

2025-000930

Klamath County, Oregon

02/11/2025 03:54:02 PM

Fee: \$222.00

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.: 24-69458

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:
GARY W. HASKINS

Beneficiary:
U.S. Bank National Association as Indenture Trustee for Towd Point Mortgage Trust 2021-1 By
Carrington Mortgage Services LLC

**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 0178323-01

T.S. No.: 24-69458

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 8/20/2024, (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 _____
Charlene Broussard

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 August 21 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)



Exhibit A to Declaration of Mailing

Postal Class:	First Class	Sender: ZBS Law, LLP
Mail Date:	08/20/2024	30 Corporate Park Drive, Suite 450
Type of Mailing:	ORRES	Irvine CA 92606
Attachment:	0178323-01 000 20240820 Zieve000336	
2	(11)9690024881385301	
	Residential Tenants	
	8165 HIGHWAY 66	
	KLAMATH FALLS, OREGON 97601	

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret	Sender: ZBS Law, LLP
Mail Date:	08/20/2024	30 Corporate Park Drive, Suite 450
Type of Mailing:	ORRES	Irvine CA 92606
Attachment:	0178323-01 000 20240820 Zieve000336	
1	71969002484086942021	
	Residential Tenants	
	8165 HIGHWAY 66	
	KLAMATH FALLS, OREGON 97601	

AFFIDAVIT OF MAILING



ZBS Law, LLP

Mailing Number 0178321-01

T.S. No.: 24-69458

Loan No.:

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COUNTY OF San Diego

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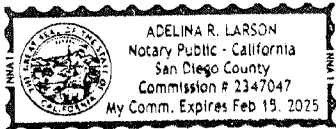


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Postal Class:	First Class	
Mail Date:	08/20/2024	
Type of Mailing:	ORNTS	Sender: ZBS Law, LLP
Attachment:	0178321-01 000 20240820 Zieve000336	30 Corporate Park Drive, Suite 450
		Irvine CA 92606
2	(11)9690024881385110 CARTER JONES COLLECTION SERVICE, INC. 1143 PINE STREET KLAMATH FALLS, OR 97601	
4	(11)9690024881385158 FIRSTKEY MORTGAGE, LLC 900 3RD AVE., 5TH FLOOR NEW YORK, NY 10022	

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Postal Class:	Electronic - Ret	
Mail Date:	08/20/2024	Sender: ZBS Law, LLP
Type of Mailing:	ORNTS	30 Corporate Park Drive, Suite 450
Attachment:	0178321-01 000 20240820 Zieve:000336	Irvine CA 92606
1	71969002484086941956 CARTER JONES COLLECTION SERVICE, INC. 1143 PINE STREET KLAMATH FALLS, OR 97601	
3	71969002484086941970 FIRSTKEY MORTGAGE, LLC 900 3RD AVE., 5TH FLOOR NEW YORK, NY 10022	

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ZBS Law, LLP

Mailing Number 0178322-01

T.S. No.: 24-69458

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

None

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(Seal)

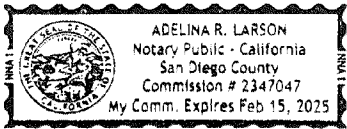


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Mail Date:	08/20/2024	30 Corporate Park Drive, Suite 450
Type of Mailing:	OROC	Irvine CA 92606
Attachment:	0178322-01 000 20240820 Zieve000336	
2	(11)9690024881385233	
	Occupant	
	8165 HIGHWAY 66	
	KLAMATH FALLS, OREGON 97601	

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Postal Class:	Electronic - Ret	Sender: ZBS Law, LLP
Mail Date:	08/20/2024	30 Corporate Park Drive, Suite 450
Type of Mailing:	OROCC	Irvine CA 92606
Attachment:	0178322-01 000 20240820 Zieve:000336	
1	71969002484086941994	
	Occupant	
	8165 HIGHWAY 66	
	KLAMATH FALLS, OREGON 97601	

AFFIDAVIT OF MAILING



ZBS Law, LLP

Mailing Number 0178324-01

T.S. No.: 24-69458

Loan No.:

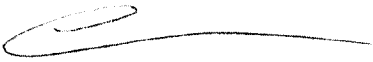
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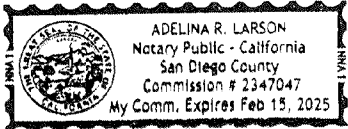


Exhibit A to Declaration of Mailing

Postal Class:	First Class	
Mail Date:	08/20/2024	Sender: ZBS Law, LLP
Type of Mailing:	ORNTSHO	30 Corporate Park Drive, Suite 450
Attachment:	0178324-01 000 20240820 Zieve000336	Irvine CA 92606
2	(11)9690024881384847 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	
4	(11)9690024881384878 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601-9531	
6	(11)9690024881384922 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
8	(11)9690024881384960 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
10	(11)9690024881385035 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601	
12	(11)9690024881385059 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601-9531	

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret	
Mail Date:	08/20/2024	Sender: ZBS Law, LLP
Type of Mailing:	ORNTSHO	30 Corporate Park Drive, Suite 450
Attachment:	0178324-01 000 20240820 Zieve000336	Irvine CA 92606
1	71969002484086942052 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	
3	71969002484086942076 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601-9531	
5	71969002484086942106 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
7	71969002484086942120 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
9	71969002484086942144 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601	
11	71969002484086942168 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601-9531	

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

Original Beneficiary Name:
CITIFINANCIAL, INC.

Current Beneficiary Name:
U.S. Bank National Association as Indenture Trustee for Towd Point Mortgage Trust 2021-1

Trustor Name:
GARY W. HASKINS

Original Trustee Name:
N/A

Original trust deed recorded:
7/9/2004, in Book M04, Page 45123

TS NO. 24-69458

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.: 24-69458

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by GARY W. HASKINS as Grantor to N/A, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 7/9/2004, recorded 7/9/2004, in Book M04, Page 45123, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit:

A PORTION OF THE SW 1/4 NW 1/4, SECTION 23, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKED BY AN IRON PIN ON THE NORTH LINE OF THE KLAMATH FALLS-ASHLAND HIGHWAY AND DISTANT ALONG SAID LINE OF HIGHWAY 277.9 FEET FROM INTERSECTION OF SAID LINE AND THE EAST LINE OF SAID SW 1/4 NW 1/4. THENCE SOUTHWESTERLY ALONG SAID LINE OF HIGHWAY 650 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY HEREIN CONVEYED, THENCE NORTH 35° WEST 400 FEET, THENCE SOUTHWESTERLY AND PARALLEL TO SAID LINE OF HIGHWAY 230 FEET MORE OR LESS, TO THE INTERSECTION WITH A LINE RUNNING NORTH 40° WEST FROM A POINT ON THE HIGHWAY; 200 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING, THENCE SOUTH 40° EAST 400 FEET TO THE SAID LINE OF HIGHWAY, THENCE NORTHEASTERLY ALONG SAID LINE OF HIGHWAY, 200 FEET TO THE PLACE OF BEGINNING.

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

**8165 HIGHWAY 66
KLAMATH FALLS, OREGON 97601**

The Tax Assessor's Account ID for the Real Property is purported to be: **498018 / 3908-023B0-02100**

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 3/1/2024, 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 of default 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: 3/1/2024

Total of past due payments: \$6,309.79

Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$3,949.51

Trustee's Fees and Costs: \$1,426.00

Total necessary to cure: \$11,685.30

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: **\$62,909.15**

Said sale shall be held at the hour of **10:00 AM** on **12/27/2024** 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:

On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, 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.

