

RECORDING COVER SHEET 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 DOES NOT AFFECT THE
TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO

THE MORTGAGE LAW FIRM LLC

650 NE Holladay

Suite 1600

Portland, OR 97232

1. TITLE OF THE TRANSACTION (ORS 205.234a)

Sale Service Pack

2. Grantor(s) and Address (ORS 205.160)

Edward Aguilar 15815 Timberline Ln, Klamath Falls, OR, 97601

3.) Grantee(s) and Address (ORS 205.1251a and 205.160)

The Mortgage Law Firm, LLC

4) APN: 490132

5) Document Included in Sale Service Package

**A) Executed Non-Military Affidavit, Affidavit of Posting, Affidavit of Mailing, Publication Affidavit,
Notice of Sale Mailing Affidavit**

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 170002

After Recording, Return To:
Prime Recon LLC
650 NE Holladay
Suite 1600
Portland, OR 97232

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

Grantor(s): Edward Aguilar, a married man
Beneficiary: Rocket Mortgage, LLC f/k/a Quicken Loans, LLC
Mortgage Servicer: Rocket Mortgage LLC FKA Quicken Loans LLC
Trustee: Prime Recon LLC
Trustee Sale Number: 170002
Property Address: 15815 Timberline Ln, Klamath Falls, OR, 97601
DOT Rec.
Instrument/Book/Page 2021-015751

I, the undersigned, hereby declare that:

(1) I am the Loss Mitigation Officer of Rocket Mortgage LLC FKA Quicken Loans LLC, as servicing agent for Rocket Mortgage, LLC f/k/a Quicken Loans, LLC, 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).

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 170002

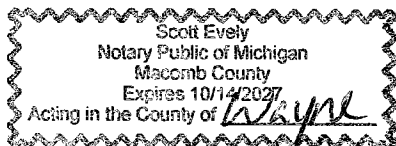
Rocket Mortgage LLC FKA Quicken Loans LLC as Servicing Agent for: Rocket
Mortgage, LLC f/k/a Quicken Loans, LLC

Yvonne Hohfeldt
Date: April 3, 2024
Name: Yvonne Hohfeldt
Title: Loss Mitigation Officer

STATE OF Michigan)
COUNTY OF Wayne)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this 3 day of
April, 2024, by (Yvonne Hohfeldt) as (Loss Mitigation Officer) for
(Rocket Mortgage LLC). Said person is: personally known to me or produced sufficient
identification in the form of (_____).

{Insert Notary Seal}



Scott Evelyn
Printed Name: Scott Evelyn
Notary Public
My Commission Expires: 10/14/27

170002 / AGUILAR
ASAP# 4808542

TMLF

AFFIDAVIT OF POSTING

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":

**15815 Timberline Ln
Klamath Falls, OR 97601**

As follows:

On 02/01/2024 at 12:52 PM, 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 86.774 (1)(b)(A).

On 02/06/2024 at 3:35 PM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.774 (1)(b)(B).

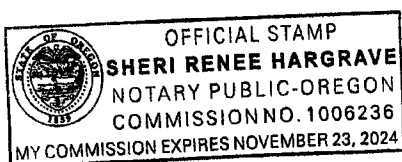
On 02/09/2024 at 2:58 PM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.774 (1)(b)(C).

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

SUBSCRIBED AND SWORN BEFORE ME
this 5th day of March, 2024
by Terry Griffin.

