

2024-010596

Klamath County, Oregon

12/06/2024 03:57:02 PM

Fee: \$187.00

RECORDING COVER SHEET *(Please Print or Type)* This cover sheet was prepared by the person presenting the Instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

Affinia Default Services, LLC
320 120th Ave. NE, Suite B203
Bellevue, WA 98005

- 1.) Title(s) of the transaction(s) ORS 205.234(a):
Trustee's Notice of Sale
Notice to the Grantor Under ORS 86.756 (Danger Notice)
Affidavit of Mailing Notice of Sale
Affidavit of Service or Posting
Affidavit of Publication
Affidavit of Compliance
- 2.) Direct Party/ Assignor(s) ORS 205.125(1)(b) and 205.160:
Current Borrower(s): **Charlene Clymer**
- 3.) Indirect Party/Assignee(s) ORS 205.125(1)(a) and 205.160:
Affinia Default Services, LLC
Nationstar Mortgage LLC
- 4.) True and actual consideration ORS 93.030(5) Amount in dollars or other: *Not applicable*
- 5.) Send tax statements to: *Not applicable*
- 6.) Satisfaction of order or warrant ORS 205.125(1)(e): *Not applicable*
Check One: *(if applicable)* ☐ Full or ☐ Partial
- 7.) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c): *Not applicable*
- 8.) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: *Not applicable*

RERECORDED AT THE REQUEST OF _____ TO CORRECT
PREVIOUSLY RECORDED IN BOOK_ AND PAGE_, OR AS FEE NUMBER _____.

AFFIDAVIT OF MAILING



Reference No:24-00502OR-952106
Mailing Number: 0139363-01

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO }

I, Aaron Ayala, attest 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.

That at the request of McCalla Raymer Leibert Pierce, LLC on 7/22/2024, I deposited in the United States mail a copy of the attached document, 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 ☐ Certified Electronic Return Receipt
☐ Certified Return ☐ Registered ☐ Registered International
☐ First Class with Certificate of Mailing

Additional Services provided during the production of this mail order (if any):

None

July 23 2024 San Diego, California
Date and Place

A. Ayala
Affiant

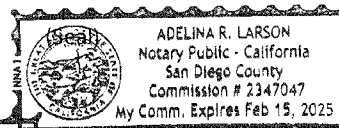
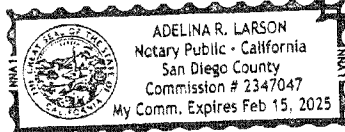
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Subscribed and sworn to (or affirmed) before me on July 23 2024, by Aaron Ayala, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature _____



iMailAffidavitNotary_MRLP_OR

Rev. 04/19/24

TRUSTEE'S NOTICE OF SALE

File No. 24-00502OR

Reference is made to that certain deed of trust made by Charlene Clymer, as grantor, to AmeriTitle, Inc, as trustee, in favor of Mortgage Electronic Registration Systems, Inc., as designated nominee for BCK Capital Inc., an Oregon Corporation, beneficiary of the security instrument, its successors and assigns, as beneficiary, dated May 8, 2019, recorded May 9, 2019, in the records of Klamath County, Oregon, under instrument No. 2019-005027, and subsequently assigned or transferred by operation of law to Flagstar Bank, N.A., covering the following described real property situated in the above-mentioned county and state:

Lots 5 and 6 in Block 25 of Second Addition to the City of Klamath Falls,
according to the official plat thereof on file in the office of the County Clerk,
Klamath County, Oregon.

APN: 3809-029AC-04100

Commonly known as: 1926 Sargent Ave, Klamath Falls, OR 97601

The undersigned hereby certifies that based upon business records there are no known written 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 records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7).

Both the beneficiary and the trustee have elected 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.

There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sum:

TOTAL REQUIRED TO REINSTATE: \$6,162.77
TOTAL REQUIRED TO PAYOFF: \$119,329.58

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before

the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to- wit:

- 1. The installments of principal and interest which became due on February 1, 2024, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.**

Whereof, notice hereby is given that Affinia Default Services, LLC, the undersigned trustee will on **December 12, 2024** at the hour of **01:00 PM (PST)**, as established by section 187.110, Oregon Revised Statutes, **Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601**, County of **Klamath**, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale.

