2024-009426

Klamath County, Oregon 10/29/2024 02:25:01 PM

Fee: \$202.00

# RECORDING COVER SHEET Pursuant to ORS 205.234

### After recording return to:

ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 Phone: (503) 946-6558 TS NO.: 24-68823

- 1. AFFIDAVIT OF MAILING (s)
- 2. AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
- 3. TRUSTEE'S NOTICE OF SALE & DANGER NOTICE
- 4. PROOF OF SERVICE
- 5. AFFIDAVIT OF PUBLICATION

Original Grantor(s) on Trust Deed: JAMES E HARTNETT;

#### Beneficiary:

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

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

## AFFIDAVIT OF MAILING



ZBS Law, LLP			
Mailing Number	r 0176320-01		
T.S. No.:	24-68823		
Loan No.:			<b>\</b>
STATE OF California COUNTY OF San Diego	}		
County at 9620 Ridgehave that on 7/5/2024, (s)he ca	gnature appears below, states that (s)he is over Court, Suite A, San Diego, CA 92123; by aused to be mailed copies of the document title class mail with postage prepaid, and that such Exhibit "A".	y iMailTracking, LLC acting on be led <u>Notice of Sale and Tenan</u>	chalf of ZBS Law, LLP and nt Notice via certified or
Additional Services provi	ided during the production of this mail order (	(if any):	
None		. ( 17	
I declare under penalty of	f perjury that the foregoing is true and correct		
X Aaron Ayala	<u>ک</u>		1
	officer completing this certificate verifies only ttached, and not the truthfulness, accuracy, o		signed the document to
STATE OF CALIFORNIA COUNTY OF SAN DIEGO		_(()	
to the within instrument	no proved to me on the basis of satisfactory e and acknowledged to me that he/she/they e signature(s) on this instrument the person(s)	evidence to be the person(s) whose executed the same in his/her/their a	uthorized capacity(ies),
I certify under PENALTY C	OF PERJURY under the laws of the State of Cal	lifornia that the foregoing paragrap	h is true and correct.
WITNESS my hand and of	ficial seal.	/	
Signature	M	(Seal) Notary Pu	IA R. LARSON bitc - California lego County Sion # 2347047

Postal Class: First Class Mail Date: 07/05/2024 Type of Mailing: ORNTS

Attachment:

30 Corporate Park Drive, Suite 450 0176320-01 000 20240705 Zieve000336 Irvine CA 92606

2 (11)9690024878303554 SOLAR MOSAIC LLC

601 12TH ST. SUITE 325

OAKLAND, CA 94607

(11)9690024878303578 4

CALIBER HOME LOANS, INC. 1525 S. BELT LINE RD. COPPELL, TX 75019

(11)9690024878303592 6

LIEN SOLUTIONS P.O. BOX 29071

GLENDALE, CA 91209-9071

8 (11)9690024878303615

C T CORPORATION SYSTEM, AS REGISTERED AGENT FOR SOLAR MOSAIC LLC 780 COMPORTAL ST SE STE 100

SALEM, OR 97301-3465

10 (11)9690024878303646

C T CORPORATION SYSTEM, AS REGISTERED AGENT FOR CALIBER HOME LOANS, INC.

Sender: ZBS Law, LLP

780 COMMERCIAL ST SE STE 100

SALEM, OR 97301-3465

Electronic - Ret Postal Class: Mail Date: 07/05/2024

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606 Type of Mailing: **ORNTS** 

0176320-01 000 20240705 Zieve000336 Attachment:

> 71969002484085681464 SOLAR MOSAIC LLC 1

601 12TH ST. SUITE 325

OAKLAND, CA 94607

3 71969002484085681471

CALIBER HOME LOANS, INC. 1525 S. BELT LINE RD. COPPELL, TX 75019

5 71969002484085681495

LIEN SOLUTIONS P.O. BOX 29071

GLENDALE, CA 91209-9071

7 71969002484085681518

C T CORPORATION SYSTEM, AS REGISTERED AGENT FOR SOLAR MOSAIC LLC 780 COMMERCIAL ST SE STE 100 SALEM, OR 97301-3465

9 71969002484085681525

C T CORPORATION SYSTEM, AS REGISTERED AGENT FOR CALIBER HOME LOANS, INC.