Sheri Hargrave
Notary Public for Oregon

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



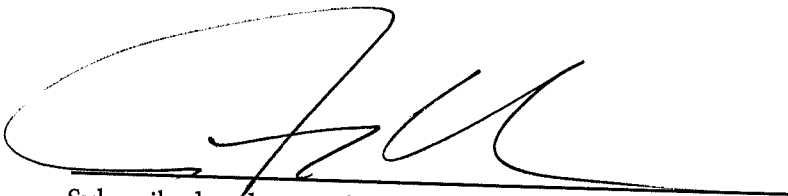
366840

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

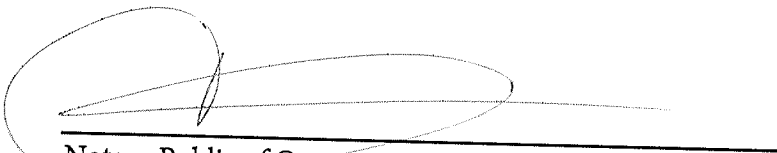
I, Joseph Hudon, General Manager being duly sworn, depose and say that I am the principle clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at 2701 Foothills Blvd, Klamath Falls, OR 97601 in the aforesaid county and state: that I know from my personal knowledge that the Legal # 24051 TS# 170002 15815 Timberline Ln. 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: 02/07/24, 02/14/24, 02/21/24, 02/28/24

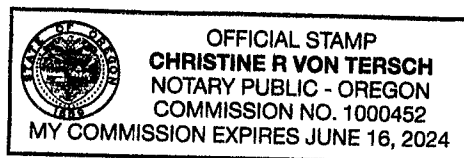
Total Cost: \$3,529.39



Subscribed and sworn by Joseph Hudon before me on: On
28th day of February, in the year of 2024