For Sale Information, contact Auction.com at (800) 280-2832 or www.auction.com.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and 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 Affinia Default Services, 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.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations.

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 TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

Pursuant to the Fair Debt Collection Practices Act, you are advised that Affinia Default Services, LLC may be deemed to be a debt collector and any information obtained may be used for that purpose.

File No.: **24-00502OR**

Dated: July 18, 2024

Affinia Default Services, LLC

By: /s/ Natalie Mattera
Name: Natalie Mattera
Title: Foreclosure Processor

Trustee's Mailing Address:

Affinia Default Services, LLC
10151 SE Sunnyside Road, Suite 490
Clackamas, OR 97015
Phone Number: (503) 836-3799

Trustee's Physical Address:

Affinia Default Services, LLC
10151 SE Sunnyside Road, Suite 490
Clackamas, OR 97015
Email: inquiries@affiniadefault.com

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for December 12, 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.

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 (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.

YOUR TENANCY

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: (503) 684-3763; (800) 452-7636
Legal assistance: <http://oregonlawhelp.org/>

Exhibit A to Declaration of Mailing

Postal Class:	First Class	Sender: McCalla Raymer Leibert Pierce, LLC
Mail Date:	07/22/2024	1544 Old Alabama Rd
Type of Mailing:	ORGANICLETTER	Roswell GA 30076
Attachment:	0139363-01 000 20240720 MRLP_FC	
1	(11)9690024879316720 Charlene Clymer 15418 Washington St Apt C Sumner, WA 98390	
3	(11)9690024879316836 Charlene Clymer 1926 Sargent Ave Klamath Falls, OR 97601	
5	(11)9690024879316911 Occupants of the Premises 1926 Sargent Ave Klamath Falls, OR 97601	
7	(11)9690024879317017 Sarah Hill, Guardian 15418 Washington St., #C Sumner, WA 98390	
9	(11)9690024879317055 Carter-Jones Collection Service, Inc. 1143 Pine St. Klamath Falls, OR 97601	
11	(11)9690024879317154 Camron Liabraaten 65380 73rd St. Bend, OR 97703	
13	(11)9690024879317215 Chris Wayne Jensen 1926 Sargent Ave Klamath Falls, OR 97601	
15	(11)9690024879317338 THE ESTATE OF CHRIS W. JENSEN AKA CHRIS WAYNE JENSEN, DECEASED 1926 SARGENT AVE KLAMATH FALLS, OR 97601-2163	
17	(11)9690024879317406 THE ESTATE OF CHRIS W. JENSEN AKA CHRIS WAYNE JENSEN, DECEASED C/O DEPARTMENT OF HUMAN SERVICES ESTATE ADMINISTRATION UNIT PO BOX 14021 Salem, OR 97309-5024	
19	(11)9690024879317499 CHARLENE CLYMER PROTECTED PERSON C/O SARAH HILL CONSERVATOR 15418 WASHINGTON ST. #C SUMNER, WA 98390	
21	(11)9690024879317543 CHARLENE CLYMER PROTECTED PERSON C/O SARAH HILL CONSERVATOR 1926 SARGENT AVE KLAMATH FALLS, OR 97601-2163	

Exhibit A to Declaration of Mailing

Postal Class:	Certified	Sender: McCalla Raymer Leibert Pierce, LLC
Mail Date:	07/22/2024	1544 Old Alabama Rd
Type of Mailing:	ORGANICLETTER	Roswell GA 30076
Attachment:	0139363-01 000 20240720 MRLP_FC	
2	71969002484086095161 Charlene Clymer 15418 Washington St Apt C Sumner, WA 98390	
4	71969002484086095246 Charlene Clymer 1926 Sargent Ave Klamath Falls, OR 97601	
6	71969002484086095321 Occupants of the Premises 1926 Sargent Ave Klamath Falls, OR 97601	
8	71969002484086095390 Sarah Hill, Guardian 15418 Washington St., #C Sumner, WA 98390	
10	71969002484086095451 Carter-Jones Collection Service, Inc. 1143 Pine St. Klamath Falls, OR 97601	
12	71969002484086095499 Camron Liabraaten 65380 73rd St. Bend, OR 97703	
14	71969002484086095550 Chris Wayne Jensen 1926 Sargent Ave Klamath Falls, OR 97601	
16	71969002484086095611 THE ESTATE OF CHRIS W. JENSEN AKA CHRIS WAYNE JENSEN, DECEASED 1926 SARGENT AVE KLAMATH FALLS, OR 97601-2163	
18	71969002484086095666 THE ESTATE OF CHRIS W. JENSEN AKA CHRIS WAYNE JENSEN, DECEASED C/O DEPARTMENT OF HUMAN SERVICES ESTATE ADMINISTRATION UNIT PO BOX 14021 Salem, OR 97309-5024	
20	71969002484086095727 CHARLENE CLYMER PROTECTED PERSON C/O SARAH HILL CONSERVATOR 15418 WASHINGTON ST. #C SUMNER, WA 98390	
22	71969002484086095772 CHARLENE CLYMER PROTECTED PERSON C/O SARAH HILL CONSERVATOR 1926 SARGENT AVE KLAMATH FALLS, OR 97601-2163	

