

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 164503

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

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

Grantor(s): Claude F. Shouse
Deutsche Bank National Trust Company, as Trustee for New
Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-
Through Certificates
Beneficiary:
Mortgage Servicer: Carrington Mortgage Services, LLC
Trustee: The Mortgage Law Firm, PLC
Trustee Sale Number: 164503
Property Address: 308 S. Broad Avenue, Klamath Falls, OR, 97601
DOT Rec.
Instrument/Book/Page xx

I, the undersigned, hereby declare that:

- (1) I am the Supervisor Default of Carrington Mortgage Services, LLC as servicing agent for Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates, who is the Beneficiary in the above referenced trustee's sale.
- (2) I certify that the Beneficiary and the Trustee as of this date are the Beneficiary and Trustee named above.
- (3) [] The Grantor(s) did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.
OR
[] The Grantor(s) did not provide the required documentation for a foreclosure avoidance measure; therefore, the review process was closed and the Grantor(s)'s eligibility could not be determined.
OR
[] The Beneficiary sent a written notice to Grantor(s) explaining in plain language that:
[] The Grantor(s) [is/are] not eligible for a foreclosure avoidance measure; or
[] The Grantor(s) [has/have] not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) and Beneficiary agreed.
- (4) By reason of the above, the Beneficiary or Beneficiary's agent has complied with the requirements of ORS 86.748(1).

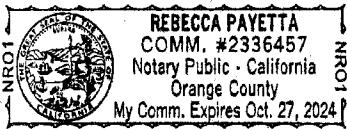
CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California }
County of Orange }

On October 13th 2023 before me, Rebecca Payetta, Notary Public, personally appeared, **Jennifer Ann Lozano**, 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 State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

SIGNATURE _____
REBECCA PAYETTA

PLACE NOTARY SEAL ABOVE

Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

164503 / SHOUSE
ASAP# 4793585

TMLF

AFFIDAVIT OF SERVICE

STATE OF OREGON
County of Klamath ss.

I, Terry Griffin, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the Trustee's Notice of Sale upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an **OCCUPANT** at the following "Property Address":

**308 S. Broad Avenue
Klamath Falls, OR 97601**

By delivering such copy, personally and in person to **Mary Hightower**, at the above Property Address on August 18, 2023 at 10:42 AM.

On 08/14/2023 at 11:28 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

The effective date of service upon an occupant at the Property Address is **08/14/2023** as calculated pursuant to ORS 86.774 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME
this 28 day of August, 2023
by Terry Griffin.

Sheri Hargrave
Notary Public for Oregon

X Terry Griffin
Terry Griffin
Nationwide Process Service, Inc.
315 W Mill Plain Blvd., Ste. 206
Vancouver, WA 98660
(503) 241-0636




364835

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

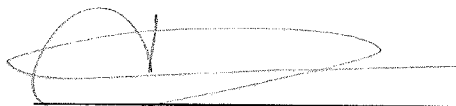
I, Joseph Hudon, General Manager being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97601 in the aforesaid county and state: that I know from my personal knowledge that the Legal # 23435 TS#164503 308 S Broad St. 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: 09/06/23, 09/13/23, 09/20/23, 09/27/23

Total Cost: \$3,131.32



Subscribed and sworn by Joseph Hudon before me on: On 27th day of September, in the year of 2023



