2025-001239 Klamath County, Oregon

02/21/2025 04:10:01 PM

Fee: \$287.00

# RECORDING COVER SHEET FOR NOTICE OF SALE PROOF

**OF COMPLIANCE, PER ORS 205.234** 

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

AFTER RECORDING RETURN
CLEAR RECON CORP
1915 NE Stucki Avenue, Suite 400
Hillsboro, OR 97006

This Space For County Recording Use Only

### TRANSACTION INCLUDES:

**AFFIDAVIT OF MAILING NOTICE OF SALE** 

AFFIDAVIT OF PUBLICATION NOTICE OF SALE

**PROOF OF SERVICE** 

AFFIDAVIT OF COMPLIANCE

# **Original Grantor on Trust Deed**

FREDRICK W. FORSYTHE

# **Beneficiary**

FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1

# **Deed of Trust Instrument Number:**

Instrument #:

## Trustee

CLEAR RECON CORP 1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

TS Number: 127853-OR

# **DECLARATION OF MAILING**



Reference No: 127853-OR			
Mailing Number: 0071930-01			
Type of Mailing: ORNODNTSHO			
STATE OF CALIFORNIA	}		
	} SS		
COUNTY OF SAN DIEGO	}		
ı,Charl	ene Broussard	, declare a	is follows:
•	t a party to the action/matte	er identified in the d	ge of eighteen years and a resident of San ocument(s) referenced below. My business
	accordance with the checked		tes mail a copy of the attached document(s) ined below, postage prepaid, to the address
☐ Certified			
<b>—</b>	with Certificate of Mailing		
	ith Return Receipt		
_	ith Return Receipt and Re	stricted Delivery	
	ith Electronic Return Rece		
	in Electronic Return Rece	apt	
☐ Registered	111		
☐ Registered	international		
Additional Services provided duri None	ng the production of this ma	ail order (if any):	
I declare under penalty of perjury	, under the laws of the State	of California that the	ne foregoing is true and correct.
December 13 2024	San Diego, California	_	
Date and Location		ع	eclarant
	· -	•	ty of the individual who signed the
document to which this certificat	e is attached, and not the tr	utniuiness, accuracy	/, or validity of that document.
STATE OF CALIFORNIA COUNTY OF SAN DIEGO			
name(s) is/are subscribed to the	oussard, who proved to me within instrument and ackno (ies), and that by his/her/th	on the basis of satis owledged to me tha eir signature(s) on t	Larson factory evidence to be the person(s) whose t he/she/they executed the same in his instrument the person(s), or the entity
I certify under PENALTY OF PERJU correct.	JRY under the laws of the St	ate of California tha	t the foregoing paragraph is true and
WITNESS my hand and official se	al.		ADELINA R. LARSON Notary Public - California San Dilego County
Signature	И//	(Seal)	Commission # 2347047 My Comm. Expires Feb 19, 2025

iMailAffidavitNotary Rev. 12/02/2020

## TRUSTEE'S NOTICE OF SALE

TS No.: 127853-OR Loan No.: \*\*\*\*\*6204

Reference is made to that certain trust deed (the "<u>Deed of Trust</u>") executed by FREDRICK W. FORSYTHE, as Grantor, to WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, dated 5/16/2005, recorded 5/20/2005, in Book M05, Page 37078, the subject Deed of Trust was modified by Loan Modification recorded on 9/23/2005 as Instrument MO5-64979 in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

Beginning at an iron on the Westerly right of way line of Summers Lane which lies South 0° 10' East along the Section line a distance of 827.1 feet and North 88° 39' West, a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39, South Range 9, East of the Willamette Meridian, Klamath County, Oregon, and running thence, continuing North 88° 39' West, a distance of 275.4 feet to an iron pin; thence, South 0° 10' East, parallel to the Section line, a distance of 78.4 feet to an iron pin; thence, South 88° 39' East 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence, North 0° 10' West, along the Westerly right of way line of Summers Lane, a distance 78.4 feet, more or less to the point of beginning, in the NE 1/4 of NE 1/4 of Section 15, Township 39, South of Range 9 East of the Willamette Meridian, Klamath County, Oregon.

