

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 174495

After Recording, Return To:
Prime Recon LLC
27368 Via Industria, Ste 201
Temecula, CA 92590

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


Grantor(s): Claude F. Shouse
Deutsche Bank National Trust Company, as Trustee for New
Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-
Through Certificates
Beneficiary:
Mortgage Servicer: Carrington Mortgage Services, LLC
Trustee: Prime Recon LLC
Trustee Sale Number: 174495
Property Address: 308 S. Broad Avenue, Klamath Falls, OR, 97601
DOT Rec.
Instrument/Book/Page xx in Book M03, Page 65718

I, the undersigned, hereby declare that:

- (1) I am the **Default Fulfillment Manager** of Carrington Mortgage Services, LLC., as Servicer and Attorney in Fact for Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates, who is the Beneficiary in the above referenced trustee's sale.
- (2) I certify that the Beneficiary and the Trustee as of this date are the Beneficiary and Trustee named above.
- (3) ☐ The Grantor(s) did not request a foreclosure avoidance measure, and has not been evaluated for any foreclosure avoidance measure.
OR
☐ The Grantor(s) did not provide the required documentation for a foreclosure avoidance measure; therefore, the review process was closed and the Grantor(s)'s eligibility could not be determined.
OR
☒ The Beneficiary sent a written notice to Grantor(s) explaining in plain language that:
☐ The Grantor(s) [is/are] not eligible for a foreclosure avoidance measure; or
☒ The Grantor(s) [has/have] not complied with the terms of a foreclosure avoidance measure to which the Grantor(s) and Beneficiary agreed.
- (4) By reason of the above, the Beneficiary or Beneficiary's agent has complied with the requirements of ORS 86.748(1).

Affidavit of Compliance with ORS 86.748(1)
Trustee Sale Number: 174495

Carrington Mortgage Services, LLC as Servicer and Attorney in Fact for:
Deutsche Bank National Trust Company, as Trustee for New Century Home
Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates


Date: DEC 03 2024
Name: Elizabeth Corral
Title: Default Fulfillment Manager

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was subscribed and sworn to (or affirmed) before me this ____ day of _____, 20__, by (_____) as (_____) for (_____. Said person is: personally known to me or produced sufficient identification in the form of (_____).

See Attached

{Insert Notary Seal}

Printed Name: _____
Notary Public
My Commission Expires: _____

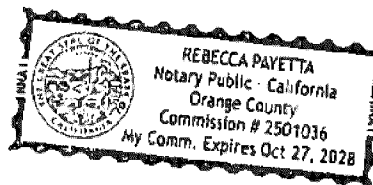
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

JURAT

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 3rd day of December 2024, **Elizabeth Corral**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.


Signature Rebecca Payetta



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continues)

Number of Pages _____ Document Date _____

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the wording by using a Jurat stamp containing the correct wording or attaching a separate Jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-set if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information, is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document.

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

Space Above This Line For Recorder's Use

DECLARATION OF NON-MILITARY SERVICE

Owner(s): **Claude Shouse**

T.S. No.: **174495**


I, the undersigned declare under penalty of perjury under the laws of the State of Oregon that, to the best of my knowledge, the foregoing is true and correct.

The individuals, **Claude F. Shouse**, who were the grantors of deed of trust to **AmeriTitle**, as Trustee, in favor of **New Century Mortgage Corporation** as Beneficiary, dated **08/27/2003**, recorded **09/04/2003**, in the official records of **Klamath** County, Oregon in as Instrument No. **xx** in Volume **M03** Page **65718** are not now, or within the period of one year prior to the making of this declaration, (a) in the Federal Service on active duty as a member of the Army of the United States, or the United States Navy, or the United States Air Force, or the Women's Army Corps, or as an officer of the Public Health Service; or (b) in training or being educated under the supervision of the United States preliminary to induction into the military service; or (c) under orders to report for induction under the Selective Training Service Act of 1940; or (d) a member of the Enlisted Reserve Corps under orders to report to military service; or (e) an American Citizen, serving with the forces of any nation allied with the United States in the prosecution of the war, within the purview of the Soldiers' and Sailor's Civil Relief Act of 1940, as amended; or (f) serving in the armed forces of the United States pursuant to the Selective Service Act of 1948 as evidenced in the attached Military Status Report.