AFFIDAVIT OF MAILING



Reference No:24-00502OR-952130
Mailing Number: 0139364-01

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO }

I, Aaron Ayala, attest 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.

That at the request of McCalla Raymer Leibert Pierce, LLC on 7/22/2024, I deposited in the United States mail a copy of the attached document, 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.

<input checked="" type="checkbox"/> First Class	<input checked="" type="checkbox"/> Certified	<input type="checkbox"/> Certified Electronic Return Receipt
<input type="checkbox"/> Certified Return	<input type="checkbox"/> Registered	<input type="checkbox"/> Registered International
<input type="checkbox"/> First Class with Certificate of Mailing		

Additional Services provided during the production of this mail order (if any):

None

July 23 2024 San Diego, California
Date and Place

A. Ayala
Affiant

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.

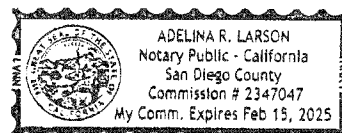
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Subscribed and sworn to (or affirmed) before me on July 23 2024, by Aaron Ayala, who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature _____

(Seal)



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 **1926 Sargent Ave, Klamath Falls, OR 97601.**

Your lender has decided to sell this property because the money due on your mortgage loan has not been paid on time or because you have failed to fulfill some other obligation to your lender. This is sometimes called "foreclosure."

The amount you would have to pay as of 07/24/2024 to bring your mortgage loan current was \$6,162.77. 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 can call **800-945-7700** 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 details by sending a request by certified mail to:

Affinia Default Services, LLC
10151 SE Sunnyside Road, Suite 490
Clackamas, OR 97015

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

Date and Time: **December 12, 2024 at 01:00 PM**

Place: **Front Steps, 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 any time before the sale.

3. You can call Flagstar Bank, N.A. at 800-945-7700 to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and phone number of an organization near you, call the statewide phone contact number at 855-480-1950. You may also want to talk to a lawyer. If you need help finding a lawyer, call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at 800-452-7636 or visit its website at www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal-aid programs, go to <http://www.oregonlawhelp.org>.

WARNING: You may get offers from people saying 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.

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 community action agency may be obtained by calling a 2-1-1 information service.

Dated: July 18, 2024

Affinia Default Services, LLC

By: **/s/ Natalie Mattera**

Phone number: (503) 836-3799

Exhibit A to Declaration of Mailing

Postal Class: First Class
Mail Date: 07/22/2024
Type of Mailing: ORGENERICLETTER
Attachment: 0139364-01 000 20240720 MRLP_FC

Sender: McCalla Raymer Leibert Pierce, LLC
1544 Old Alabama Rd
Roswell GA 30076

1 (11)9690024879317659
Charlene Clymer
15418 Washington St Apt C
Sumner, WA 98390

3 (11)9690024879317710
Charlene Clymer
1926 Sargent Ave
Klamath Falls, OR 97601

5 (11)9690024879317796
Occupants of the Premises
1926 Sargent Ave
Klamath Falls, OR 97601

