:  
 BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE  
 ASSETS MANAGEMENT SERIES I TRUST**

The undersigned hereby certifies that no assignments of the Deed of Trust by the trustee or by the beneficiary and no appointments of a successor trustee have been made, except as recorded in the records of the county or counties in which the above-described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

There is a default by grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by the Deed of Trust with respect to provisions therein which authorize sale in the event of default of such provision. The default for which foreclosure is made is caused by the death of the borrower.

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: **\$155,128.16**

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.795, and to cause to be sold at public auction to the highest bidder, for cash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

The Sale will be held at the hour of **10:00 AM.**, standard time, as established by ORS 187.110, on **8/24/2023**, at the following place:

**ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**

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

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

In construing this notice, the singular 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 Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 4/10/2023

CLEAR RECON CORP

Clear Recon Corp

1050 SW 6th Avenue, Suite 1100

Portland, OR 97204

Phone: 858-750-7777 or 866-931-0036



Hamsa Uchi, Authorized Signatory of Trustee

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

State of California )

) ss.

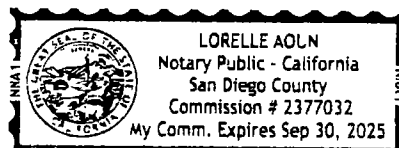
County of San Diego )

On APR 10 2023 before me, Lorelle Aoun, Notary Public, personally appeared HAMSAUCHI who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)





## Recipient List (addresses)

Client: PHH Mortgage - Reverse

1231410  
LYDIA B. KELLY AKA LYDIA KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216331 (Electronic Return Receipt)

1231410  
LYDIA B. KELLY AKA LYDIA KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
PATRICK H. KELLY AKA PATRICK KELLY AKA PATRICK HENRY KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216355 (Electronic Return Receipt)

1231410  
PATRICK H. KELLY AKA PATRICK KELLY AKA PATRICK HENRY KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
RALPH DIENFORD PINA, PERSONAL REPRESENTATIVE OF THE ESTATE OF  
PATRICK HENRY KELLY, DECEASED  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216379 (Electronic Return Receipt)

1231410  
RALPH DIENFORD PINA, PERSONAL REPRESENTATIVE OF THE ESTATE OF  
PATRICK HENRY KELLY, DECEASED

8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
RALPH DIENFORD PINA, PERSONAL REPRESENTATIVE OF THE ESTATE OF  
PATRICK HENRY KELLY, DECEASED  
24985 HWY 140E  
BONANZA, OR 97623  
9214890144258247216393 (Electronic Return Receipt)

1231410  
RALPH DIENFORD PINA, PERSONAL REPRESENTATIVE OF THE ESTATE OF  
PATRICK HENRY KELLY, DECEASED  
24985 HWY 140E  
BONANZA, OR 97623

1231410  
ESTATE OF PATRICK H. KELLY AKA PATRICK KELLY AKA PATRICK HENRY  
KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216416 (Electronic Return Receipt)

1231410  
ESTATE OF PATRICK H. KELLY AKA PATRICK KELLY AKA PATRICK HENRY  
KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
HEIRS AND DEVISEES OF PATRICK H. KELLY AKA PATRICK KELLY AKA  
PATRICK HENRY KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216430 (Electronic Return Receipt)

1231410  
HEIRS AND DEVISEES OF PATRICK H. KELLY AKA PATRICK KELLY AKA  
PATRICK HENRY KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
ESTATE OF LYDIA B. KELLY AKA LYDIA KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216454 (Electronic Return Receipt)

1231410  
ESTATE OF LYDIA B. KELLY AKA LYDIA KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
HEIRS AND DEVISEES OF LYDIA B. KELLY AKA LYDIA KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216478 (Electronic Return Receipt)

1231410  
HEIRS AND DEVISEES OF LYDIA B. KELLY AKA LYDIA KELLY  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
HEIRS & DEVISEES OF LYDIA BARBARA KELLY SCHMIDTT  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216492 (Electronic Return Receipt)