Dated: 9/10/24

Prime Recon LLC

X



By: **Devin Ormonde, Assistant Vice President**

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

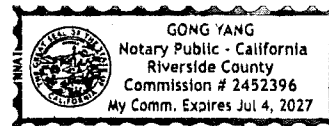
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California } SS
County of Riverside

On September 16, 2024 before me, Gong Yang,
a Notary Public, personally appeared Devin Ormonde
who proved to me on the basis of
satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the
within instrument and acknowledged to
me that he/she/they executed the same in
his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the
instrument the person(s), or the entity
upon behalf of which the person(s) acted,
executed the instrument.

**I certify under PENALTY OF
PERJURY under the laws of the State
of California that the foregoing
paragraph is true and correct.**

WITNESS my hand and official seal



Gong Yang
Notary Public

(This area for Official Notary Seal)

**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 308 S Broad St. 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.

1 st Attempt:	September 19, 2024	4:17 PM	POSTED
2 nd Attempt:	September 25, 2024	10:46 AM	POSTED
3 rd Attempt:	September 27, 2024	10:59 AM	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 October 2, 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

Chelsea Chambers

308 S Broad St. Klamath Falls, OR 97601

ADDRESS OF SERVICE

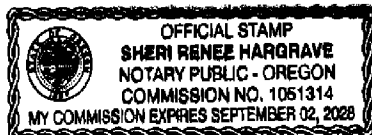
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

September 19, 2024 4:17 PM
DATE OF SERVICE TIME OF SERVICE
☐ or non occupancy

By:

Joey L. Griffin

Subscribed and sworn to before on this 2 day of October, 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 afore-
said county and state: that I know from my personal knowl-
edge that the Legal # 24438 - TS#174495 308 S Broad
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: 09/25/24, 10/02/24,
10/09/24, 10/16/24

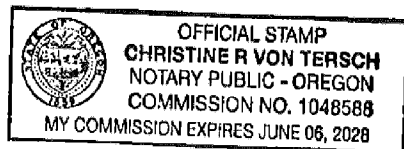
Total Cost: \$3,073.99

Heather Boozer

Subscribed and sworn by Heather Boozer before me on:
On 21st day of October, in the year of 2024



