

**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

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

MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY

Beneficiary

CROSSCOUNTRY MORTGAGE, LLC

Deed of Trust Instrument Number:

Instrument #: 2022-011593

Trustee

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

TS Number: 115324-OR



AFFIDAVIT OF MAILING

T.S. NO.: 115324-OR

State: OR

STATE OF GEORGIA

} SS

COUNTY OF FULTON

I, Calan Vassell, 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 9/26/2023, 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 October 5 2023 in Atlanta, Georgia.


Affiant: Calan Vassell Mail Service Administrative Support

Signed, sealed and delivered this 5th day of October, 2023 in the presence of:

Tia Hines

Witness

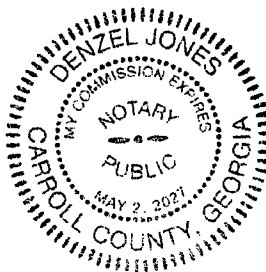
Tia Hines

Print Witness Name


Notary Public

My Commission Expires:

NOTARY SEAL



BUSINESS ADDRESS OF AFFIANT: 3525 Piedmont Road, Suite 700, Atlanta, GA 30305

CRCAFFOM 12222015

Dovenmuehle Mortgage, Inc.

TRUSTEE'S NOTICE OF SALE

TS No.: 115324-OR
 Loan No.: *****0810

Reference is made to that certain trust deed (the "Deed of Trust") executed by MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR CROSSCOUNTRY MORTGAGE, LLC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 9/21/2022, recorded 9/26/2022, as Instrument No. 2022-011593, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE NORTH 26 FEET OF LOT 9 AND ALL OF LOT 8 IN BLOCK 15 OF ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: 172841 / 3809-020DD-05300

Commonly known as:
**100 MOUNTAIN VIEW BLVD
 KLAMATH FALLS, OR 97601**

The current beneficiary is:
CROSSCOUNTRY MORTGAGE, LLC

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 the grantor's failure to pay when due, the following sums:

Delinquent Payments:

| <u>Dates:</u> | <u>Total:</u> |
|------------------------------|---------------|
| 2/1/2023 – 9/1/2023 | \$19,039.44 |
| <i>Late Charges:</i> | \$443.88 |
| <i>Beneficiary Advances:</i> | \$135.00 |

| | |
|--|---------------------|
| <i>Total Required to Reinstate:</i> | \$19,618.32 |
| <i>TOTAL REQUIRED TO PAYOFF:</i> | \$312,847.40 |

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 \$299,506.53 together with interest thereon at the rate of 6.25 % per annum, from 1/1/2023 until paid, 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 **1/25/2024**, at the hour of **1:00 PM**, standard time, as established by ORS 187.110, **On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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

TS No.: 115324-OR
Loan No.: *****0810

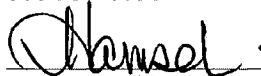
not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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: 9/7/2023

CLEAR RECON CORP
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204
Phone: 858-750-7777
866-931-0036



Hamsa Uchi, Authorized Signatory of Trustee

TS No.: 115324-OR
 Loan No.: *****0810

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **1/25/2024 at On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, OR 97601 at 1:00 PM.** 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.: 115324-OR
 Loan No.: *****0810

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
 1050 SW 6th Avenue, Suite 1100
 Portland, OR 97204

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

2023-0071299152
Klamath County, Oregon
09/08/2023 10:53:01 AM
Fee: \$97.00

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.: 115324-OR
Loan No.: *****0810
Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR CROSSCOUNTRY MORTGAGE, LLC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 9/21/2022, recorded 9/26/2022, as Instrument No. 2022-011593, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE NORTH 26 FEET OF LOT 9 AND ALL OF LOT 8 IN BLOCK 15 OF ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: 172841 / 3809-020DD-05300

**Commonly known as:
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601**

**The current beneficiary is:
CROSSCOUNTRY MORTGAGE, LLC**

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.