1231410  
HEIRS & DEVISEES OF LYDIA BARBARA KELLY SCHMIDTT  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
ESTATE OF LYDIA BARBARA KELLY SCHMIDTT  
8324 TEAL DRIVE  
BONANZA, OR 97623  
9214890144258247216515 (Electronic Return Receipt)

1231410  
ESTATE OF LYDIA BARBARA KELLY SCHMIDTT  
8324 TEAL DRIVE  
BONANZA, OR 97623

1231410  
RALPH DEINFORD PINA  
24985 HIGHWAY 140 E  
BONANZA, OR 97623-9744  
9214890144258247216539 (Electronic Return Receipt)

1231410  
RALPH DEINFORD PINA  
24985 HIGHWAY 140 E  
BONANZA, OR 97623-9744

1231410  
RALPH DEINFORD PINA  
8324 TEAL DRIVE  
BONANZA, OR 97402  
9214890144258247216553 (Electronic Return Receipt)

1231410  
RALPH DEINFORD PINA  
8324 TEAL DRIVE  
BONANZA, OR 97402

**Affidavit of Service/Posting**

**Trustee's Notice of Sale Upon Occupant; Notice to Tenants; Notice- Danger of Losing Property**

Case Number: 098254-OR

Grantor: **PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY**

For:  
Attn: POSTINGS  
The Stox Group- POSTINGS  
2030 EAST 4TH STREET  
SUITE 230 B  
SANTA ANA, CA 92705

Received by MALSTROM'S PROCESS SERVING CO. on the 24th day of April, 2023 at 2:46 pm to be served on **PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY and/or ALL OCCUPANTS, 8324 TEAL DRIVE, BONANZA, OR 97623.**

I, Kent Pederson, being duly sworn, depose and say that on the **26th day of April, 2023 at 3:20 pm, I:**

made service of the attached Trustee's Notice of Sale Upon Occupant; Notice to Tenants; Notice- Danger of Losing Property upon the individuals and/or entities named below by delivering a copy of the aforementioned documents upon an OCCUPANT at the following "**Property Address**":

**8324 TEAL DRIVE, BONANZA, OR 97623**

As follows:

I attempted personal service at the Property Address on **4/26/2023 at 3:20 pm** and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously to the main entrance pursuant to ORS 86.774 (1)(b)(A).

On **5/1/2023 at 5:30 pm**, I returned to the Property Address and, again, received no answer from any occupant(s) at this address. At that time, I POSTED another true copy conspicuously to the main entrance of the premises pursuant to ORS 86.774 (1)(b)(B).

On **5/6/2023 at 10:20 am** I returned to the Property Address for the third time and Again received no answer from any occupant(s). At that time I POSTED another true copy conspicuously to the main entrance of the premises. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

The effective date of service upon an occupant at the Property Address is **4/26/2023** as calculated pursuant to ORS 86.774(1)(c).

**CERTIFICATION OF MAILING:** I certify that on **5/8/2023** a true copy of Trustee's Notice of Sale Upon Occupant; Notice to Tenants; Notice- Danger of Losing Property and a statement regarding service were mailed addressed to "OCCUPANTS" at 8324 TEAL DRIVE, BONANZA, OR 97623 by First Class Mail postage paid.



**Affidavit of Service/Posting For 098254-OR**

I declare I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding. I certify that the person, firm, or corporation served is the identical one named in this action. I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

STATE OF Oregon

County of Klamath  
Subscribed and Sworn to before me on the 24<sup>th</sup>  
day of May, 2023 by the affiant  
who is personally known to me or has provided  
identification.