APN: 577156/3909-015AA-10300

Commonly known as: 4832 SUMMERS LANE KLAMATH FALLS, OR 97603

The current beneficiary is:

FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

	TOTAL REQUIRED TO PAYOFF:	\$85,030.90
	Total Required to Reinstate:	\$7,147.17
Beneficiary Advances:		\$1,640.97
Late Charges:		\$87.16
5/1/2024 - 12/1/2024		\$5,419.04
Detinquent Payments: <u>Dates</u> :		Total:

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$79,328.39 together with interest thereon at the rate of 5.875 % per annum, from 4/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on 4/17/2025, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY

Dated: 12/3/2024

CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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.

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 the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP

1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

Phone: 858-750-7777

866-931-0036

Hamsa Uchi, Authorized Signatory of Trustee

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 4/17/2025 at ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601 at 10:00 AM. 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.

Trustee: CLEAR RECON CORP 1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636 <a href="http://www.osbar.org">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org">http://www.osbar.org</a>; <a hr

Oregon Law Help: http://oregonlawhelp.org/OR/index.cfm

Free Legal Assistance: <a href="http://www.oregonlawcenter.org/">http://www.oregonlawcenter.org/</a>
Portland (503)473-8329
Coos Bay (800)303-3638
Ontario (888)250-9877
Salem (503)485-0696
Grants Pass (541)476-1058
Woodburn (800)973-9003
Hillsboro (877)726-4381

#### **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:

4832 SUMMERS LANE KLAMATH FALLS, OR 97603

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 12/3/2024 to bring your mortgage loan current was \$7,147.17. 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 (858) 750-7777 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:

Clear Recon Corp 1915 NE Stucki Avenue, 4th Floor Hillsboro, OR 97006 Phone: 866-931-0036

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

Date and time: 4/17/2025 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH

COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR

97601

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

- 1. You can pay the amount past due or correct any other default, up to five days before the sale.
- 2. You can refinance or otherwise pay off the loan in full anytime before the sale.
- 3. You can call **Selene Finance** at **713-625-2000** 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 toll-free phone contact number at 855-480-1950. You may also wish 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 <a href="http://www.oregonlawhelp.org">http://www.oregonlawhelp.org</a>.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

**WARNING:** You may get offers from people saying they can help you keep your property. 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: <u>12/3/2024</u>	
Trustee name: Clear Recon Corp.	
Trustee signature:	Hamsa Uchi
Trustee telephone number: 858-750-7777	

Trustee Sale No.: <u>127853-OR</u>

2024-010533

Klamath County, Oregon 12/05/2024 03:35:01 PM

Fee: \$102.00

#### When recorded mail document to:

Clear Recon Corp 1915 NE Stucki Avenue, 4th Floor Hillsboro, OR 97006 Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 127853-OR Loan No.: \*\*\*\*\*\*6204

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by FREDRICK W. FORSYTHE, as Grantor, to WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, dated 5/16/2005, recorded 5/20/2005, in Book M05, Page 37078, the subject Deed of Trust was modified by Loan Modification recorded on 9/23/2005 as Instrument MO5-64979 in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

Beginning at an iron on the Westerly right of way line of Summers Lane which lies South 0° 10' East along the Section line a distance of 827.1 feet and North 88° 39' West, a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39, South Range 9, East of the Willamette Meridian, Klamath County, Oregon, and running thence, continuing North 88° 39' West, a distance of 275.4 feet to an iron pin; thence, South 0° 10' East, parallel to the Section line, a distance of 78.4 feet to an iron pin; thence, South 88° 39' East 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence, North 0° 10' West, along the Westerly right of way line of Summers Lane, a distance 78.4 feet, more or less to the point of beginning, in the NE 1/4 of NE 1/4 of Section 15, Township 39, South of Range 9 East of the Willamette Meridian, Klamath County, Oregon.

