2024-010059

Klamath County, Oregon

11/18/2024 03:28:01 PM

Fee: \$217.00

# 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.: 24-67751

- 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: JESSALYN NICHOLE RIGGINS

#### 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	0174460-01					
T.S. No.:	24-67751					
Loan No.:						
STATE OF California COUNTY OF San Diego	}					
County at 9620 Ridgehav that on 5/23/2024, (s)he ovia certified or registered	en Court, Suite A, San Die aused to be mailed copies	go, CA 92123; by of the document t ith postage prepai	iMailTracking, itledNoti	thteen (18) years; is employed in San Dieg LLC acting on behalf of ZBS Law, LLP ar ce of Sale, Tenant Notice and Danger Notic invelope was sealed and deposited in the ma		
Additional Services provi	ded during the production	of this mail order (	if any):			
None		- 67		1 7		
I declare under penalty of	perjury that the foregoing	is true and correct.	1			
X. Q. Quality		X		_ \		
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				$\langle () \rangle$		
to the within instrument and that by his/her/their executed the instrument.	o proved to me on the bas and acknowledged to me t signature(s) on this instrur	hat he/she/they ex nent the person(s)	vidence to be the secuted the same , or the entity upo	person(s) whose name(s) is/are subscribed in his/her/their authorized capacity(ies), on behalf of which the person(s) acted,		
WITNESS my hand and of	1	or the State of Cal	ifornia that the fo	regoing paragraph is true and correct.		
Signature	A		(Seal)	ADELINA R. LARSON Notary Public - California San Diego County Commission # 2147047		

Postal Class: Mail Date: Type of Mailing: Attachment: Electronic - Ret 05/23/2024 OROCC 0174460-01 000 20240523 Zieve000336

1

71969002484084577553 Occupant 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

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



## **AFFIDAVIT OF MAILING**



ZBS Law, LLP					
Mailing Number 0174461-01					
T.S. No.: 24-67751					
Loan No.:					
STATE OF California } COUNTY OF San Diego					
The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and that on 5/23/2024, (s)he caused to be mailed copies of the document titled Notice of Sale and Tenant Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A".					
Additional Services provided during the production of this mail order (if any):					
None					
I declare under penalty of perjury that the foregoing is true and correct.					
X Aron Ayala Aron Ayala					
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 May 24 2024 before me, Adelina R. Larson personally appearedAaron 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)  ADELINA R. LARSON Notary Public - California San Diego County Commission # 2347047 My Comm. Expires Feb 15, 2025					

Postal Class: Mail Date: First Class 05/23/2024 Type of Mailing: Attachment:

ORRES 0174461-01 000 20240523 Zieve000336

2

(11)9690024875701506 Residential Tenants 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

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



Postal Class: Mail Date: Electronic - Ret 05/23/2024 Type of Mailing: Attachment:

ORRES 0174461-01 000 20240523 Zieve000336

1

71969002484084577577 Residential Tenants 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

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



## **AFFIDAVIT OF MAILING**



ZBS Law, ELP
Mailing Number 0174462-01
T.S. No.: 24-67751
Loan No.:
STATE OF California } COUNTY OF San Diego
The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Dieg County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP an that on 5/23/2024, (s)he caused to be mailed copies of the document titled Notice of Sale, Tenant Notice and Danger Notic via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the ma and addressed to the person(s) in attached Exhibit "A".
Additional Services provided during the production of this mail order (if any):
None
I declare under penalty of perjury that the foregoing is true and correct.
X Aaron Ayala
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 May 24 2024 before me, Adelina R. Larson personally
appearedAaron 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)  ADELINA R. LARSON Notary Public - California San Diego County Commission # 2347047 My Comm. Expires Feb 15, 2025

Postal Class: First Class Mail Date: 05/23/2024

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606 ORNTSHO 0174462-01 000 20240523 Zieve000336 Type of Mailing:

Attachment:

2

(11)9690024875701568 JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS

1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

4

(11)9690024875701629 SPOUSE OF JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

Electronic - Ret 05/23/2024 Postal Class: Mail Date: **ORNTSHO** 

Type of Mailing: Attachment: 0174462-01 000 20240523 Zieve000336

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

1

71969002484084577591 JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

3

71969002484084577621 SPOUSE OF JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS 1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