780 COMMERCIAL ST SE STE 100

SALEM, OR 97301-3465

## AFFIDAVIT OF MAILING



ZBS Law, LLP			
Mailing Number	0176321-01		
T.S. No.:	24-68823		
Loan No.:			
STATE OF California COUNTY OF San Diego	}		
County at 9620 Ridgehave that on 7/5/2024, (s)he ca via certified or registered	nature appears below, states that (s)he is en Court, Suite A, San Diego, CA 92123; used to be mailed copies of the document mail and first class mail with postage pre- in(s) in attached Exhibit "A".	by iMailTracking, LLC acting on t titled Notice of Sale, Tens	behalf of ZBS Law, LLP and ant Notice and Danger Notice
Additional Services provide	ded during the production of this mail orde	er (if any):	
None		. ( 17	<b>&gt;</b>
I declare under penalty of	perjury that the foregoing is true and corre	set.	
X Agron Ayala	مند		. 1
	fficer completing this certificate verifies o tached, and not the truthfulness, accuracy		o signed the document to
STATE OF CALIFORNIA COUNTY OF SAN DIEGO			7 )
to the within instrument a and that by his/her/their s executed the instrument.	o proved to me on the basis of satisfactor and acknowledged to me that he/she/they signature(s) on this instrument the person	y executed the same in his/her/their n(s), or the entity upon behalf of whi	authorized capacity(ies), ch the person(s) acted,
WITNESS my hand and off	F PERJURY under the laws of the State of (	california that the foregoing paragra	aprilis true and correct.
Signature	aff		ADELINA R. LARSON Notary Public - California San Diego County Commission # 2347047 Comm. Expires Feb 13, 2025

Postal Class: Mail Date: Type of Mailing: Attachment:

First Class 07/05/2024 OROCC 0176321-01 000 20240705 Zieve000336

2

(11)9690024878303660 OCCUPANT 6338 KATIE LN KLAMATH FALLS, OR 97603-7151

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606



Postal Class: Mail Date: Type of Mailing: Attachment: Electronic - Ret 07/05/2024 OROCC 0176321-01 000 20240705 Zieve000336

1

71969002484085681549 OCCUPANT 6338 KATIE LN KLAMATH FALLS, OR 97603-7151

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606



## **AFFIDAVIT OF MAILING**



ZBS Law, LLP			
Mailing Number	0176322-01		
T.S. No.:	24-68823		
Loan No.:			
STATE OF California COUNTY OF San Diego	}		
County at 9620 Ridgehave that on 7/5/2024, (s)he can	en Court, Suite A, San Diego, CA used to be mailed copies of the doc lass mail with postage prepaid, and	92123; by iMailTracking, cument titled Notice	thteen (18) years; is employed in San Dieg LLC acting on behalf of ZBS Law, LLP an of Sale and Tenant Notice via certified o led and deposited in the mail and addressed t
Additional Services provide	ded during the production of this m	ail order (if any):	
None			1
I declare under penalty of	perjury that the foregoing is true a	nd correct.	_/
X Aaron Ayala	ننه		
		<b>\</b>	- 1
	fficer completing this certificate ve tached, and not the truthfulness, a		e individual who signed the document to document.
STATE OF CALIFORNIA COUNTY OF SAN DIEGO	$\wedge \vee$		()
On July 8 2024		Adelina R. Larson	
to the within instrument a	and acknowledged to me that he/s	he/they executed the same	person(s) whose name(s) is/are subscribed in his/her/their authorized capacity(ies), on behalf of which the person(s) acted,
I certify under PENALTY O	F PERJURY under the laws of the S	tate of California that the fo	regoing paragraph is true and correct.
WITNESS my hand and off	icial seal.		
Signature	- All	(Seal)	ADELINA R. LARSON Notary Public - California San Diego County Commission # 2347047 My Comm. Expires Feb 15, 2025