CRC NOD 06302016

TS No.: 115324-OR
Loan No.: *****0810

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 grantor’s failure to pay when due, the following sums:

| | | |
|------------------------------|-------------------------------------|--------------------|
| <i>Delinquent Payments:</i> | | |
| <i>Dates:</i> | | <u>Total:</u> |
| 2/1/2023 – 9/1/2023 | | \$19,039.44 |
| <i>Late Charges:</i> | | \$443.88 |
| <i>Beneficiary Advances:</i> | | \$135.00 |
| | TOTAL REQUIRED TO REINSTATE: | \$19,618.32 |

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: **\$312,847.40**

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 86.815, 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.

The Sale will be held at the hour of **1:00 PM.**, standard time, as established by ORS 187.110, on **1/25/2024**, at the following place:

On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, 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.

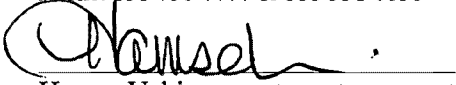
TS No.: 115324-OR
Loan No.: *****0810

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: 9/7/2023

CLEAR RECON CORP
Clear Recon Corp
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204
Phone: 858-750-7777 or 866-931-0036

1299152


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.

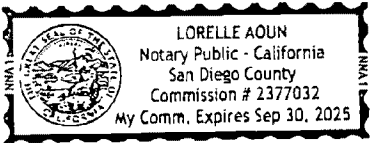
State of California)
) ss.
County of San Diego)

On SEP 07 2023 before me, Lorelle Aoun, Notary Public, personally appeared HAMSA UCHI 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)



After recording, return to:

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

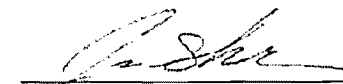
| | |
|---------------------|---------------------------|
| Lender/Beneficiary: | CrossCountry Mortgage LLC |
| Jurisdiction* | Delaware |

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Joseph Skalski (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under ORS 86.726(1)(b).

- The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the prior calendar year: 8 [not to exceed 30];
- The undersigned further certifies that she/he: [check only one of the following boxes]
☐ is the individual claiming exemption from requirements established under ORS 86.705 to 86.815, or
☒ is the Vice President Servicing [insert title] of the entity claiming exemption from requirements established under ORS 86.705 to 86.815 and is authorized by such entity to execute this affidavit on its behalf.


(Signature)

State of Ohio)
) ss.

County of Cuyahoga)

Signed and sworn to (or affirmed) before me this 9th day of February, 2023

by Joseph Skalski



BRIAN MONROE
Notary Public
State of Ohio
My Comm. Expires
August 1, 2026

Notary Public for

My commission expires: 8/1/2026

Recipient List (addresses)

Client: Dovenmuehle Mortgage, Inc.

1299152
Occupants/Tenants
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601
9214890144258248941997 (Electronic Return Receipt)

1299152
Occupants/Tenants
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601

1299152
CrossCountry Mortgage, LLC

6850 Miller Rd.
Brecksville, OH 44141
9214890144258248942017 (Electronic Return Receipt)

1299152
CrossCountry Mortgage, LLC

6850 Miller Rd.
Brecksville, OH 44141

1299152
FELISHA BARNEY C/O DEPARTMENT OF JUSTICE, CHILD SUPPORT
P.O. BOX 14506
SALEM, OR 97309
9214890144258248942031 (Electronic Return Receipt)

1299152
FELISHA BARNEY C/O DEPARTMENT OF JUSTICE, CHILD SUPPORT

P.O. BOX 14506
SALEM, OR 97309

1299152
MATTHEW BARNEY C/O VALERIE B. HEDRICK
533 MAIN STREET
KLAMATH FALLS, OR 97601
9214890144258248942055 (Electronic Return Receipt)

1299152
MATTHEW BARNEY C/O VALERIE B. HEDRICK
533 MAIN STREET
KLAMATH FALLS, OR 97601



AFFIDAVIT OF MAILING

T.S. NO.: 115324-OR

State: OR

STATE OF GEORGIA

} SS

COUNTY OF FULTON

I, Calan Vassell, certify as follows:

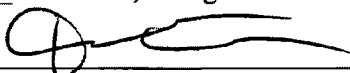
I am not a party to the action and at all time herein mentioned a citizen of the United States, over the age of eighteen years employed by Aldridge Pite, LLP, and a resident of the State of Georgia:

That on 9/26/2023, 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.