# **AFFIDAVIT OF MAILING**



ZBS Law, LLP			
Mailing Number (	)177636-01		
T.S. No.: 2	24-67751		
Loan No.:			<b>\</b>
STATE OF California COUNTY OF San Diego	}		
County at 9620 Ridgehaver that on 8/5/2024, (s)he caus	ature appears below, states that (s)he is a Court, Suite A, San Diego, CA 92123; I sed to be mailed copies of the document tiss mail with postage prepaid, and that such this think the control of the court of the c	by iMailTracking, LLC acting on behitled Notice of Sale and Tenant	nalf of ZBS Law, LLP and Notice via certified or
Additional Services provide	ed during the production of this mail order	· (if any):	
None		. ( 4.	
I declare under penalty of p	erjury that the foregoing is true and correct	p.	
X O. Out	<u>Dr</u>		4
			. 1
	icer completing this certificate verifies on sched, and not the truthfulness, accuracy,		gned the document to
STATE OF CALIFORNIA COUNTY OF SAN DIEGO			
On <u>August 6 2024</u>		Adelina R. Larson	personally
	proved to me on the basis of satisfactory a cknowledged to me that he/she/they		
	gnature(s) on this instrument the person(		
I certify under PENALTY OF	PERJURY under the laws of the State of C	alifornia that the foregoing paragraph	is true and correct.
WITNESS my hand and office	ial seal.	,	
Signature		(Seal)  ADELINA R. Notary Public San Diego Commission My Comm. Expire	- Cailfornia

First Class 08/05/2024 Postal Class: Mail Date:

Type of Mailing: Attachment: **ORNTS** 

0177636-01 000 20240805 Zieve000336

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

(11)9690024880404096 WELLS FARGO BANK, N.A. 2

101 N. OHILLIPS AVENUE SIOUX FALLS, SD 57104

(11)9690024880404133 4

CORPORATION SERVICE COMPANY, AS REGISTERED AGENT FOR WELLS FARGO BANK, N.A. 1127 BROADWAY STREET NE STE 310 SALEM, OR 97301

6

(11)9690024880404171 WELLS FARGO BANK, N.A. C/O BRADLEY G. NYKAMP 5383 S 900 E STE 206

SALT LAKE CITY, UT 84117

Electronic - Ret 08/05/2024 Postal Class: Mail Date:

1

**ORNTS** 

Type of Mailing: Attachment: 0177636-01 000 20240805 Zieve000336 Sender: ZBS Law, LLP

30 Corporate Park Drive, Suite 450

Irvine CA 92606

71969002484086514433 WELLS FARGO BANK, N.A. 101 N. OHILLIPS AVENUE

SIOUX FALLS, SD 57104

3 71969002484086514457

CORPORATION SERVICE COMPANY, AS REGISTERED AGENT FOR WELLS FARGO BANK, N.A. 1127 BROADWAY STREET NE STE 310

SALEM, OR 97301

5

71969002484086514471 WELLS FARGO BANK, N.A. C/O BRADLEY G. NYKAMP

5383 S 900 E STE 206 SALT LAKE CITY, UT 84117

#### 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:**

JESSALYN NICHOLE RIGGINS

#### Original Trustee Name:

AMERITITLE, INC.

#### Original trust deed recorded:

11/19/2021, as Instrument No. 2021-017378

TS NO. 24-67751

#### 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.: 24-67751

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JESSALYN NICHOLE RIGGINS 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 11/18/2021, recorded 11/19/2021, as Instrument No. 2021-017378, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit:

A PORTION OF LOT 4, BLOCK 12, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, IN THE COUNTY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 12, HOT SPRING ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 51.6 FEET TO THE CENTER, OF A DRIVEWAY; THENCE SOUTH AT RIGHT ANGLES TO CANBY STREET, A DISTANCE OF 121 FEET; THENCE EAST TO THE WEST LINE OF THE ALLEY RUNNING THROUGH SAID BLOCK 12; THENCE FOLLOWING THE WESTERLY LINE OF SAID ALLEY IN A NORTHEASTERLY DIRECTION TO THE POINT OF BEGINNING.

The street address or other common designation, if any for the real property described above is purported to be: 1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

The Tax Assessor's Account ID for the Real Property is purported to be: 3809-029DD-03200 / 371528

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 7/1/2023, 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: 7/1/2023

Total of past due payments: \$10,203.54

Late Charges: \$164.05

Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$2,008.50

Unapplied Balance: (\$472.50) Trustee's Fees and Costs: \$873.50 Total necessary to cure: \$12,777.09 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: \$153,305.72

Said sale shall be held at the hour of 1:00 PM on 10/3/2024 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: 5/17/2024

ZBS Law, LLP

Dîrk Schouten, OSB#115153

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.: 24-67751

This notice is about your mortgage loan on your property at: 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

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 5/22/2024 to bring your mortgage loan current was \$12,777.09. (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: 10/3/2024 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: 5/17/2024

Trustee Signature: <

Trustee Name: ZBS Law, LLP

Dirk Schouten, OSB#115153

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 10/3/2024. 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:

- 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 SERVICE

STATE OF OREGON County of Klamath

SS.