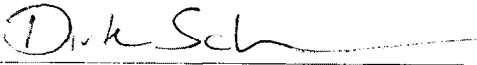
The mailing address of the trustee is:
ZBS LAW, LLP
5 Centerpointe Dr., Suite 400
Lake Oswego, OR 97035
(503) 946-6558

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: 8/15/2024

ZBS Law, LLP

By: 
Dirk 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.: 24-69458**

This notice is about your mortgage loan on your property at:
8165 HIGHWAY 66
KLAMATH FALLS, OREGON 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 8/21/2024 to bring your mortgage loan current was \$11,088.30. (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: 12/27/2024 Time: 10:00 AM

Place: On the front steps of the Circuit Court, 316 Main Street. in the City of Klamath Falls, County of Klamath, 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 Carrington Mortgage Services LLC at (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 **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 <http://www.oregonlawhelp.org>. 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: 8/15/2024

Trustee Name: ZBS Law, LLP

Trustee Signature: 

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 **12/27/2024**. 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

**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 8165 Highway 66 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:	August 21, 2024	1:11 PM	POSTED
2 nd Attempt:	August 23, 2024	1:30 PM	POSTED
3 rd Attempt:	August 26, 2024	11:10 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 August 28, 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

8165 Highway 66 Klamath Falls, OR 97601

ADDRESS OF SERVICE

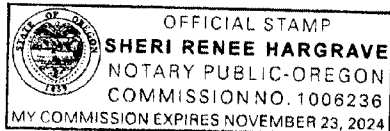
I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party, Corporation or otherwise, that the person, firm or corporation served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

August 21, 2024 1:11 PM
DATE OF SERVICE TIME OF SERVICE

☐ or non occupancy

By: Terry L. Deffen

Subscribed and sworn to before on this 28 day of August, 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 knowledge that the Legal # 24461 TS#2469458 8165 HWY 66 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: 10/09/24, 10/16/24, 10/23/24, 10/30/24

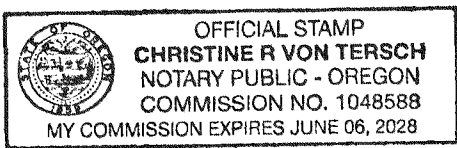
Total Cost: \$1,811.45

Heather Boozer

Subscribed and sworn by Heather Boozer before me on:
On 31st 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.: 24-69458 Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by GARY W. HASKINS as Grantor to N/A, as trustee, in favor of CITIFINANCIAL, INC., as Beneficiary, dated 7/9/2004, recorded 7/9/2004, in Book M04, Page 45123, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit: A PORTION OF THE SW 1/4 NW 1/4, SECTION 23, TOWNSHIP 39 SOUTH, RANGE 8 EAST OF THE WILLAMETTE MERIDIAN, IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT MARKED BY AN IRON PIN ON THE NORTH LINE OF THE KLAMATH FALLS-ASHLAND HIGHWAY AND DISTANT ALONG SAID LINE OF HIGHWAY 277.9 FEET FROM INTERSECTION OF SAID LINE AND THE EAST LINE OF SAID SW 1/4 NW 1/4, THENCE SOUTHWESTERLY ALONG SAID LINE OF HIGHWAY 650 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY HEREIN CONVEYED, THENCE NORTH 35° WEST 400 FEET, THENCE SOUTHWESTERLY AND PARALLEL TO SAID LINE OF HIGHWAY 230 FEET MORE OR LESS, TO THE INTERSECTION WITH A LINE RUNNING NORTH 40° WEST FROM A POINT ON THE HIGHWAY; 200 FEET SOUTHWESTERLY FROM THE POINT OF BEGINNING, THENCE SOUTH 40° EAST 400 FEET TO THE SAID LINE OF HIGHWAY, THENCE NORTHEASTERLY ALONG SAID LINE OF HIGHWAY, 200 FEET TO THE PLACE OF BEGINNING. The street address or other common designation, if any for the real property described above is purported to be: **8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601** The Tax Assessor's Account ID for the Real Property is purported to be: 498018 / 3908-023B0-02100 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 3/1/2024, 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 of default 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: 3/1/2024 Total of past due payments: \$6,309.79 Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$3,949.51 Trustee's Fees and Costs: \$1,426.00 Total necessary to cure: \$11,685.30 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: \$62,909.15 Said sale shall be held at the hour of 10:00 AM on 12/27/2024 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: On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, 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 successors) 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: 8/15/2024 ZBS Law, LLP By: Dirk Schouten, OSB#115153 ZBS Law, LLP Authorized to sign on behalf of the trustee ehalf of the trustee A-4823291 10/09/2024, 10/16/2024, 10/23/2024, 10/30/2024 #24461 October 9, 16, 23, 30, 2024