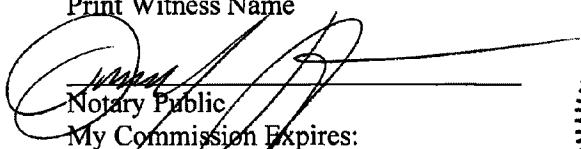
Executed on October 5 2023 in Atlanta, Georgia.

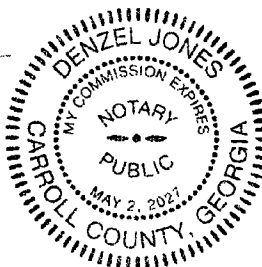

Affiant: Calan Vassell Mail Service Administrative Support

Signed, sealed and delivered this 5th day of October, 2023 in the presence of:

Tia Hines
Witness

Tia Hines
Print Witness Name


Notary Public
My Commission Expires:
NOTARY SEAL



BUSINESS ADDRESS OF AFFIANT: 3525 Piedmont Road, Suite 700, Atlanta, GA 30305

CRCAFFOM 12222015
Dovenmuehle Mortgage, Inc.

TRUSTEE'S NOTICE OF SALE

TS No.: 115324-OR
 Loan No.: *****0810

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| TOTAL REQUIRED TO PAYOFF: | \$312,847.40 |

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 \$299,506.53 together with interest thereon at the rate of 6.25 % per annum, from 1/1/2023 until paid, 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 **1/25/2024**, at the hour of **1:00 PM**, standard time, as established by ORS 187.110, **On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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

TS No.: 115324-OR
Loan No.: *****0810

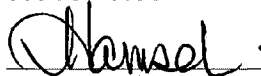
not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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: 9/7/2023

CLEAR RECON CORP
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204
Phone: 858-750-7777
866-931-0036



Hamsa Uchi, Authorized Signatory of Trustee

TS No.: 115324-OR
Loan No.: *****0810

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **1/25/2024 at On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, OR 97601 at 1:00 PM.** 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.: 115324-OR
 Loan No.: *****0810

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
 1050 SW 6th Avenue, Suite 1100
 Portland, OR 97204

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

115324-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:****100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 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 9/7/2023 to bring your mortgage loan current was \$19,618.32. 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: 1/25/2024 at 1:00 PM

Place: On the front steps of the Circuit Court, 316 Main Street. in the City of
Klamath Falls, County of Klamath, OR 97601

115324-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 **Mortgage Disposition** at **(847) 550-7300** 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. 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: **9/7/2023**

Trustee name: Clear Recon Corp.

Trustee signature:  Hamsa Uchi

Trustee telephone number: 858-750-7777

Trustee Sale No.: 115324-OR

2023-007^{12991.51}
Klamath County, Oregon
09/08/2023 10:53:01 AM
Fee: \$97.00

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.: 115324-OR
Loan No.: *****0810
Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR CROSSCOUNTRY MORTGAGE, LLC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 9/21/2022, recorded 9/26/2022, as Instrument No. 2022-011593, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE NORTH 26 FEET OF LOT 9 AND ALL OF LOT 8 IN BLOCK 15 OF ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: 172841 / 3809-020DD-05300

**Commonly known as:
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601**

**The current beneficiary is:
CROSSCOUNTRY MORTGAGE, LLC**

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.