I, Dawn Becker, 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**":

#### 1436 Canby St Klamath Falls, OR 97601

By delivering such copy, personally and in person to "Jane Doe", at the above Property Address on June 01, 2024 at 11:58 AM.

On 05/24/2024 at 2:36 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 86.750 (1)(b)(A).

On 05/29/2024 at 10:43 AM, 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 86.750 (1)(b)(B).

The effective date of service upon an occupant at the Property Address is 05/24/2024 as calculated pursuant to ORS 86.750 (1)(c).

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

SUBSCRIBED AND SWORN BEFORE ME this 20 day of June, 20 24

OFFICIAL STAMP ALISA MARILYN GAILEY

NOTARY PUBLIC - OREGON
COMMISSION RO. 1034446
MY COMMISSION EXPIRES MARCH 14, 2027

by Dawn Becker.

Notary Public for Oregon

Č.

Dawn Becker

Nationwide Process Service, Inc.

300 Century Tower 1201 SW 12th Avenue Portland, OR 97205 (503) 241-0636





# 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 # 24407 TS#2467751 1436 Canby St a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues: 08/31/24, 09/07/24, 09/14/24, 09/21/24

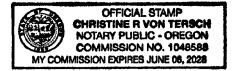
Total Cost: \$1,782.79

Subscribed and sworn by Heather Boozer before me on:

On 24th 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.: 24-67751 Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by JESSA-LYN NICHOLE RIGGINS 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 11/18/2021, recorded 11/19/2021, as Instrument No. 2021-017378, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit: A PORTION OF LOT 4, BLOCK 12, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 4, BLOCK 12, HOT SPRING ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, RUNNING THENCE WEST ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 51.6 FEET TO THE CENTER, OF A DRIVEWAY; THENCE SOUTH AT RIGHT ANGLES TO CANBY STREET, A DISTANCE OF 121 FEET; THENCE EAST TO THE WEST LINE OF THE ALLEY RUNNING THROUGH SAID BLOCK 12; THENCE FOLLOWING THE WESTERLY LINE OF SAID ALLEY IN A NORTHEASTERLY DIRECTION TO THE POINT OF BEGINNING. The street address or other common designation. If any for the real property described above is runnovered to be 1436 CAMBY. The street address or other common designation, if any for the real property described above is purported to be: 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510 The Tax Assessor's Account ID for the Real Property is purported to be: 3809-029DD-03200 / 371528 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 7/1/2023, late charges, and all subsequent monthly installments ly installment of principal and interest which became due on 7/1/2023, 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: 7/1/2023 Total of past due payments: \$10,203.54 Late Charges: \$164.05 Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$2,008.50 Unapplied Balance: (\$472.50)Trustee's Fees and Costs: \$873.50 Total necessary to cure: \$12,777.09 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 orior 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: \$153,305.72 Said sale shall be held at the hour of 1:00 PM on 10/3/2024 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 die 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, LLP5 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 OR 97030 (503) 940-5050 in constraing this natice, the mascume general includes the remainer and the heater, the singular 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 &Isquo; 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: 5/17/2024 ZBS Law, LLP By: Dirk Schouten, OSB#115153 ZBS Law, LLP Authorized to sign on behalf of the trustee A-4817817 07/17/2024, 07/24/2024, 07/31/2024, 08/07/2024 #24407 August 31, September 7, 14, 21, 2024

# **AFFIDAVIT OF MAILING**



ZBS Law, LLP			
Mailing Number	0178716-01		
T.S. No.:	24-67751		
Loan No.:			
STATE OF California COUNTY OF San Diego	}		
County at 9620 Ridgehave that on 8/30/2024. (s)he ca	en Court, Suite A, San Diego, CA 92123; becaused to be mailed copies of the document to class mail with postage prepaid, and that su	y <b>iMailTrackin</b> itled Noti	eighteen (18) years; is employed in San Diego g, LLC acting on behalf of ZBS Law, LLP and ce of Sale Postponement Letter via certified s sealed and deposited in the mail and addressed
Additional Services provide	ded during the production of this mail order	(if any):	- 1
None		. L	1 4
I declare under penalty of	perjury that the foregoing is true and correc	L.	
X Aaron Ayala			_ \
	fficer completing this certificate verifies on tached, and not the truthfulness, accuracy,		the individual who signed the document to it document.
STATE OF CALIFORNIA COUNTY OF SAN DIEGO	$\sim$		()
subscribed to the within in	n Ayala, who proved to me on the basis of sometrument and acknowledged to me that he his/her/their signature(s) on this instrumen	satisfactory evide e/she/they execu	
	F PERJURY under the laws of the State of Ca	alifornia that the	foregoing paragraph is true and correct.
WITNESS my hand and off	icial seal. 7		
Signature		(Seal)	CHARLENE A. BROUSSARD COMM. #2465838 Notary Public - California San Diego County My Comm. Expires Nov. 2, 2027