Notary Public of Oregon
My commission expires June 16, 2024



NOTICE OF DEFAULT AND ELECTION TO SELL

Reference is made to that certain trust deed made by Edward Aguilar, a married man, as grantors, First American Title, as trustee, in favor of Rocket Mortgage, LLC, FKA Quicken Loans, LLC, as beneficiary, dated 10/09/2021 recorded on 10/19/2021, Inst No. 2021-015751 in Book xx Page xx in the records of Klamath County, Oregon, covering the following described real property situated in said County and State, to wit: See: LOT 7 IN BLOCK 5 OF KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON, COMMONLY KNOWN AS: 15815 Timberline Ln, Klamath Falls, OR, 97601 The current beneficiary is Rocket Mortgage, LLC f/k/a Quicken Loans, LLC pursuant to assignment of deed of trust recorded on 09/12/2023 as Inst No. 2023-007960. Prime Recon LLC, Successor Trustee, whose address is 27368 Via Industria, Ste 201 Temecula, CA 92590 hereby certifies that based upon business records there are no known assignments of the trust deed by the trustee or by the beneficiary and no appointments of a successor-trustee have been made except as recorded in the mortgage records of the county or counties in which the above-described real property is situated. Further, that no action, suit or proceeding has been instituted to recover the debt, or any part thereof, now remaining secured by the said trust deed, or, if such action or proceeding has been instituted, such action or proceeding has been dismissed except an action to appoint a receiver pursuant to ORS 86.010, or the foreclosure of another trust deed, mortgage, security agreement or other consensual or nonconsensual security interest or lien securing repayment of this debt. There is a default by the grantor or other person owing an obligation, or by their successor-in-interest, the performance of which is secured by said trust deed with respect to provisions therein which authorize sale in the event of default of such provision; the default for which foreclosure is made is non-payment of the installment of principal and interest which became due 06/01/2023, together with all late charges, advances, interest, insurance, taxes and assessments, if applicable, along with subsequent payments and charges in the total amount of \$12,270.83. By reason of said default, the beneficiary has declared all obligations secured by said trust deed immediately due and payable, said sums being the following, to wit: 1. Principal balance of: \$226,498.51 2. Interest through 01/02/2024 in the amount of \$4,533.43 3. Escrow Advances in the amount of \$1,546.51 4. Total Fees in the amount of \$67,000.5. Total Accumulated Late Charges in the amount of: \$14,772.6. Total NSF Charge Fee in the amount of \$25.00 7. Rec Corp Adv Balance in the amount of \$1,971.23 8. Together with the interest pursuant to the terms of said deed of trust. Notice is hereby given that the beneficiary and trustee, by reason of said default, have elected and do hereby elect to foreclose said trust deed by advertisement and sale pursuant to Oregon Revised Statutes Sections 86.705 to 86.795, and cause to be sold at public auction to the highest bidder for cash funds the interest in the said described property which the grantor had, or had the power to convey, at the time of the execution by him of the trust deed, together with any interest the grantor or his successors in interest acquired after execution of the trust deed to satisfy the obligations secured by said trust deed and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys. Said sale will be held 05/16/2024 at 1:00 PM, Standard of Time as established by Section 187.110 of Oregon Revised Statutes at the following place: At the front entrance to the Klamath County Courthouse located at 316 Main Street Klamath Falls, OR 97601 which is the hour, date and place fixed by the trustee for said sale. Other than as shown of record neither the said beneficiary nor the said trustee has any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the trust deed, or of any successor in interest to the grantor or of any lessee or other persons in possession of or occupying the property, except: Edward Aguilar 15815 Timberline Ln Klamath Falls, OR, 97601 Edward Gilbert Aguilar 15815 Timberline Ln Klamath Falls, OR, 97601 Occupant 15815 Timberline Ln Klamath Falls, OR, 97601 Edward Aguilar PO Box 582 Keno, OR, 97627 Jan Reed-Aguilar, Personal Representative of the Estate of Edward Gilbert Aguilar, Deceased PO Box 582 Keno, OR, 97627 Andrew C. Brandsness Brandsness, Brandsness and Rudd PC c/o Re: Jan Reed-Aguilar, Personal Rep., of Edward Gilbert Aguilar, Deceased 411 Pine St Klamath Falls, OR, 97601 Goodleap, LLC c/o Re: Edward Aguilar PO Box 981440 El Paso, TX, 79998 Goodleap, LLC c/o Re: Edward Aguilar 8781 Sierra College Boulevard Roseville, CA, 95746 Notice is further given that reinstatement or payoff quotes requested pursuant to ORS 86.786 and ORS 86.789 must be timely communicated in a written request that complies with that statute, addressed to the trustee's "reinstatement/Payoffs" - ORS 86.786 either by personal delivery of by first class, certified mail, return receipt requested, to the trustee's address shown below. Due to potential conflicts with federal law, persons having no record legal or equitable interest in the subject property will only receive information concerning the lender's estimated or actual bid. Notice is further given to any person named in ORS 86.778 that the right exists, at any time that is not later than five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by paying to the beneficiary of the entire amount 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 necessary to cure the default by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's fees and attorney fees not exceeding the amounts provided by said ORS 86.778. In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes their respective successors in interest if any. 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 methamphetamine, the chemical components of which are known to be toxic. Prospective purchasers of you are living in is foreclosure. A foreclosure sale is scheduled for 05/16/2024. 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 tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information. 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 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 own 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) 684-3763, Toll-free 1-800-432-8260 Website: <http://www.oregonlawhelp.org> 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. 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 Successor Trustee, Prime Recon LLC and Jason L. Cotton, executes the document on as Successor Trustee as allowed under ORS 85.713(8). Dated: 1/8/2024 Prime Recon LLC By: Jason L. Cotton, Member Attorney OSB#223275 Phone number for the Trustee: (888) 725-4142 A-4808542 02/07/2024, 02/14/2024, 02/21/2024, 02/28/2024

#24051 February 7, 14, 21, 28, 2024

170002 / AGUILAR
ASAP# 4808542

TMLF

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Klamath ss.

I, Terry Griffin, being first duly sworn, depose and say that I am a competent person over the age of 18 years of age or older. On February 13, 2024, I mailed a copy of the Trustee's Notice of Sale, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

OCCUPANT
15815 Timberline Ln
Klamath Falls, OR 97601

This mailing completes service upon an occupant at the above address with an effective date of **02/01/2024** 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 5th day of March, 2024
by Terry Griffin.