Exhibit A to Declaration of Mailing

Postal Class:	Certified	Sender: McCalla Raymer Leibert Pierce, LLC
Mail Date:	07/22/2024	1544 Old Alabama Rd
Type of Mailing:	ORGENERICLETTER	Roswell GA 30076
Attachment:	0139364-01 000 20240720 MRLP_FC	
2	71969002484086095826 Charlene Clymer 15418 Washington St Apt C Sumner, WA 98390	
4	71969002484086095895 Charlene Clymer 1926 Sargent Ave Klamath Falls, OR 97601	
6	71969002484086095932 Occupants of the Premises 1926 Sargent Ave Klamath Falls, OR 97601	

NPP0462843

**PROOF OF SERVICE
JEFFERSON STATE PROCESS SERVICE**

STATE OF: Oregon
COUNTY OF: Klamath

I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: **TRUSTEE'S NOTICE OF SALE**

FOR THE WITHIN NAMED: **All Occupants of 1926 Sargent Ave. Klamath Falls, OR 97601**

☐ **PERSONALLY SERVED:** Original or True Copy to within named, personally and in person to ___ at the address below.

☐ **SUBSTITUTE SERVICE:** By delivering an Original or True Copy to ___, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for:

☒ **OTHER METHOD:** By posting the above-mentioned documents to the Main Entrance of the address below.

1st Attempt: July 23, 2024

10:27 AM POSTED

2nd Attempt: July 25, 2024

10:39 AM POSTED

3rd Attempt: July 27, 2024

4:28 PM POSTED

☐ **NON-OCCUPANCY:** I certify that I received the within document(s) for service on ___ and after personal inspection, I found the above described real property to be unoccupied.

☒ **SUBSTITUTE SERVICE MAILER:** That on the day of July 30, 2024 I mailed a copy of the Trustee's Notice of Sale addressed to **All Known Occupants** at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made.

Signed

Shelby Chambers

1926 Sargent Ave. Klamath Falls, OR 97601

ADDRESS OF SERVICE

I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

July 23, 2024
DATE OF SERVICE

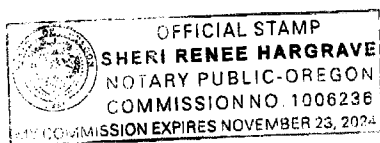
10:27 AM
TIME OF SERVICE

☐ or non occupancy

By

Terrell L. Ruffin

Subscribed and sworn to before on this 30 day of July, 2024



Sheri Hargrave

**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 # 24475 TS#24-00502OR 1926 Sargent Ave.

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: 4

Insertion(s) in the following issues: 10/23/24, 10/30/24, 11/06/24, 11/13/24

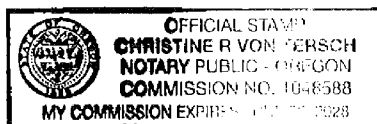
Heather Boozer

Subscribed and sworn by Heather Boozer before me on:
On 13th day of November, in the year of 2024

[Signature]