AFFIDAVIT OF MAILING



ZBS Law, LLP

Mailing Number 0182563-01

T.S. No.: 24-69458

Loan No.:

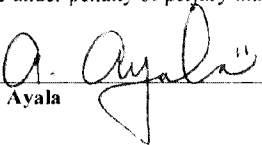
STATE OF California }
COUNTY OF San Diego

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 11/22/2024, (s)he caused to be mailed copies of the document titled Notice of Sale Postponement Letter 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 
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 November 26 2024 before me, Adelina R. Larson,
personally appeared Aaron Ayala, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on this instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

(Seal)

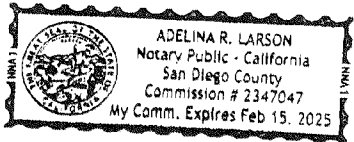


Exhibit A to Declaration of Mailing

Postal Class:	First Class	
Mail Date:	11/22/2024	Sender: ZBS Law, LLP
Type of Mailing:	ORPPLTR	30 Corporate Park Drive, Suite 450
Attachment:	0182563-01 000 20241121 Zieve000336	Irvine CA 92606
2	(11)9690024887794084 CARTER JONES COLLECTION SERVICE, INC. 1143 PINE STREET KLAMATH FALLS, OR 97601	
4	(11)9690024887794121 FIRSTKEY MORTGAGE, LLC 900 3RD AVE., 5TH FLOOR NEW YORK, NY 10022	
6	(11)9690024887794176 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	
8	(11)9690024887794213 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601-9531	
10	(11)9690024887794268 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
12	(11)9690024887794305 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
14	(11)9690024887794336 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601	
16	(11)9690024887794381 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601-9531	
18	(11)9690024887794428 Occupant 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	
20	(11)9690024887794473 Residential Tenants 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret	Sender: ZBS Law, LLP
Mail Date:	11/22/2024	30 Corporate Park Drive, Suite 450
Type of Mailing:	ORPPLTR	Irvine CA 92606
Attachment:	0182563-01 000 20241121 Zieve000336	
1	71969002484089745551 CARTER JONES COLLECTION SERVICE, INC. 1143 PINE STREET KLAMATH FALLS, OR 97601	
3	71969002484089745612 FIRSTKEY MORTGAGE, LLC 900 3RD AVE., 5TH FLOOR NEW YORK, NY 10022	
5	71969002484089745650 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	
7	71969002484089745698 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601-9531	
9	71969002484089745759 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
11	71969002484089745803 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HWY 66 KLAMATH FALLS, OREGON 97601	
13	71969002484089745841 LINDA HASKINS AKA LINDA ANN HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OR 97601	
15	71969002484089745896 GARY W. HASKINS AKA GARY WAYNE HASKINS 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601-9531	
17	71969002484089745933 Occupant 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	
19	71969002484089745988 Residential Tenants 8165 HIGHWAY 66 KLAMATH FALLS, OREGON 97601	

ZBS Law, LLP
5 Centerpointe Dr., Suite 400
Lake Oswego, Oregon 97035
Phone: (714) 848-7920

NOTICE OF POSTPONEMENT OF TRUSTEE'S SALE

November 21, 2024

GARY W. HASKINS
8165 HIGHWAY 66
KLAMATH FALLS, OREGON 97601

RE: T.S. Number: 24-69458
 Loan Number: 7000133194
 Trustor Name: GARY W. HASKINS
 Property Address: 8165 HIGHWAY 66
 KLAMATH FALLS, OREGON 97601

Please be advised that the Trustee's Sale scheduled for December 27, 2024 at 10:00 AM, On the front steps of the Circuit Court, 316 Main Street, in the City of Klamath Falls, County of Klamath, OR 97601 County of Klamath, State of Oregon, is hereby continued to February 26, 2025 at 10:00 AM

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.