Notary Public of Oregon
My commission expires June 6, 2028



TRUSTEE'S NOTICE OF SALE

TS No.: 174495 APN: 414938 Reference is made to that certain deed made by Claude F. Shouse as Grantor to AmeriTitle, as Trustee, in favor of New Century Mortgage Corporation as Beneficiary, dated 08/27/2003, recorded 09/04/2003, in the official records of Klamath County, Oregon as Instrument No. xx in Volume M03, Page 65718 covering the following described real property situated in said County and State, to wit: LOTS 9A AND 9B, BLOCK 4, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. Commonly known as: 308 S. Broad Avenue, Klamath Falls, OR 97601 The current beneficiary is Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates pursuant to assignment of deed of trust recorded on 03/24/2023 as Inst No. 2023-002026 in the records of Klamath, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to: Make the monthly payments commencing with the payment due on 09/01/2022 and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust. 1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: \$30,148.39; 2. Interest through 09/16/2024 in the amount of: \$4,643.58 3. Escrow Balance in the amount of: \$2,820.10 4. Late Charges in the amount of: \$83.10 5. Escrow Advance in the amount of: \$15,010.21 6. Together with the interest thereon at the rate 7.25% per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. The principal sum of \$30,148.39 together with the interest thereon at the rate 7.25% per annum from 08/01/2022 until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust. Whereof, notice hereby is given that the undersigned trustee will on 01/21/2025 at the hour of 10:00 AM, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, On the Front Steps of the Circuit Courthouse, 316 Main Street in the City of Klamath Falls, County of Klamath, 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 the sale. In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any. Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by Prime Recon LLC. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary. If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney. Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. **NOTICE TO RESIDENTIAL TENANTS** The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 01/21/2025 (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place. The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant. If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing. **PROTECTION FROM EVICTION IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:** • 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR • AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT. If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left. You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move. A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement: • Is the result of an arm's-length transaction; • Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced due to a federal, state or local subsidy; and • Was entered into prior to the date of the foreclosure sale. **ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE: RENT YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE. SECURITY DEPOSIT** You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord. **ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE** The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property on your behalf; and • You do not owe rent; • The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and • You must move out by the date the new owner specifies in a notice to you. The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy. **IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.** If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice. **OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregonlawhelp.org>** **NOTICE TO VETERANS** If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service. The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only. Dated: 09/17/2024 Prime Recon LLC By: Devin Ormonde, Assistant Vice President Prime Recon LLC 27368 Via Industria, Ste 201 Temecula, CA 92590 Phone number for the Trustee: (888) 725-4142 A-4825226 09/25/2024, 10/02/2024, 10/09/2024, 10/16/2024 24438 September 24, October 1, 8, 15, 2024

DECLARATION OF MAILING

Reference No: 174495
Mailing Number: 0002194-01
Type of Mailing: Letter



STATE OF CALIFORNIA }
 } SS
COUNTY OF SAN DIEGO }

I, Charlene Broussard, declare as follows:

I am, and at all times herein mentioned, a citizen of the United States, over the age of eighteen years and a resident of San Diego County, California. I am not a party to the action/matter identified in the document(s) referenced below. My business address is iMailTracking, LLC, 9620 Ridgehaven Ct., Ste. A, San Diego, CA 92123.

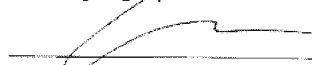
At the request of Prime Recon LLC on 9/19/2024, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

- ☒ First Class
- ☐ Certified
- ☐ First Class with Certificate of Mailing
- ☐ Certified with Return Receipt
- ☐ Certified with Return Receipt and Restricted Delivery
- ☒ Certified with Electronic Return Receipt
- ☐ Registered
- ☐ Registered International

Additional Services provided during the production of this mail order (if any):
None

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

September 20 2024 San Diego, California
Date and Location


Declarant

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

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

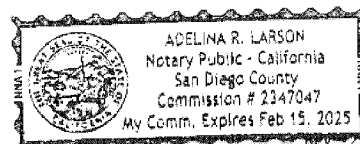
On September 20 2024 before me, Adelina R. Larson
personally appeared Charlene Broussard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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)



iMailAffidavitNotary

REV 2/02/2020

TRUSTEE'S NOTICE OF SALE

TS No.: 174495

APN: 414938

Reference is made to that certain deed made by **Claude F. Shouse** as Grantor to **AmeriTitle**, as Trustee, in favor of **New Century Mortgage Corporation** as Beneficiary, dated **08/27/2003**, recorded **09/04/2003**, in the official records of **Klamath County, Oregon** as Instrument No. **xx** in Volume **M03**, Page **65718** covering the following described real property situated in said County and State, to wit:

LOTS 9A AND 9B, BLOCK 4, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: **308 S. Broad Avenue, Klamath Falls, OR 97601**

The current beneficiary is **Deutsche Bank National Trust Company, as Trustee for New Century Home Equity Loan Trust, Series 2003-5 Asset Backed Pass-Through Certificates** pursuant to assignment of deed of trust recorded on **03/24/2023** as Inst No. **2023-002026** in the records of **Klamath, Oregon**. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to:

Make the monthly payments commencing with the payment due on **09/01/2022** and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: **\$30,148.39**;
2. Interest through **09/16/2024** in the amount of: **\$4,643.58**
3. Escrow Balance in the amount of: **\$2,820.10**
4. Late Charges in the amount of: **\$83.10**
5. Escrow Advance in the amount of: **\$15,010.21**
6. Together with the interest thereon at the rate **7.25%** per annum until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

The principal sum of **\$30,148.39** together with the interest thereon at the rate **7.25%** per annum from **08/01/2022** until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that the undersigned trustee will on **01/21/2025** at the hour of **10:00 AM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, On the **Front Steps of the Circuit Courthouse, 316 Main Street in the City of Klamath Falls, County of Klamath, 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 the sale.

In construing this, the masculine gender includes the feminine and the successor in interest to the grantor as well as any other person owing obligation, the performance of which is secured by said trust deed; the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Pursuant to Oregon Law, this sale will not be deemed final until the Trustee's deed has been issued by **Prime Recon LLC**. If any irregularities are discovered within 10 days of the date of this sale, the trustee will rescind the sale, return the buyer's money and take further action as necessary.

If the sale is set aside for any reason, including if the trustee is unable to convey title, the Purchaser at the sale shall be entitled only to a return of the monies paid to the Trustee. This shall be the Purchaser's sole and exclusive remedy. The purchaser shall have no further recourse against the Trustor, the Trustee, the Beneficiary, the Beneficiary's Agent, or the Beneficiary's Attorney.

Also, please be advised that pursuant to the terms stated on the Deed of Trust and Note, the beneficiary is allowed to conduct property inspections while there is a default. This shall serve as notice that the beneficiary shall be conducting property inspections on the referenced property.

Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale.

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **01/21/2025** (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

The following information applies to you only if you are a bona fide tenant occupying and renting this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a bona fide residential tenant.

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies

the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

IF YOU ARE A BONA FIDE TENANT OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING, YOU HAVE THE RIGHT TO CONTINUE LIVING IN THIS PROPERTY AFTER THE FORECLOSURE SALE FOR:

- 60 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A FIXED TERM LEASE; OR

- AT LEAST 30 DAYS FROM THE DATE YOU ARE GIVEN A WRITTEN TERMINATION NOTICE, IF YOU HAVE A MONTH-TO-MONTH OR WEEK-TO-WEEK RENTAL AGREEMENT.

If the new owner wants to move in and use this property as a primary residence, the new owner can give you written notice and require you to move out after 30 days, even though you have a fixed term lease with more than 30 days left.

You must be provided with at least 30 days' written notice after the foreclosure sale before you can be required to move.

A bona fide tenant is a residential tenant who is not the borrower (property owner) or a child, spouse or parent of the borrower, and whose rental agreement:

- Is the result of an arm's-length transaction;
- Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and
- Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD OR UNTIL A COURT TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE.

SECURITY DEPOSIT

You may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord as provided in ORS 90.367. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The new owner that buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out after 30 or 60 days. After the sale, you should receive a written notice informing you that the sale took place and giving you the new owner's name and contact information. You should contact the new owner if you would like to stay. If the new owner accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the new owner becomes your new landlord and must maintain the property. Otherwise:

- You do not owe rent;
- The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and
- You must move out by the date the new owner specifies in a notice to you.

The new owner may offer to pay your moving expenses and any other costs or amounts you and the new owner agree on in exchange for your agreement to leave the premises in less than 30 or 60 days. You should speak with a lawyer to fully understand your rights before making any decisions regarding your tenancy.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

OREGON STATE BAR, 16037 S.W. Upper Boones Ferry Road, Tigard Oregon 97224, Phone (503) 620-0222, Toll-free 1-800-452-8260 Website: <http://www.oregonlawhelp.org>

NOTICE TO VETERANS

If the recipient of this notice is a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a service officer appointed for the county in which you live and contact information for a community action agency that serves the area where you live may be obtained by calling a 2-1-1 information service.