Notary Public of Oregon
My commission expires June 16, 2024



AD# 414427

TMIF-DR 4793585

TRUSTEE'S NOTICE OF SALE

TS No.: 164503 APN: 414938 Reference is made to that certain deed made by Claude F. Shouse as Grantor to AmeriTitle, as Trustee, in favor of New Century Mortgage Corporation New Century Mortgage Corporation as Beneficiary, dated 08/27/2003, recorded 09/04/2003, in the official records of Klamath County, Oregon as Instrument No. xx in Book M03, Page 65718 covering the following described real property situated in said County and State, to wit: LOTS 9A AND 9B, BLOCK 4, RAILROAD 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: 308 S. Broad Avenue, Klamath Falls, OR 97601 The current beneficiary is Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates pursuant to assignment of deed of trust recorded on 03/24/2023 as Inst No. 2023-002026 in the records of Klamath, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to: Make the monthly payments commencing with the payment due on 09/01/2022 and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust. 1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$30,148.39; 2. Interest through 07/25/2023 in the amount of: \$ 2,159.34 3. Escrow Balance: \$ 1,721.57 4. Late Charges: \$ 83.10 5. Expense Advance: \$ 1,026.00 6. Together with the interest thereon at the rate 7.2500000% per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. The principal sum of \$30,148.39 together with the interest thereon at the rate 7.2500000% per annum from 09/01/2022 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that the undersigned trustee will on 12/04/2023 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the front entrance to the Klamath County Courthouse 316 Main Street, Klamath Falls, OR 97601, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for the sale. In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by The Mortgage Law Firm, LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 12/04/2023 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place. The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant. If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing. **PROTECTION FROM EVICTION IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING. YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:** • 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE, OR • AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT. If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left. You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move. A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement: • Is the result of an arm's-length transaction; • Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and • Was entered into prior to the date of the foreclosure sale. **ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE. SECURITY DEPOSIT** You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord. **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE** The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property on your behalf; and • You must move out by the date the new owner specifies in a notice to you. The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy. **IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregonlawhelp.org> **NOTICE TO VETERANS** If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service. The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only. The Successor Trustee, The Mortgage Law Firm, LLC, has authorized the undersigned attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(6). Dated: 09/10/2023 The Mortgage Law Firm, LLC By: Jason L. Cotton, OSB #223275 Eric A. Marshack, OSB #050166 The Mortgage Law Firm, LLC 650 NE Holladay Suite 1600 Portland, OR 97232 Phone number for the Trustee: 1 (971) 270-1233 1 (619) 465-8200 A-4793585 09/06/2023, 09/13/2023, 09/20/2023, 09/27/2023 #23435 September 6, 13, 20, 27, 2023

DECLARATION OF MAILING



Reference No: 164503
Mailing Number: 0116405-01
Type of Mailing: Letter

STATE OF CALIFORNIA }
 } SS
COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

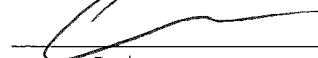
At the request of The Mortgage Law Firm, PLC on 8/15/2023, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- First Class
- Certified
- First Class with Certificate of Mailing
- Certified with Return Receipt
- Certified with Return Receipt and Restricted Delivery
- Certified with Electronic Return Receipt
- Registered
- Registered International

Additional Services provided during the production of this mail order (if any):
None

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

August 16 2023 San Diego, California
Date and Location


Declarant

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

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

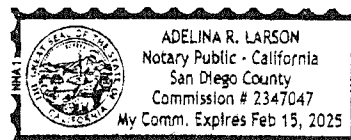
On August 16 2023 before me, Adelina R. Larson,
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

(Seal)



TRUSTEE'S NOTICE OF SALE

TS No.: 164503

APN: 414938

Reference is made to that certain deed made by **Claude F. Shouse** as Grantor to **AmeriTitle**, as Trustee, in favor of **New Century Mortgage Corporation New Century Mortgage Corporation** as Beneficiary, dated **08/27/2003**, recorded **09/04/2003**, in the official records of **Klamath** County, Oregon as Instrument No. **xx** in Book **M03**, Page **65718** covering the following described real property situated in said County and State, to wit:

LOTS 9A AND 9B, BLOCK 4, RAILROAD 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: **308 S. Broad Avenue, Klamath Falls, OR 97601**

The current beneficiary is **Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates** pursuant to assignment of deed of trust recorded on 03/24/2023 as Inst No. 2023-002026 in the records of **Klamath**, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to:

Make the monthly payments commencing with the payment due on **09/01/2022** and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$30,148.39;
2. Interest through 07/25/2023 in the amount of: \$ 2,159.34
3. Escrow Balance: \$ 1,721.57
4. Late Charges: \$ 83.10
5. Expense Advance: \$ 1,026.00
6. Together with the interest thereon at the rate 7.2500000% per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

The principal sum of **\$30,148.39** together with the interest thereon at the rate **7.2500000%** per annum from **08/01/2022** until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that the undersigned trustee will on **12/04/2023** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **front entrance to the Klamath County Courthouse 316 Main Street, Klamath Falls, OR 97601**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said

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

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

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

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

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

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

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 12/04/2023 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

PROTECTION FROM EVICTION

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

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

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

NOTICE TO VETERANS

If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency.