CRC NOD 06302016

TS No.: 115324-OR
Loan No.: *****0810

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 grantor's failure to pay when due, the following sums:

| | | |
|-------------------------------------|--|--------------------|
| <i>Delinquent Payments:</i> | | |
| <i>Dates:</i> | | <u>Total:</u> |
| 2/1/2023 – 9/1/2023 | | \$19,039.44 |
| <i>Late Charges:</i> | | \$443.88 |
| <i>Beneficiary Advances:</i> | | \$135.00 1299151 |
| TOTAL REQUIRED TO REINSTATE: | | \$19,618.32 |

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: **\$312,847.40**

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 86.815, 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.

The Sale will be held at the hour of 1:00 PM., standard time, as established by ORS 187.110, on 1/25/2024, at the following place:

On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, 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.

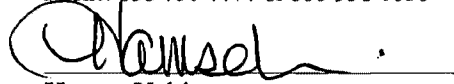
TS No.: 115324-OR
Loan No.: *****0810

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: 9/7/2023

CLEAR RECON CORP
Clear Recon Corp
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204
Phone: 858-750-7777 or 866-931-0036

1299151



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.

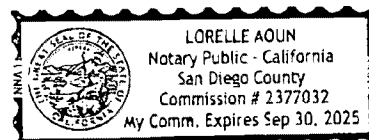
State of California)
) ss.
County of San Diego)

On SEP 07 2023 before me, Lorelle Aoun, Notary Public, personally appeared HAMSA UCHI 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 Lorelle Aoun (Seal)



After recording, return to:

**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

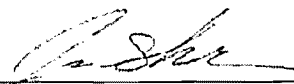
| | |
|---------------------|---------------------------|
| Lender/Beneficiary: | CrossCountry Mortgage LLC |
| Jurisdiction* | Delaware |

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Joseph Skalski (printed name) being first duly sworn, depose, and state that:

This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under ORS 86.726(1)(b).

- The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the prior calendar year: 8 [not to exceed 30];
- The undersigned further certifies that she/he: [check only one of the following boxes]
☐ is the individual claiming exemption from requirements established under ORS 86.705 to 86.815, or
☒ is the Vice President Servicing [insert title] of the entity claiming exemption from requirements established under ORS 86.705 to 86.815 and is authorized by such entity to execute this affidavit on its behalf.


(Signature)

State of Ohio)
) ss.

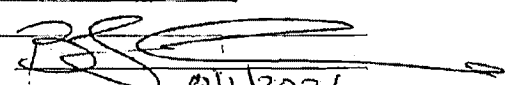
County of Cuyahoga)

Signed and sworn to (or affirmed) before me this 9th day of February, 2023

by Joseph Skalski



BRIAN MONROE
Notary Public
State of Ohio
My Comm. Expires
August 1, 2026

Notary Public for 

My commission expires: 8/1/2026

Recipient List (addresses)

Client: Dovenmuehle Mortgage, Inc.

1299151

MATTHEW THUNDERWOLF BARNEY AKA MATTHEW T BARNEY AKA
MATTHEW BARNEY
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601
9214890144258248941898 (Electronic Return Receipt)

1299151

MATTHEW THUNDERWOLF BARNEY AKA MATTHEW T BARNEY AKA
MATTHEW BARNEY
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601

1299151

FELISHA ANN BARNEY AKA FELISHA A BARNEY AKA FELISHA BARNEY
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601
9214890144258248941911 (Electronic Return Receipt)

1299151

FELISHA ANN BARNEY AKA FELISHA A BARNEY AKA FELISHA BARNEY
100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601

1299151

MATTHEW THUNDERWOLF BARNEY AKA MATTHEW T BARNEY AKA
MATTHEW BARNEY
8495 CRATER LAKE HWY
WHITE CITY, OR 97503
9214890144258248941935 (Electronic Return Receipt)