The Fair Debt Collection Practices Act requires that we state the following: this is an attempt to collect, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt. This letter is intended to exercise the note holders right's against the real property only.

Dated: 09/17/2024

Prime Recon LLC

X 

By: **Devin Ormonde, Assistant Vice President**

Prime Recon LLC

27368 Via Industria, Ste 201

Temecula, CA 92590

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

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

This notice is about your mortgage loan on your property at:

Street **308 S. Broad Avenue**

City: **Klamath Falls** **State:** **OR** **ZIP:** **97601**

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

The amount you would have had to pay as of **09/16/2024** to bring your mortgage loan current was \$ **26,225.66**. The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call **1-800-561-4567** to find out the exact amount you must pay bring your to mortgage loan current and to get other details about the amount you owe.

You may also get these details by sending a request by certified mail to:

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

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

01/21/2025, 10:00 AM

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 Carrington Mortgage Services at **1-800-561-4567** to find out if your lender is willing to give you more time or change the terms of your loan.
4. You can sell your home, provided the sale price is enough to pay what you owe.

There are government agencies and nonprofit organizations that can give you information about foreclosure and help you decide what to do. For the name and telephone number of an organization near you, please call the statewide telephone contact number at **1-800 SAFENET (1-800-723-3638)**. You may also wish to talk to a lawyer. If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at **503-684-3763** or toll-free in Oregon at **800-452-7636** or you may visit its website at: **www.osbar.org**. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to **<http://www.oregonlawhelp.org>**.

WARNING: You may get offers from people who tell you they can help you keep your property. You should be careful about those offers. Make sure you understand any papers you are asked to sign. If you have any questions, talk to a lawyer or one of the organizations mentioned above before signing.

Dated: 09/17/2024

Prime Recon LLC

X 

By: **Devin Ormonde, Assistant Vice President**

Prime Recon LLC

27368 Via Industria, Ste 201

Temecula, CA 92590

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

Exhibit A to Declaration of Mailing

Postal Class:	First Class	Sender: Prime Recon LLC
Mail Date:	09/19/2024	27368 Via Industria Ste 201
Type of Mailing:	Letter	Temecula CA 92590
Attachment:	0002194-01 000 0919WEB PrimeRecon	
0	(11)9690024883372354 Claude Shouse 308 S. Broad Avenue Klamath Falls, OR 97601	
1	(11)9690024883372408 Occupant 308 S. Broad Avenue Klamath Falls, OR 97601	
2	(11)9690024883372446 Claude Shouse 308 Broad Avenue Klamath Falls, OR 97601	
3	(11)9690024883372484 Claude F Shouse 7439 La Palma #263 Buena Park, CA 90620	
4	(11)9690024883372538 Claude F Shouse 308 S. Broad Avenue Klamath Falls, OR 97601	
5	(11)9690024883372576 Claude Shouse 24476 Ave 14 Madera, CA 93637	
6	(11)9690024883372620 Claude F Shouse 24476 Ave 14 Madera, CA 93637	

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret	Sender: Prime Recon LLC
Mail Date:	09/19/2024	27368 Via Industria Ste 201
Type of Mailing:	Letter	Temecula CA 92590
Attachment:	0002194-01 000 0919WEB PrimeRecon	
0	71969002484087822032 Claude Shouse 308 S. Broad Avenue Klamath Falls, OR 97601	
1	71969002484087822049 Occupant 308 S. Broad Avenue Klamath Falls, OR 97601	
2	71969002484087822056 Claude Shouse 308 Broad Avenue Klamath Falls, OR 97601	
3	71969002484087822063 Claude F Shouse 7439 La Palma #263 Buena Park, CA 90620	
4	71969002484087822070 Claude F Shouse 308 S. Broad Avenue Klamath Falls, OR 97601	
5	71969002484087822087 Claude Shouse 24476 Ave 14 Madera, CA 93637	
6	71969002484087822094 Claude F Shouse 24476 Ave 14 Madera, CA 93637	