Contact information for a service officer appointed for the county in which you

live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service.

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

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

Dated:08/10/2023

X _____
The Mortgage Law Firm, LLC
By: Jason L. Cotton, OSB #223275
Eric A. Marshack, OSB #050166
The Mortgage Law Firm, LLC
650 NE Holladay Suite 1600
Portland, OR 97232
Phone number for the Trustee: 1 (971) 270-1233
1 (619) 465-8200

**NOTICE:
YOU ARE IN DANGER OF LOSING YOUR PROPERTY
IF YOU DO NOT TAKE ACTION IMMEDIATELY**

This notice is about your mortgage loan on your property at:

Street 308 S. Broad Avenue

City: Klamath Falls

State: OR

ZIP: 97601

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 07/28/2023 to bring your mortgage loan current was \$ 6,488.06. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call 1-800-561-4567 to find out the exact amount you must pay bring your to mortgage loan current and to get other details about the amount you owe.

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

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

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

12/04/2023, 10:00 AM

**THIS IS WHAT YOU CAN DO
TO STOP THE SALE:**

1. You can pay the amount past due or correct any other default, up to five days before the sale.

2. You can refinance or otherwise pay off the loan in full anytime before the sale.
3. You can call Carrington Mortgage Services at 1-800-561-4567 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **1-800 SAFENET (1-800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

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

Dated:08/10/2023

The Mortgage Law Firm, LLC

By: _____

Jason L Cotton, OSB #223275

Attorney Trustee telephone number:

1-971-270-1230

Exhibit A to Declaration of Mailing

Postal Class:	First Class	
Mail Date:	08/15/2023	Sender: The Mortgage Law Firm, PLC
Type of Mailing:	Letter	27368 Via Industria Ste 201
Attachment:	0116405-01 000 0815WEB MAX	Temecula CA 92590
0	(11)9690024857343861 Claude Shouse 24476 Ave 14 Madera, CA 93637	1
1	(11)9690024857343939 Claude Shouse 308 S Broad Avenue Klamath Falls, OR 97601	2
2	(11)9690024857343977 Occupant 308 S Broad Avenue Klamath Falls, OR 97601	3
3	(11)9690024857344028 The parties in possession or claiming the right to possession 308 S Broad Avenue Klamath Falls, OR 97601	4

Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret
Mail Date: 08/15/2023
Type of Mailing: Letter
Attachment: 0116405-01 000 0815WEB MAX

Sender: The Mortgage Law Firm, PLC
27368 Via Industria Ste 201
Temecula CA 92590

0	71969002484078305155	1	Claude Shouse 24476 Ave 14 Madera, CA 93637
1	71969002484078305216	2	Claude Shouse 308 S Broad Avenue Klamath Falls, OR 97601
2	71969002484078305254	3	Occupant 308 S Broad Avenue Klamath Falls, OR 97601
3	71969002484078305292	4	The parties in possession or claiming the right to possession 308 S Broad Avenue Klamath Falls, OR 97601

RECORDING REQUESTED BY:
The Mortgage Law Firm, LLC, Successor Trustee
650 NE Holladay St. Suite 1600
Portland, OR 97232

AND WHEN RECORDED MAIL TO:
The Mortgage Law Firm, LLC
650 NE Holladay St., Suite 1600
Portland, OR 97232

Space Above This Line For Recorder's Use

DECLARATION OF NON-MILITARY SERVICE

Owner(s): **Claude Shouse**

T.S. No.: **164503**

I, the undersigned declare under penalty of perjury under the laws of the State of Oregon that, to the best of my knowledge, the foregoing is true and correct.