Postal Class: First Class Mail Date: 08/30/2024

Sender: ZBS Law, LLP Type of Mailing: **ORPPLTR** 30 Corporate Park Drive, Suite 450

Attachment: 0178716-01 000 20240829 Zieve000336 Irvine CA 92606

(11)9690024882108473 2

WELLS FARGO BANK, N.A. 101 N. OHILLIPS AVENUE SIOUX FALLS, SD 57104

(11)9690024882108510 4

CORPORATION SERVICE COMPANY, AS REGISTERED AGENT FOR WELLS FARGO BANK, N.A.

1127 BROADWAY STREET NE STE 310

SALEM, OR 97301

(11)9690024882108589 6

WELLS FARGO BANK, N.A. C/O BRADLEY G. NYKAMP

5383 S 900 E STE 206 SALT LAKE CITY, UT 84117

(11)9690024882108619 8

JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

10 (11)9690024882108671

SPOUSE OF JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS 1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

12 (11)9690024882108756

Occupant

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

14 (11)9690024882108770

Residential Tenants

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

Electronic - Ret 08/30/2024 Postal Class: Mail Date:

Type of Mailing: **ORPPLTR** 

0178716-01 000 20240829 Zieve000336 Attachment:

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

Irvine CA 92606

71969002484087251580 1 WELLS FARGO BANK, N.A.

101 N. OHILLIPS AVENUE SIOUX FALLS, SD 57104

3 71969002484087251641

CORPORATION SERVICE COMPANY, AS REGISTERED AGENT FOR WELLS FARGO BANK, N.A.

1127 BROADWAY STREET NE STE 310

SALEM, OR 97301

5 71969002484087251696

WELLS FARGO BANK, N.A. C/O BRADLEY G. NYKAMP

5383 S 900 E STE 206 SALT LAKE CITY, UT 84117

7 71969002484087251740

JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

9 71969002484087251818

SPOUSE OF JESSALYN NICHOLE RIGGINS AKA JESSALYN N RIGGINS 1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

71969002484087251870 11

Occupant

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

13 71969002484087251931

Residential Tenants

1436 CANBY ST

KLAMATH FALLS, OREGON 97601-2510

## ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, Oregon 97035

Phone: (714) 848-7920

#### NOTICE OF POSTPONEMENT OF TRUSTEE'S SALE

August 29, 2024

JESSALYN NICHOLE RIGGINS 1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

RE:

T.S. Number:

24-67751

Loan Number:

9785790768

Trustor Name:

JESSALYN NICHOLE RIGGINS

Property Address:

1436 CANBY ST KLAMATH FALLS, OREGON 97601-2510

Please be advised that the Trustee's Sale scheduled for October 3, 2024 at 1:00 PM, Front Steps of the Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601 County of Klamath, State of Oregon, is hereby continued to December 12, 2024 at 1:00 PM

YOU MAY NOT RECEIVE WRITTEN NOTICE OF POSTPONEMENT EACH TIME THE TRUSTEE'S SALE IS POSTPONED. TO PROTECT YOUR INTEREST IN THE PROPERTY, IT IS IMPORTANT THAT YOU MONITOR ALL POSTPONEMENTS OF THE TRUSTEE'S SALE. You may monitor trustee's sale postponements by attending the scheduled trustee's sale at the place in the notice of trustee's sale and at the date and time in the most recent public declaration of postponement. While a public declaration at the time set for trustee's sale is the official method for postponing a trustee's sale, you can also obtain information about further trustee's sale postponements by calling (714) 730-2727 or through the following website: www.lpsasap.com and by accepting the terms and conditions for that resource.

Notice of Postponement of the Trustee's Sale was read at the place and time scheduled for the previously scheduled Trustee's Sale. If you have any questions or concerns regarding this information contained herein, please do not hesitate to contact our office at (714) 848-7920

Sincerely,

ZBS Law, LLP

This office is enforcing a security interest of your creditor. To the extent that your obligation has been discharged by a bankruptcy court or is subject to an automatic stay of bankruptcy, this notice is for informational purposes only and does not constitute a demand for payment or any attempt to collect such obligation.