Sheri Hargrave  
NOTARY PUBLIC

Kent Pederson  
Process Server

Date

5/24/23  
**MALSTROM'S PROCESS SERVING CO.**  
**PO BOX 3474**  
**SALEM, OR 97302**  
**(503) 585-0234**

Our Job Serial Number: ONE-2023001968  
Ref: 938140



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## TRUSTEE'S NOTICE OF SALE

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TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

Reference is made to that certain trust deed (the "Deed of Trust") executed by PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE LLC, as Beneficiary, dated 7/25/2008, recorded 7/30/2008, as Instrument No. 2008-010797, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

**LOT 9 IN BLOCK 37 OF KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT,  
PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE  
OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

**APN: 461235 / 3811-004C0-02900**

Commonly known as:  
**8324 TEAL DRIVE  
BONANZA, OR 97623**

The current beneficiary is:  
**BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS  
MANAGEMENT SERIES I TRUST**

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is caused by the death of the borrower.

***TOTAL REQUIRED TO PAYOFF:                   \$155,128.16***

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$87,876.18 together with interest thereon in the total amount of \$38,386.67, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on **8/24/2023**, at the hour of **10:00 AM**, standard time, as established by ORS 187.110, **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601**, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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



TS No.: 098254-OR  
Loan No.: \*\*\*\*\*5002

In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 4/10/2023

**CLEAR RECON CORP**  
**111 SW Columbia Street #950**  
**Portland, OR 97201**  
**Phone: 858-750-7777**  
**866-931-0036**

By: \_\_\_\_\_

Name: Hamsa Uchi

**Authorized Signatory of Trustee**

## NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **8/24/2023** at **ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601** at **10:00 AM**. 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.

Trustee: CLEAR RECON CORP  
111 SW Columbia Street #950  
Portland, OR 97201

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636  
<http://www.osbar.org>; <http://www.osbar.org/public/ris/ris.html#referral>

Oregon Law Help: <http://oregonlawhelp.org/OR/index.cfm>

Free Legal Assistance: <http://www.oregonlawcenter.org/>  
Portland (503)473-8329  
Coos Bay (800)303-3638  
Ontario (888)250-9877  
Salem (503)485-0696  
Grants Pass (541)476-1058  
Woodburn (800)973-9003  
Hillsboro (877)726-4381

**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:**

**8324 TEAL DRIVE  
BONANZA, OR 97623**

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 4/10/2023 to bring your mortgage loan current was \$155,128.16. 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 **(858) 750-7777** to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

**CLEAR RECON CORP  
1050 SW 6th Avenue, Suite 1100  
Portland, OR 97204  
858-750-7777**

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

Date and time: 8/24/2023 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH  
COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR  
97601

**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 **PHH Mortgage Corporation** at **800-799-7724** 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.

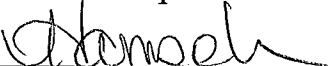
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at 503-684- 3763 or toll-free in Oregon at 800-452-7636 or visit its website at: [www.osbar.org](http://www.osbar.org). Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**WARNING:** You may get offers from people saying they can help you keep your property. 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.

Dated: **4/10/2023**

Trustee name: Clear Recon Corp.

Trustee signature:  Hamsa Uchi

Trustee telephone number: 858-750-7777

Trustee Sale No.: **098254-OR**

**AFFIDAVIT OF PUBLICATION  
STATE OF OREGON,  
COUNTY OF KLAMATH**

I, Joseph Hudon, General 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 # 23196 TS# 098254-OR 8324 Teal Drive 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: 05/03/23, 05/10/23,  
05/17/23, 05/24/23

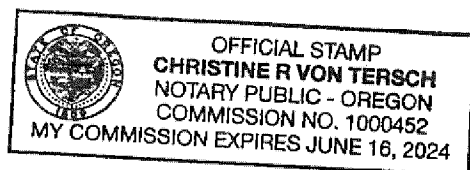
Total Cost: \$1,140.80



Subscribed and sworn by Joseph Hudon before me on: On  
24th day of May, in the year of 2023



