

2023-007434

Klamath County, Oregon

08/29/2023 12:18:01 PM

Fee: \$122.00

AFTER RECORDING RETURN TO:
Janeway Law Firm, LLC
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
JLF 19-125848

OREGON
AFFIDAVIT OF MAILING OF NOTICE OF SALE

I, Kira Larsen, say and certify that:

I was and now am a resident of the State of Washington, a competent person over the age of eighteen years and not the beneficiary or the successor in interest named in the Trust Deed described in the attached Notice of Sale.

I have given notice of sale of the real property described in the attached Notice of Sale by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

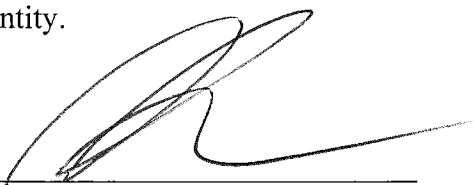
Carter-Jones Collection Service, Inc.
c/o Kent Pederson, Registered Agent
1143 Pine St
Klamath Falls, OR 97601

Carter-Jones Collection Service, Inc.
c/o Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

The persons mailed to include the grantor in the trust deed, any successor in interest to the grantor whose interest appears of record or whose interest the trustee or the beneficiary has actual notice and any person requesting notice as provided in ORS 86.806 and all junior lien holders as provided in ORS 86.764.

Each of the notices so mailed was certified to be a true copy of the original Notice of Sale; each copy was mailed in a sealed envelope, with postage prepaid, and was deposited by me in the United States post office in Vancouver, Washington, on August 4, 2023. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a property form to request and obtain a return receipt and postage thereon in the amount sufficient to accomplish the same. As evidenced by signed return receipt, each Notice was actually received by the named party at least 25 days before the day of Trustee's Sale.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.


Kira Larsen

State of Washington)
)
County of Clark)

On this 29th day of August, in the year 2023, before me the undersigned, a Notary Public in and for said County and State, personally appeared Kira Larsen, personally known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed.

Witness my hand and official seal


Notary Public
My Commission Expires: 05-01-2027



Return Receipt (Form 3811) Barcode



9590 9266 9904 2213 1277 32

1. Article Addressed to:

Carter-Jones Collection Service, Inc.
c/o Kent Pederson, Registered Agent
1143 Pine St
Klamath Falls, OR 97601

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2213 1277 39

PS Form 3811, Facsimile, July 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent

X

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

RECEIVED
JANeway LAW FIRM, LLC

BY: _____

3. Service Type:

☒ Certified Mail

Reference Information

Janeway Law Firm, LLC
19-125848

Domestic Return Receipt

Return Receipt (Form 3811) Barcode



9590 9266 9904 2213 1277 25

1. Article Addressed to:

Carter-Jones Collection Service, Inc.
c/o Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

2. Certified Mail (Form 3800) Article Number

9414 7266 9904 2213 1277 22

PS Form 3811. Facsimile. July 2015

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

B. Received by (Printed Name)

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes
☐ No

BY: _____

3. Service Type:

☒ Certified Mail

Reference Information

Janeway Law Firm, LLC
19-125848

Domestic Return Receipt

TRUSTEE'S NOTICE OF SALE

A default has occurred under the terms of a trust deed made by Steven Davidson, whose address is 2045 California Avenue, Klamath Falls, OR 97601 as grantor to First American, as Trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Banc of California, National Association, dba Banc Home Loans, its successors and assigns, as named Beneficiary, dated September 29, 2015, recorded October 2, 2015, in the mortgage records of Klamath County, Oregon, as Instrument No. 2015-010892, PennyMac Loan Services, LLC is the present Beneficiary as defined by ORS 86.705(2), as covering the following described real property:

Lot 8 and the Easterly 25 feet of Lot 7 in Block 79, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

COMMONLY KNOWN AS: 2045 California Avenue, Klamath Falls, OR 97601

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a notice of default has been recorded pursuant to Oregon Revised Statutes 86.752(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments in the sum of \$1,125.66, from February 1, 2021, monthly payments in the sum of \$1,136.01, from November 1, 2021, and monthly payments in the sum of \$1,169.24, from November 1, 2022, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

By reason of said default the beneficiary has declared all sums owing on the obligation that the trust deed secures immediately due and payable, said sum being the following, to-wit:

\$169,100.33, together with accrued interest in the sum of \$12,185.51 through December 27, 2022, together with interest thereon at the rate of 3.625% per annum from December 28, 2022, plus the sum of \$7,289.19 for advances, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

WHEREFORE, notice hereby is given that the undersigned trustee will on May 25, 2023, at the hour of 10:00 AM PT, in accord with the standard time established by ORS 187.110, inside the main lobby of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, OR, 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 has or had power to convey at the time of the execution of 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 to any person named in ORS 86.778 that the right exists, at any

time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 obligations or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's fees and attorney's fees not exceeding the amounts provided by said ORS 86.778.

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

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

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

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

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for May 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, 16037 S.W. Upper Boones Ferry Road, Tigard, Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.osbar.org>

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

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

The Successor Trustee, Janeway Law Firm, LLC, has authorized the undersigned Attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(9).

Dated: 1-3-2023

By: _____

James A. Craft

OSB# 090146

JANEWAY LAW FIRM, LLC,

Successor Trustee

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

www.logs.com/janeway_law_firm

Telephone: (360) 260-2253

Toll-free: 1-800-970-5647

JLF 19-125848

I, the undersigned certify that the foregoing instrument is a complete and exact copy of the original Trustee's Notice of Sale