1299151

MATTHEW THUNDERWOLF BARNEY AKA MATTHEW T BARNEY AKA
MATTHEW BARNEY
8495 CRATER LAKE HWY
WHITE CITY, OR 97503

1299151
FELISHA ANN BARNEY AKA FELISHA A BARNEY AKA FELISHA BARNEY
8495 CRATER LAKE HWY
WHITE CITY, OR 97503
9214890144258248941959 (Electronic Return Receipt)

1299151
FELISHA ANN BARNEY AKA FELISHA A BARNEY AKA FELISHA BARNEY
8495 CRATER LAKE HWY
WHITE CITY, OR 97503

1299151
MATTHEW THUNDERWOLF BARNEY AKA MATTHEW T BARNEY AKA
MATTHEW BARNEY
517 SEAGAZE DR 963
OCEANSIDE, CA 92049
9214890144258248941973 (Electronic Return Receipt)

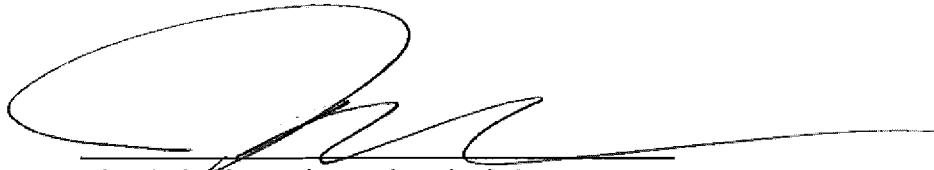
1299151
MATTHEW THUNDERWOLF BARNEY AKA MATTHEW T BARNEY AKA
MATTHEW BARNEY
517 SEAGAZE DR 963
OCEANSIDE, CA 92049

**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 # 23528 TS#115324-OR 100 Mountain View Blv
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: 10/25/23, 11/01/23,
11/08/23, 11/15/23

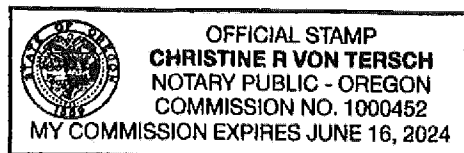
Total Cost: \$1,341.72



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



Notary Public of Oregon
My commission expires June 16, 2024



TRUSTEE'S NOTICE OF SALE

TS No.: 115324-OR Loan No.: *****0810 Reference is made to that certain trust deed (the "Deed of Trust") executed by MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR CROSSCOUNTRY MORTGAGE, LLC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 9/21/2022, recorded 9/26/2022, as Instrument No. 2022-011593, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: THE NORTH 26 FEET OF LOT 9 AND ALL OF LOT 8 IN BLOCK 15 OF ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. APN: 172841 / 3809-020DD-05300 Commonly known as: 100 MOUNTAIN VIEW BLVD KLAMATH FALLS, OR 97601 The current beneficiary is: CROSSCOUNTRY MORTGAGE, LLC 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 the grantor's failure to pay when due, the following sums:

Delinquent Payments:

| <u>Dates:</u> | <u>Total:</u> |
|---------------------|---------------|
| 2/1/2023 – 9/1/2023 | \$19,039.44 |

Late Charges:

\$443.88

Beneficiary Advances:

\$135.00

Total Required to Reinstate: \$19,618.32**TOTAL REQUIRED TO PAYOFF: \$312,847.40**

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 \$299,506.53 together with interest thereon at the rate of 6.25 % per annum, from 1/1/2023 until paid, 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 1/25/2024, at the hour of 1:00 PM, standard time, as established by ORS 187.110, On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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: 9/7/2023 CLEAR RECON CORP 1050 SW 6th Avenue, Suite 1100 Portland, OR 97204 Phone: 858-750-7777 866-931-0036 Hamsa Uchi, Authorized Signatory of Trustee
#23528 October 25, November 1, 8, 15, 2023

AFFIDAVIT OF SERVICE

IN THE CIRCUIT COURT OF THE STATE OF OREGON IN AND FOR THE COUNTY OF KLAMATH

Case Number: 115324-OR Court Date: 1/25/2024 1:00 pm

Grantor: **MATTHEW THUNDERWOLF BARNEY
AND FELISHA ANN BARNEY**

Service Documents:
Trustee's Notice of Sale, Notice to
Residential Tenants, and Notice of
Danger of Losing Property