Postal Class: Mail Date: First Class 07/05/2024 Type of Mailing: Attachment: ORRES

0176322-01 000 20240705 Zieve000336

2

(11)9690024878303691 RESIDENTIAL TENANTS 6338 KATIE LN

KLAMATH FALLS, OR 97603-7151

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

Electronic - Ret 07/05/2024 ORRES Postal Class: Mail Date: Type of Mailing: Attachment:

0176322-01 000 20240705 Zieve000336

71969002484085681563 RESIDENTIAL TENANTS 6338 KATIE LN KLAMATH FALLS, OR 97603-7151

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

## **AFFIDAVIT OF MAILING**



ZBS Law, LLP			
Mailing Number	0176323-01		
T.S. No.:	24-68823		
Loan No.:			
STATE OF California COUNTY OF San Diego	}		
County at 9620 Ridgehave that on 7/5/2024, (s)he cavia certified or registered	nature appears below, states that (s)he en Court, Suite A, San Diego, CA 9212: used to be mailed copies of the docume mail and first class mail with postage prints) in attached Exhibit "A".	3; by iMailTracking, LLC ent titled <u>Notice of</u>	acting on behalf of ZBS Law, LLP an Sale, Tenant Notice and Danger Notice
Additional Services provide	ded during the production of this mail or	der (if any):	1
None		•. (	1 4
I declare under penalty of	perjury that the foregoing is true and cor	πect.	/
X Aaron Ayala	<u> </u>	11	. 1
	fficer completing this certificate verifies tached, and not the truthfulness, accura		
STATE OF CALIFORNIA COUNTY OF SAN DIEGO			
to the within instrument a and that by his/her/their s executed the instrument.	before me,	ey executed the same in his on(s), or the entity upon be	/her/their authorized capacity(ies), half of which the person(s) acted,
WITNESS my hand and off		ノ	
Signature		(Seal)	ADELINA R. LARSON Notary Public - California San Diego County Commission # 2347047 My Comm. Expires Feb 15, 2025

Postal Class: Mail Date: First Class 07/05/2024 Type of Mailing: Attachment: **ORNTSHO** 

0176323-01 000 20240705 Zieve000336

2

(11)9690024878303738 JAMES HARTNETT AKA JAMES E. HARTNETT

6338 KATIE LN

KLAMATH FALLS, OR 97603-7151

(11)9690024878303745 4

JAMES HARTNETT AKA JAMES E. HARTNETT

6338 KATIE LN KLAMATH FALLS, OR 97603

6

(11)9690024878303776 JAMES HARTNETT AKA JAMES E. HARTNETT

6338 KATIE LANE

KLAMATH FALLS, OR 97603

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450

Irvine CA 92606

Postal Class: Electronic - Ret Mail Date: 07/05/2024 Type of Mailing: **ORNTSHO** 

Attachment: 0176323-01 000 20240705 Zieve000336

71969002484085681587

JAMES HARTNETT AKA JAMES E. HARTNETT

6338 KATIE LN

KLAMATH FALLS, OR 97603-7151

3 71969002484085681600

JAMES HARTNETT AKA JAMES E. HARTNETT 6338 KATIE LN

KLAMATH FALLS, OR 97603

5 71969002484085681617

JAMES HARTNETT AKA JAMES E HARTNETT 6338 KATIE LANE

KLAMATH FALLS, OR 97603

Sender: ZBS Law, LLP

30 Corporate Park Drive, Suite 450

Irvine CA 92606

#### RECORDING COVER SHEET FOR NOTICE OF SALE PROOF OF COMPLIANCE PER ORS 205.234

#### Original Beneficiary Name:

Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for CALIBER HOME LOANS, INC., beneficiary of the security instrument, its successors and assigns

#### **Current Beneficiary Name:**

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING

#### **Trustor Name:**

JAMES E HARTNETT;

#### **Original Trustee Name:**

AMERITITLE, INC.