Sheri Hargrave
Notary Public for Oregon

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



366040



RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:
Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590

Space Above This Line For Recorder's Use

DECLARATION OF NON-MILITARY SERVICE

Owner(s): **Edward Aguilar**

T.S. No.: **170002**

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, **Edward Aguilar, a married man**, who were the grantors of deed of trust to **First American Title**, as Trustee, in favor of **Rocket Mortgage, LLC. FKA Quicken Loans, LLC.** as Beneficiary, dated **10/09/2021**, recorded **10/19/2021**, in the official records of **Klamath County, Oregon** in as Instrument No. **2021-015751** 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, Prime Recon LLC and Jason L. Cotton, executes the document on behalf of the Successor Trustee as allowed under ORS 86.713(8).

Dated: 1/8/2024

Prime Recon LLC

X

By: Jason L. Cotton, Member Attorney OSB#223275

State of _____ } SS
County of _____

On _____ before me, Lina Sved, a Notary Public in and for said state, personally appeared Devin Ormonde, Authorized Signor 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

Notary Public

(This area for Official Notary Seal)

SEE ATTACHED

California Acknowledgment Form

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 } ss.

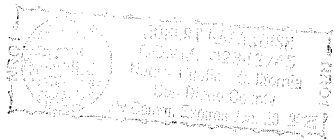
On JANUARY 8, 2024 before me, Robert Kasawdish, Notary Public
(here insert name and title of the officer)
personally appeared JASON L. COTTON

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.

Seal

WITNESS my hand and official seal.



Signature of Notary

Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.
This is not required under California State notary public law.

Document Title: _____ # of Pages: _____

Notes

DECLARATION OF MAILING

Reference No: 170002
Mailing Number: 0000430-01
Type of Mailing: Letter



STATE OF CALIFORNIA }
 } SS
COUNTY OF SAN DIEGO }

I, Aaron Ayala, 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 Prime Recon LLC on 2/1/2024, 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.

February 2 2024 San Diego, California
Date and Location

A. Ayala
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

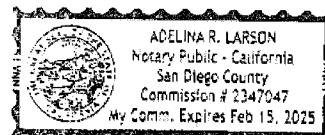
On February 2 2024 before me, Adelina R. Larson, personally appeared Aaron Ayala, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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.: 170002

APN: 490132

Reference is made to that certain deed made by **Edward Aguilar, a married man** as Grantor to **First American Title**, as Trustee, in favor of **Mortgage Electronic Registration Systems, Inc. as designated nominee for Rocket Mortgage, LLC. FKA Quicken Loans, LLC.** as Beneficiary, dated **10/09/2021**, recorded **10/19/2021**, in the official records of **Klamath County, Oregon** as Instrument No. **2021-015751** in Book **xx**, Page **xx** covering the following described real property situated in said County and State, to wit:

LOT 7 IN BLOCK 5 OF KLAMATH RIVER ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: **15815 Timberline Ln, Klamath Falls, OR 97601**

The current beneficiary is **Rocket Mortgage, LLC f/k/a Quicken Loans, LLC** pursuant to assignment of deed of trust recorded on **9/12/2023** as Inst No. **2023-007960** 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 **06/01/2023** 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: **\$226,498.51**;
2. Interest through **1/2/2024** in the amount of: **\$4,533.43**
3. Escrow Advances in the amount of: **\$1,546.51**
4. Total fee in the amount of: **\$67.00**
5. Total Accumulated Late Charges in the Amount of: **\$147.72**
6. Total NSF Charge in the amount of: **25.00**
7. Rec Corp Adv Balance in the amount of **\$1,971.23**
8. Together with the interest thereon at the rate **2.9900000%** 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 **\$226,498.51** together with the interest thereon at the rate **2.9900000%** per annum from **05/01/2023** 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 **05/16/2024** at the hour of **1:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **front entrance of the Courthouse, 316 Main Street Klamath Falls, 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 Prime Recon 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 05/16/2024 (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.

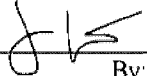
Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service.