For:
Attn: POSTINGS
The Stox Group- Postings
17671 IRVINE BLVD
SUITE 204
TUSTIN, CA 92780

Received by Barrister Support dba Malstrom's Process Serving on the 26th day of September, 2023 at 11:46 am to be served on **MATTHEW THUNDERWOLF BARNEY, FELISHA ANN BARNEY AS TENANTS BY THE ENTIRETY, 100 MOUNTAIN VIEW BLVD, KLAMATH FALLS, OR 97601.**

I, Terry Griffin, being duly sworn, depose and say that on the **26th day of September, 2023 at 3:25 pm, I:**
made service of the attached Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of 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**":

100 MOUNTAIN VIEW BLVD, KLAMATH FALLS, OR 97601

As follows:

I attempted personal service at the Property Address on 9/26/2023 at 3:25 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 9/29/2023 at 3:27 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 10/3/2023 at 4:10 pm 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 **9/26/2023** as calculated pursuant to ORS 86.774(1)(c).

CERTIFICATION OF MAILING: I Terry Griffin certify that on **10/4/2023** a true copy of Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of Danger of Losing Property and a statement regarding service were mailed addressed to "OCCUPANTS" at 100 MOUNTAIN VIEW BLVD, KLAMATH FALLS, OR 97601 by First Class Mail postage paid.



AFFIDAVIT OF SERVICE For 115324-OR

x *Terry L Griffin*

I declare under penalty of perjury that 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 and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that 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 18th
day of October, 2023, by the affiant
who is personally known to me.

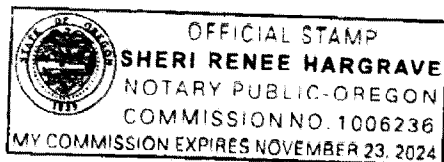
Sheri Hargrave
NOTARY PUBLIC

Terry L Griffin
Terry Griffin
Process Server 10/18/23

Date

Barrister Support dba Malstrom's Process
Serving
PO Box 3474
Salem, OR 97302

Our Job Serial Number: TSB-2023005666
Ref: 940960



TRUSTEE'S NOTICE OF SALE

TS No.: 115324-OR
Loan No.: *****0810

Reference is made to that certain trust deed (the "Deed of Trust") executed by MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY, as Grantor, to AMERITITLE, as Trustee, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS DESIGNATED NOMINEE FOR CROSSCOUNTRY MORTGAGE, LLC., BENEFICIARY OF THE SECURITY INSTRUMENT, ITS SUCCESSORS AND ASSIGNS, as Beneficiary, dated 9/21/2022, recorded 9/26/2022, as Instrument No. 2022-011593, in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

THE NORTH 26 FEET OF LOT 9 AND ALL OF LOT 8 IN BLOCK 15 OF ELDORADO HEIGHTS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

APN: 172841 / 3809-020DD-05300

Commonly known as:
**100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 97601**

The current beneficiary is:
CROSSCOUNTRY MORTGAGE, LLC

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 the grantor's failure to pay when due, the following sums:

Delinquent Payments:

| <u>Dates:</u> | <u>Total:</u> |
|---------------------|---------------|
| 2/1/2023 – 9/1/2023 | \$19,039.44 |

| | |
|----------------------|----------|
| <i>Late Charges:</i> | \$443.88 |
|----------------------|----------|

| | |
|------------------------------|----------|
| <i>Beneficiary Advances:</i> | \$135.00 |
|------------------------------|----------|

| | |
|--|---------------------|
| <i>Total Required to Reinstate:</i> | \$19,618.32 |
| <i>TOTAL REQUIRED TO PAYOFF:</i> | \$312,847.40 |