Notary Public of Oregon

My commission expires June 6, 2028



TRUSTEE'S NOTICE OF SALE

File No. 24-00502OR Reference is made to that certain deed of trust made by Charlene Clymer, as grantor, to AmeriTitle, Inc., as trustee, in favor of Mortgage Electronic Registration Systems, Inc., as designated nominee for BCK Capital Inc., an Oregon Corporation, beneficiary of the security instrument, its successors and assigns, as beneficiary, dated May 8, 2019, recorded May 9, 2019, in the records of Klamath County, Oregon, under instrument No. 2019-005027, and subsequently assigned or transferred by operation of law to Flagstar Bank, N.A., covering the following described real property situated in the above-mentioned county and state: Lots 5 and 6 in Block 25 of Second Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. APN: 3809-029AC-04100 Commonly known as: 1926 Sargent Ave, Klamath Falls, OR 97601 The undersigned hereby certifies that based upon business records there are no known written 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 records of the county or counties in which the above described real property is situated. Further, no action has been instituted to recover the debt, or any part thereof, now remaining secured by the trust deed, or, if such action has been instituted, such action has been dismissed except as permitted by ORS 86.752(7). Both the beneficiary and the trustee have elected 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. There is a default by grantor or other person owing an obligation, performance of which is secured by the trust deed, or by the successor in interest, with respect to provisions therein which authorize sale in the event of such provision. The default for which foreclosure is made is grantor's failure to pay when due the following sum: TOTAL REQUIRED TO REINSTATE: \$6,162.77 TOTAL REQUIRED TO PAYOFF: \$119,329.58 Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. By reason of the default, the beneficiary has declared all sums owing on the obligation secured by the trust deed immediately due and payable, those sums being the following, to-wit: 1. The installments of principal and interest which became due on February 1, 2024, and all subsequent installments of principal and interest through the date of this Notice, plus amounts that are due for late charges, delinquent property taxes, insurance premiums, advances made on senior liens, taxes and/or insurance, trustee's fees, and any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security, all of which must be paid as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents. Whereof, notice hereby is given that Affinia Default Services, LLC, the undersigned trustee will on December 12, 2024 at the hour of 01:00 PM (PST), as established by section 187.110, Oregon Revised Statutes, Front Steps, Klamath County Circuit Court, 316 Main Street, Klamath Falls, OR 97601, County of Klamath, State of Oregon, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for sale. For Sale Information, contact Auction.com at (800) 280-2832 or www.auction.com. In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and 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 Affinia Default Services, 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. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. 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 TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS THAT SETS FORTH SOME OF THE PROTECTIONS THAT ARE AVAILABLE TO A TENANT OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771. Pursuant to the Fair Debt Collection Practices Act, you are advised that Affinia Default Services, LLC may be deemed to be a debt collector and any information obtained may be used for that purpose. File No.: 24-00502OR Dated: 07/23/2024 Affinia Default Services, LLC By: /s/ Natalie Mattera Name: Natalie Mattera Foreclosure Processor Title: Foreclosure Processor Trustee's Mailing Address: Affinia Default Services, LLC 10151 SE Sunnyside Road, Suite 490 Clackamas, OR 97015 Phone Number: (503) 836-3799 Trustee's Physical Address: Affinia Default Services, LLC 10151 SE Sunnyside Road, Suite 490 Clackamas, OR 97015 Email: inquiries@affiniasdefault.com NPP0462843 To: HERALD AND NEWS 10/23/2024, 10/30/2024, 11/06/2024, 11/13/2024 #24775 October 23, 30, November 6, 13, 2024

AFFIDAVIT OF COMPLIANCE
with ORS 86.748(1)

Grantor(s): Charlene Clymer
Beneficiary: Flagstar Bank, N.A.
Mortgage Servicer: Flagstar Bank, N.A.
Trustee: Affinia Default Services, LLC
Trustee Sale Number: 24-00502OR
Property Address: 1926 Sargent Ave, Klamath Falls, OR 97601
DOT Rec. No. 2019-005027

I, the undersigned beneficiary or their authorized agent, hereby declares that the beneficiary is compliant with ORS 86.748(1) based upon the following which occurred in relation to the above referenced loan (choose one and fill in the information associated, if applicable):

1. ☒ The grantor did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.
2. ☐ The grantor did not request a foreclosure avoidance measure, but was provided with a foreclosure avoidance measure notwithstanding. This measure is no longer available as the grantor failed to respond to the offer affirmatively.
3. ☐ The grantor applied for a foreclosure avoidance measure but needed additional documentation for the review to be conducted. In accordance with federal and state law, a "missing items" letter was sent to the grantor on _____, requesting additional documentation to conduct the loss mitigation review. As of the date of this affidavit, we have not yet received this missing documentation in order to conduct this review.
4. ☐ In accordance with ORS 86.748(1), the grantor was mailed written notice that explains in plain language that:
 - ☐ The grantor is not eligible for any foreclosure avoidance measure; or
 - ☐ The grantor has not complied with the terms of the foreclosure avoidance measure to which the grantor and beneficiary had agreed.

(SIGNATURE AND NOTARY ON THE FOLLOWING PAGE)

DATED: 7/24/24

Flagstar Bank, N.A.

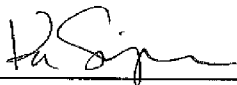
By: 
Name: Vanessa M. Ellison
Sr. Loan Administration Analyst

STATE OF MICHIGAN
COUNTY OF OAKLAND

Vanessa M. Ellison

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Sr. Loan Administration Analyst of Flagstar Bank, N.A. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/24/2024



Notary Public

Print Name Ka Sinwongsa

My commission expires OCTOBER 1, 2028

KA SINWONGSA
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Oct 1, 2028
ACTING IN COUNTY OF OAKLAND