### Original trust deed recorded:

9/16/2022, as Instrument No. 2022-011247

TS NO. 24-68823

#### After recording return to:

ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 (503) 946-6558

RECORDING COVER SHEET

#### TRUSTEE'S NOTICE OF SALE

TS NO.: 24-68823

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JAMES E HARTNETT; as Grantor to AMERITITLE, INC., as trustee, in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for CALIBER HOME LOANS, INC., beneficiary of the security instrument, its successors and assigns, as Beneficiary, dated 9/15/2022, recorded 9/16/2022, as Instrument No. 2022-011247, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit:

LOT 14 PLEASANT VISTA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be:

6338 KATIE LN

KLAMATH FALLS, OREGON 97603-7151

The Tax Assessor's Account ID for the Real Property is purported to be: 884686 / 3909-001BD-03200

Both the beneficiary and the trustee, ZBS Law, LLP have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

The monthly installment of principal and interest which became due on 12/1/2023, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The amount required to cure the default in payments to date is calculated as follows:

From: 12/1/2023

Total of past due payments: \$15,281.04

Late Charges: \$77.38

Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$2,529.50

Trustee's Fees and Costs: \$680.00 Total necessary to cure: \$18,567.92

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee ZBS Law, LLP, to obtain a "reinstatement' and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: \$269,612.92

Said sale shall be held at the hour of 1:00 PM on 11/14/2024 in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

#### Front Steps of the Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601

Other than as shown of record, neither the said beneficiary nor the said trustee have 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(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except: **NONE** 

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 sale, to have this foreclosure proceeding dismissed and the Trust Deed 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(s) of the Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

The mailing address of the trustee is: ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 (503) 946-6558

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 said trust deed, the words "trustee" and 'beneficiary" include 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 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.

Dated: 7/2/2024

ZBS Law, LLP

Amber L. Labrecque, Esq., OSB/094593

ZBS Law, LLP

Authorized to sign on behalf of the trustee

NOTICE:

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

TS NO.: 24-68823

This notice is about your mortgage loan on your property at: 6338 KATIE LN KLAMATH FALLS, OREGON 97603-7151

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 to pay as of 7/11/2024 to bring your mortgage loan current was \$18,567.92. (See enclosed Notice of Sale for additional details regarding this amount.) 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 (503) 946-6558 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:

ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 (503) 946-6558

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

Sale Date: 11/14/2024 Time: 1:00 PM

Place: Front Steps of the Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR

97601

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

- 1. You can pay the amount past due or correct any other default, up to five days before the sale.
- 2. You can refinance or otherwise pay off the loan in full anytime before the sale.
- 3. You can call NewRez LLC, D/B/A Shellpoint Mortgage Servicing at 800-365-7107 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 800-SAFENET (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 <a href="http://www.oregonlawhelp.org">http://www.oregonlawhelp.org</a>. 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. If you wish to claim protection under the Servicemembers Civil Relief Act, please provide this office with your name and social security number so we can verify such protections.

**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 questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 7/2/2024

Trustee Signature:

Trustee Name: ZBS Law, LLP

Amber L. Labrecque, Esq., OSB#094593

ZBS Law, LLP

Authorized to sign on behalf of the trustee Trustee telephone number: 503-946-6558

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 11/14/2024. 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 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.

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:

- $\bullet$  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.

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.

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 (Application of security deposit or prepaid rent after notice of foreclosure). 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.

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.

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636 Legal Aid Services of Oregon: 1-800-520-5292

### LESZIEVE

## AFFIDAVIT OF POSTING

STATE OF OREGON County of Klamath

SS.