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 \$299,506.53 together with interest thereon at the rate of 6.25 % per annum, from 1/1/2023 until paid, 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 **1/25/2024**, at the hour of **1:00 PM**, standard time, as established by ORS 187.110, **On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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

TS No.: 115324-OR
Loan No.: *****0810

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: 9/7/2023

CLEAR RECON CORP
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204
Phone: 858-750-7777
866-931-0036



Hamsa Uchi, Authorized Signatory of Trustee

TS No.: 115324-OR
Loan No.: *****0810

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **1/25/2024 at On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, OR 97601 at 1:00 PM.** 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.: 115324-OR
Loan No.: *****0810

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
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204

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:

**100 MOUNTAIN VIEW BLVD
KLAMATH FALLS, OR 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 9/7/2023 to bring your mortgage loan current was \$19,618.32. 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: 1/25/2024 at 1:00 PM

Place: On the front steps of the Circuit Court, 316 Main Street. in the City of
Klamath Falls, County of Klamath, 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 **Mortgage Disposition** at **(847) 550-7300** 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.

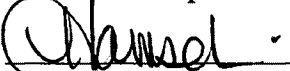
There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide toll-free phone contact number at 855-480-1950. You may also wish to talk to a lawyer. 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. 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: 9/7/2023

Trustee name: Clear Recon Corp.

Trustee signature:  Hamsa Uchi

Trustee telephone number: 858-750-7777

Trustee Sale No.: 115324-OR

AFTER RECORDING, RETURN TO:
Clear Recon Corp.
1050 SW 6th Avenue, Suite 1100
Portland, OR 97204
(858) 750-7777

AFFIDAVIT OF COMPLIANCE WITH O.R.S. § 86.748(1)

| | |
|-------------------------------------|--|
| Grantor: | MATTHEW THUNDERWOLF BARNEY AND FELISHA ANN BARNEY, AS TENANTS BY THE ENTIRETY ("Grantor") |
| Beneficiary: | CROSSCOUNTRY MORTGAGE, LLC ("Beneficiary") |
| Trustee: | CLEAR RECON CORP. |
| Property Address: | 100 MOUNTAIN VIEW BLVD KLAMATH FALLS, OR 97601 |
| Instrument Recording Number: | 9/26/2022 as Instrument No.: 2022-011593 |

I, the undersigned, being duly sworn, hereby depose and say that:

1. I am Anthony Cosgrove Vice President of CROSSCOUNTRY MORTGAGE, LLC who is the servicer for the Beneficiary of the above-referenced instrument.
2. In the regular performance of my job functions, I am familiar with the business records maintained by CROSSCOUNTRY MORTGAGE, LLC for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by CROSSCOUNTRY MORTGAGE, LLC. It is the regular practice of CROSSCOUNTRY MORTGAGE, LLC's mortgage servicing business to make these records. The below information is provided on information and belief based upon my understanding of CROSSCOUNTRY MORTGAGE, LLC's policies and procedures or I have acquired personal knowledge of the matters stated herein by examining the relevant business records.
3. *(check the applicable option)*

_____ The Beneficiary notified ("Notice") Grantor of its foreclosure avoidance determination ("Determination") within 10 days of making the Determination. The Determination in the Notice was in plain language.

_____ Grantor has not submitted complete information for a foreclosure avoidance determination ("Determination"); therefore, Beneficiary is unable to make a Determination.

X Grantor has not requested foreclosure avoidance. Therefore, Beneficiary is unable to make, and has not made, a foreclosure avoidance determination.

_____ Grantor did not accept Beneficiary's offer for assistance, therefore, a foreclosure avoidance measure was not reached.

CROSSCOUNTRY MORTGAGE, LLC

Dated: 11/16/23

By:

Name:

Title:

Anthony Cosgrove
Vice President

State of: Illinois

County of: Cook

On 11-16-2023, before me, Erik Baltazar personally appeared Anthony Cosgrove 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 that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Erik Baltazar (Seal)

Erik Baltazar