Notary Public of Oregon  
My commission expires June 16, 2024



**TRUSTEE'S NOTICE OF SALE**

TS No.098254-OR Loan No.: \*\*\*\*\*5002 Reference is made to that certain trust deed (the "Deed of Trust") executed by PATRICK H. KELLY AND LYDIA B. KELLY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of EAGLE HOME MORTGAGE LLC, as Beneficiary, dated 7/25/2008, recorded 7/30/2008, as Instrument No. 2008-010797, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: LOT 9 IN BLOCK 37 OF KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. APN: 461235 / 3811-004C0-02900 Commonly known as: 8324 TEAL DRIVE BONANZA, OR 97623 The current beneficiary is: BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is caused by the death of the borrower. TOTAL REQUIRED TO PAYOFF: \$155,128.16 By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$87,876.18 together with interest thereon in the total amount of \$38,386.67, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 111 SW Columbia Street #950, Portland, OR 97201, will on 8/24/2023, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any. Dated: 4/10/2023 CLEAR RECON CORP 111 SW Columbia Street #950 Portland, OR 97201 Phone: 858-750-7777 866-931-0036 By: Name: Hamsa Uchi Authorized Signatory of Trustee #23196 May 3, 10, 17, 24, 2023

After Recording, Return To:  
Clear Recon Corp  
1050 SW 6th Avenue, Suite 1100  
Portland, OR 97204  
(858) 750-7777

**AFFIDAVIT OF COMPLIANCE  
with ORS 86.748(1)**

**Grantor(s):** PATRICK H KELLY AND LYDIA B KELLY  
BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS  
TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I  
TRUST  
**Beneficiary:**  
**Mortgage Servicer:** PHH Mortgage Corporation  
**Trustee:** CLEAR RECON CORP  
**Trustee Sale Number:** 098254-OR  
**Property Address:** 8324 TEAL DRIVE, BONANZA, OR 97623  
**DOT Rec. Instrument/Book/Page** 7/30/2008, as Instrument No. 2008-010797

I, the undersigned, hereby declare that:

- (1) I am a Contract Management Coordinator for PHH Mortgage Corporation Servicer for BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGE ASSETS MANAGEMENT SERIES I TRUST, 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 did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.  
OR  
☐ The grantor did not request a foreclosure avoidance measure, but was provided with a foreclosure avoidance measure notwithstanding. This measure is no longer available as the grantor failed to respond to the offer affirmatively.  
OR  
☐ The grantor applied for a foreclosure avoidance measure, but needed additional documentation for a review to be conducted. In accordance with the federal and state law, a "missing items" letter was sent to the borrower on \_\_\_\_\_, requesting additional documentation to conduct the loss mitigation review. As of the date of this affidavit, PHH has not yet received this missing documentation in order to conduct this review.  
OR  
☐ In accordance with ORS 86.748(1), PHH mailed to the grantor written notice that explains in plain language that:
- ☐ The grantor is not eligible for any foreclosure avoidance measure; or  
☐ The grantor has not complied with the terms of foreclosure avoidance measure to which the grantor and beneficiary had agreed.



Affidavit of Compliance with ORS 86.748(1)  
Trustee Sale Number: 098254-OR

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

Date: 7-3-2023

PHH Mortgage Corporation Servicer for BANK OF  
NEW YORK MELLON TRUST COMPANY, N.A. AS  
TRUSTEE FOR MORTGAGE ASSETS  
MANAGEMENT SERIES I TRUST

Debbie Best  
Printed Name: Debbie Best  
Title: Contract Management Coordinator

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
[ ] online notarization, this 3 day of July 2023, by  
Debbie Best as Contract Management Coordinator for PHH Mortgage  
Corporation as Servicer for Bank of New York Mellon Trust Company, N.A. as Trustee for  
Mortgage Assets Management Series I Trust who is personally known to me or who has produced  
----- as identification.

Daniel Delposche  
Signature of Notary Public

Name of Notary Public: Daniel Delposche

Notary Commission Expiration Date: -----

Personally known: ✓

OR Produced Identification: -----

Type of Identification Produced: -----