1, 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; Notice to Residential Tenants upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

#### 6338 Katie Lane Klamath Falls, OR 97603

#### As follows:

On 07/08/2024 at 12:06 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 07/10/2024 at 1:42 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 07/13/2024 at 11:02 AM, 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 9 day of August by Terry Griffin.

> OFFICIAL STAMP SHERI RENEE HARGRAVE NOTARY PUBLIC-OREGON COMMISSION NO. 1006236 MY COMMISSION EXPIRES NOVEMBER 23, 2024

Terry Griffin

Nationwide Process Service, Inc. 315 W Mill Plain Blvd., Suite 206

Vancouver, WA 98660

(503) 241-0636

## **LESZIEVE**

## 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 July 13, 2024, I mailed a copy of the Trustee's Notice of Sale; Notice to Residential Tenants, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.774(1)(b)(C).

The envelope was addressed as follows:

### **OCCUPANT** 6338 Katie Lane Klamath Falls, OR 97603

This mailing completes service upon an occupant at the above address with an effective date of **07/08/2024** as calculated pursuant to ORS 86.774 (1)(c).

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

by Terry Griffin.

Public for Orego

Terry Griffin

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OFFICIAL STAMP SHERI RENEE HARGRAVE

NOTARY PUBLIC-OREGON COMMISSION NO. 1006236

MY COMMISSION EXPIRES NOVEMBER 23, 2024

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

I, Heather Boozer, Advertising Specialist 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 # 24402 TS#2468823 6338 Katie Lane 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: 08/28/24, 09/04/24, 09/11/24, 09/18/24

Total Cost: \$1,628.61

Subscribed and sworn by Heather Boozer before me on:

On 18th day of September, in the year of 2024

Notary Public of Oregon

My commission expires June 6, 2028



#### TRUSTEE'S NOTICE OF SALE

TS NO.: 24-68823 Reference is made to that certain Deed of Trust (hereinather referred as the Trust Deed) made by JAMES E HARTNETT; as Grantot to AMERITITE INC. as trustee, in favor of Mortgage Electronic Registration Systems, inc. ("MERS"), as designated nominee for CAL-IBER HOME LOANS, INC., beneficiary of the security instrument, its successors and assigns, as Beneficiary, dates 9/15/2022, recorded 9/16/2022, as instrument No. 2022-011247, in mortgage records of Klamath Country, Oregon covering the following described real property situated ACCORDNIA of TO THE OFFICIAL, PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH ACCORDNIAY, OREGON. The street address or other common designation, if any for the real property described above is purported to be; 6338 KATIE LN KLAMATH FALLS, OREGON 97603-7151 The Tax Assessor's Account 10 for the Real Property is purported to be; 8638 KATIE LN KLAMATH FALLS, OREGON 97603-7151 The Tax Assessor's Account 10 for the Real Property is purported to be; 8638 KATIE LN KLAMATH FALLS, OREGON 97603-7151 The Tax Assessor's Account 110 for the Real Property is purported to be; 8638 KATIE LN KLAMATH FALLS, OREGON 97603-7151 The Tax Assessor's Account 110 for the Real Property is purported to be; 8638 KATIE LN KLAMATH FALLS, OREGON 97603-7151 The Tax Assessor's Account 110 for the Real Property is purported to be; 8638 KATIE LN KLAMATH FALLS, OREGON 97603-7151 The Tax Assessor's Account 110 for the Real Property is purported to foreclose the above referenced Trust Deed and solice of Default and Election to Sell has been recorded pursuant 6. ORS 86.752(3), All right, title, and interest in the said described property which the grantons had or had power to convey at the rest of the Account of the Trust Deed and the exposed purporty which the grantons had or had power to convey at the rest of the Account of the Trust Deed and the exposed property which the grantons had been property as a second property and the purporty and the purporty and the purporty and the purporty and t