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

Dated: 1/30/24

Prime Recon LLC

X 
By: Jason L. Cotton Managing Attorney

Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590

Phone number for the Trustee: (888) 725-4142

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 **15815 Timberline Ln**

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 1/2/2024 to bring your mortgage loan current was \$ 12,270.83. 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 1-888-452-8179 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:

Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590

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

05/16/2024, 1:00 PM

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 Rocket Mortgage at 1-888-452-8179 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, Prime Recon LLC, has authorized the undersigned attorney to execute the document on behalf of the Successor Trustee as allowed under ORS 86.713(9).

Dated: 1/30/2024

Prime Recon LLC

By: 
Jason L. Cotton, Managing Attorney

Trustee telephone number: 1-971-270-1230

Exhibit A to Declaration of Mailing

Postal Class:	First Class	
Mail Date:	02/01/2024	Sender: Prime Recon LLC
Type of Mailing:	Letter	27368 Via Industria Ste 201
Attachment:	0000430-01 000 0201WEB PrimeRecon	Temecula CA 92590
0	(11)9690024869045708 Andrew C. Brandsness Brandsness, Brandness & Rudd PC c/o Re: Jan Reed-Aguilar, Personal Rep., of Edward Gilbert Aguilar, Deceased 411 Pine St Klamath Falls, OR 97601	
1	(11)9690024869045890 Edward Aguilar 15815 Timberline Ln Klamath Falls, OR 97601	
2	(11)9690024869046033 Edward Aguilar PO Box 582 Keno, OR 97627	
3	(11)9690024869046248 Edward Gilbert Aguilar 15815 Timberline Ln Klamath Falls, OR 97601	
4	(11)9690024869046460 Goodleap, LLC c/o Re. Edward Aguilar 8781 Sierra College Boulevard Roseville, CA 95746	
5	(11)9690024869046675 Goodleap, LLC c/o Re. Edward Aguilar PO Box 981440 El Paso, TX 79998	
6	(11)9690024869046873 Jan Reed-Aguilar, Personal Representative of the Estate of Edward Gilbert Aguilar, Deceased 15815 Timberline Ln Klamath Falls, OR 97601	
7	(11)9690024869047061 Jan Reed-Aguilar, Personal Representative of the Estate of Edward Gilbert Aguilar, Deceased PO Box 582 Keno, OR 97627	
8	(11)9690024869047276 Occupant 15815 Timberline Ln Klamath Falls, OR 97601	

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret	Sender: Prime Recon LLC
Mail Date:	02/01/2024	27368 Via Industria Ste 201
Type of Mailing:	Letter	Temecula CA 92590
Attachment:	0000430-01 000 0201WEB PrimeRecon	
0	71969002484081966909 Andrew C. Brandsness Brandsness, Brandness & Rudd PC c/o Re: Jan Reed-Aguilar, Personal Rep., of Edward Gilbert Aguilar, Deceased 411 Pine St Klamath Falls, OR 97601	
1	71969002484081967104 Edward Aguilar 15815 Timberline Ln Klamath Falls, OR 97601	
2	71969002484081967210 Edward Aguilar PO Box 582 Keno, OR 97627	
3	71969002484081967395 Edward Gilbert Aguilar 15815 Timberline Ln Klamath Falls, OR 97601	
4	71969002484081967494 Goodleap, LLC c/o Re. Edward Aguilar 8781 Sierra College Boulevard Roseville, CA 95746	
5	71969002484081967548 Goodleap, LLC c/o Re. Edward Aguilar PO Box 981440 El Paso, TX 79998	
6	71969002484081967555 Jan Reed-Aguilar, Personal Representative of the Estate of Edward Gilbert Aguilar, Deceased 15815 Timberline Ln Klamath Falls, OR 97601	
7	71969002484081967562 Jan Reed-Aguilar, Personal Representative of the Estate of Edward Gilbert Aguilar, Deceased PO Box 582 Keno, OR 97627	
8	71969002484081967579 Occupant 15815 Timberline Ln Klamath Falls, OR 97601	