The individuals, **Claude F. Shouse**, who were the grantors of deed of trust to **AmeriTitle**, as Trustee, in favor of **New Century Mortgage Corporation** as Beneficiary, dated **08/27/2003**, recorded **09/04/2003**, in the official records of **Klamath** County, Oregon in as Instrument No. **xx** are not now, or within the period of one year prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailor's Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948 as evidenced in the attached Military Status Report.

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

Dated: 8/25/2023

The Mortgage Law Firm, LLC

X
By: Jason L. Cotton, OSB #223275
Eric A. Marshack, OSB #050166

STATE OF California)
) ss.
County of San Diego)

On 8/25/2023, before me, Reza M. Kaghazchi, Notary Public, Personally appeared, Jason L. Cotton who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.

Reza M. Kaghazchi
Notary Public





Welcome to the Official Servicemembers Civil Relief Act (SCRA) Website



- [Home](#)
- [Single Record Request](#)
- [Multiple Record Requests](#)
- [User's Guide](#)
- [FAQs](#)
- [News](#)
- [Contact Us](#)
- [My Account](#)

Single Record Request

Use this page to request a Certificate verifying Active Duty Status for an individual on a specified date.

*SSN is NOT required. Unless you are a financial institution or otherwise required to collect SSNs, you should not require individuals to provide you with their SSN for the sole purpose of conducting a query on this website. Searches can be conducted using Name and Date of Birth alone. Providing additional details such as First Name, Middle Name, or SSN, if already known, will increase the accuracy of the match.

SSN	<input type="text" value="555117941"/>	✓	?
	<input checked="" type="checkbox"/> Show		
Repeat SSN	<input type="text" value="555117941"/>	✓	
	<input checked="" type="checkbox"/> Show		
Birth Date	<input type="text" value="MM/DD/YYYY"/>	✓	
	<input checked="" type="checkbox"/> Show		
	MM/DD/YYYY(e.g. 09/18/2012)		
Last Name	<input type="text" value="Shouse"/>	✓	
First Name	<input type="text" value="Claude"/>	✓	
Middle Name	<input type="text"/>		
Active Duty Status Date	<input type="text" value="08/10/2023"/>		?
	MM/DD/YYYY (The default will be set to today's date)		

Tips & Notes

- Without a Social Security Number, DMDC cannot authoritatively assert that this is the same individual that your query refers to. Name and date of birth alone do not uniquely identify an individual.
- Check your data entry before submitting it.
- Response may take up to 15 seconds after clicking "Submit".

Resources

- [Download Adobe Reader](#)
- [Unexpected Results?](#)

Terms of Use Agreement

Permissible Uses: Access to this website is restricted to financial institutions, collection agencies, and others with financial and legal transactions with eligible service members for the sole purpose of ensuring that those service members receive Servicemembers Civil Relief Act (SCRA) protections in accordance with 50 U.S.C. Chapter 50. All other use is strictly prohibited.

VIOLATIONS OF THESE TERMS OF USE MAY RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE SERVICES OF THIS WEBSITE WITHOUT PRIOR NOTICE.

UNAUTHORIZED ACCESS MAY SUBJECT YOU TO CRIMINAL PENALTIES INCLUDING POTENTIAL FINES AND IMPRISONMENT IF YOU MAKE A FALSE REPRESENTATION TO GAIN ACCESS TO THE SERVICES OFFERED ON THIS WEBSITE OR OBTAIN INFORMATION UNDER FALSE PRETENSES. 18 U.S.C. § 1001

By clicking the box marked "I Accept," you indicate that you have read and agree to the Terms of Use and that you certify, under penalty of perjury, that you are only using this website for the permissible uses identified in this Agreement.

I Accept



**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-7941
 Birth Date:
 Last Name: SHOUSE
 First Name: CLAUDE
 Middle Name:
 Status As Of: Aug-10-2023
 Certificate ID: NGS9BN3T31ZM7M5

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Sam Yousefzadeh

Sam Yousefzadeh, Acting Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.