APN: 577156 / 3909-015AA-10300

Commonly known as: 4832 SUMMERS LANE KLAMATH FALLS, OR 97603

The current beneficiary is: FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1

The undersigned hereby certifies that no assignments of the Deed of Trust 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 Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

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

Delinquent Payments:

 Dates:
 Total:

 5/1/2024 - 12/1/2024
 \$5,419.04

 Late Charges:
 \$87.16

 Beneficiary Advances:
 \$1,640.97

 TOTAL REQUIRED TO REINSTATE:
 \$7,147.17

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: \$85,030.90

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder, for eash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of 10:00 AM., standard time, as established by ORS 187.110, on 4/17/2025, at the following place:

# ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601

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

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.

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 Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/3/2024 CLEAR RECON CORP

Clear Recon Corp

1915 NE Stucki Avenue, 4th Floor

Hillsboro, OR 97006

Phone: \$58-750-7777 or 866-931-0036

Hamsa Uchi, Authorized Signatory of Trustee

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
Commerce Con Diame	١.

County of San Diego )

On DEC 0.3 2024 before me, Jennifer De La Merced, Notary Public, personally appeared hamsa uch 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.

Signature

JENNIFER DE LA MERCED
Notary Public - California
San Diego County
Commission # 2479698
My Comm. Expires Jan 16, 2028

### After recording, return to:

# OREGON FORECLOSURE AVOIDANCE PROGRAM BENEFICIARY EXEMPTION AFFIDAVIT

	Lender/Beneficiary:	FEDERAL HOME LOAN MORTGAGE CORP SERIES 2023-1
	Jurisdiction*	VA
*If Lender/Benefic	iary is not a natural person, p	rovide the state or other jurisdiction in which the Lender/Beneficiary is organized.
i, <u>K</u>	orey McGovern	(printed name) being first duly sworn, depose, and state that
This affidavit is 86.726(1)(b).	submitted for a claim of	exemption to the Office of the Attorney General of Oregon under ORS
to com sale ui exceed  2. The ur [is [is exemp	mence the following numer of the following numer of the following states of the following states of the individual claiming states of the following st	entity commenced or caused an affiliate or agent of the individual or entity above of actions to foreclose a residential trust deed by advertisement and uit under ORS 88.010 during the prior calendar year:
State of Fig.	orida . ) . ) ss.	(Signature) Korey McGovern
County of Signed and sw	Ouval ) om to (or affirmed) before	e me this $27^{\text{th}}$ day of $\sqrt{\text{VWe}}$ , $2024$
by	Korey McGove	Notary Public for Florida
Com	BIE BENZLEY nission # HH 343297 es December 20, 2026	My commission expires: 12.20.2026

Februal Home Loan Mertgage Corporation as Tragke for the

Form 300 V7/5/14

Bene Cit of the Feldie Mac Several Laws skeetered Transaction That series

Laws-1

#### Exhibit A to Declaration of Mailing

Postal Class: First Class Mail Date: 12/12/2024

Type of Mailing: ORNODNTSHO

0071930-01 000 1232529 Piedmont Attachment:

> (11)9690024889180519 FREDRICK W. FORSYTHE 4832 SUMMERS LANE

**4TH FALLS, OR 97603** 

(11)9690024889180618 1 **FRÉDRICK W. FORSYTHE** 

4721 GARY ST

**4TH FALLS, OR 97603** 

2 (11)9690024889180694

DAWN FORSYTHE AKA DAWN MARIE FORSYTHE AKA DAWN MARIE DODSON

Sender: Aldridge Pite LLP

Atlanta GA 30305

6 Piedmont Center, 3525 Piedmont Rd. NE

4832 SUMMERS LANE

ATH FALLS, OR 97603

3 (11)9690024889180779

DAWN FORSYTHE AKA DAWN MARIE FORSYTHE AKA DAWN MARIE DODSON

4721 GARY ST

**4TH FALLS, OR 97603** 

4 (11)9690024889180854 **FRÉDRICK W. FORSYTHE** 

PO BOX 618

ND, OR 97634-0618

5 (11)9690024889180922

DAWN FORSYTHE AKA DAWN MARIE FORSYTHE AKA DAWN MARIE DODSON

PO BOX 618

ND, OR 97634-0618

6 (11)9690024889180977

THE ESTATE OF FREDRICK W. FORSYTHE

4721 GARY ST

**4TH FALLS, OR 97603** 

7 (11)9690024889181042

THÉ ESTATE OF FREDRICK W. FORSYTHE

4832 SUMMERS LANE

**4TH FALLS, OR 97603** 

(11)9690024889181103 8

THE ESTATE OF FREDRICK W. FORSYTHE

PO BOX 618

ND, OR 97634-0618

#### Exhibit A to Declaration of Mailing

Postal Class: Electronic - Ret Mail Date: 12/12/2024

Type of Mailing: ORNODNTSHO

0071930-01 000 1232529 Piedmont Attachment:

> 71969002484090336458 FREDRICK W. FORSYTHE 4832 SUMMERS LANE

**4TH FALLS, OR 97603** 

71969002484090336557 1 FREDRICK W. FORSYTHE

4721 GARY ST

**4TH FALLS, OR 97603** 

2 71969002484090336632

DAWN FORSYTHE AKA DAWN MARIE FORSYTHE AKA DAWN MARIE DODSON

Sender: Aldridge Pite LLP

Atlanta GA 30305

6 Piedmont Center, 3525 Piedmont Rd. NE

4832 SUMMERS LANE

ATH FALLS, OR 97603

3 71969002484090336717

DAWN FORSYTHE AKA DAWN MARIE FORSYTHE AKA DAWN MARIE DODSON

4721 GARY ST

**4TH FALLS, OR 97603** 

4 71969002484090336779 FREDRICK W. FORSYTHE

PO BOX 618

ND, OR 97634-0618

5 71969002484090336878

DAWN FORSYTHE AKA DAWN MARIE FORSYTHE AKA DAWN MARIE DODSON

PO BOX 618

ND, OR 97634-0618

6 71969002484090336946

THE ESTATE OF FREDRICK W. FORSYTHE

4721 GARY ST

**4TH FALLS, OR 97603** 

7 71969002484090337028

THE ESTATE OF FREDRICK W. FORSYTHE

4832 SUMMERS LANE

**4TH FALLS, OR 97603** 

8 71969002484090337103

THE ESTATE OF FREDRICK W. FORSYTHE

PO BOX 618

ND, OR 97634-0618

## **DECLARATION OF MAILING**



Rev. 12/02/2020

Reference No: 127853-OR Mailing Number: 0071932-01 Type of Mailing: ORNODNTS STATE OF CALIFORNIA } } SS **COUNTY OF SAN DIEGO** 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 Aldridge Pite LLP on 12/12/2024, 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. ☐ 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): I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. December 13 2024 San Diego, California **Date and Location** 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** December 13 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. ADELINA R. LARSON Notary Public - California (Seal) Signature an Diego County Commission # 2347047 Comm. Expires Feb 15, 2025

iMailAffidavitNotary

## TRUSTEE'S NOTICE OF SALE

TS No.: 127853-OR Loan No.: \*\*\*\*\*6204

Reference is made to that certain trust deed (the "<u>Deed of Trust</u>") executed by FREDRICK W. FORSYTHE, as Grantor, to WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, dated 5/16/2005, recorded 5/20/2005, in Book M05, Page 37078, the subject Deed of Trust was modified by Loan Modification recorded on 9/23/2005 as Instrument MO5-64979 in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

Beginning at an iron on the Westerly right of way line of Summers Lane which lies South 0° 10' East along the Section line a distance of 827.1 feet and North 88° 39' West, a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39, South Range 9, East of the Willamette Meridian, Klamath County, Oregon, and running thence, continuing North 88° 39' West, a distance of 275.4 feet to an iron pin; thence, South 0° 10' East, parallel to the Section line, a distance of 78.4 feet to an iron pin; thence, South 88° 39' East 275.4 feet to an iron pin on the Westerly right of way line of Summers Lane; thence, North 0° 10' West, along the Westerly right of way line of Summers Lane, a distance 78.4 feet, more or less to the point of beginning, in the NE 1/4 of NE 1/4 of Section 15, Township 39, South of Range 9 East of the Willamette Meridian, Klamath County, Oregon.

APN: 577156/3909-015AA-10300

Commonly known as: 4832 SUMMERS LANE KLAMATH FALLS, OR 97603

The current beneficiary is:

FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1

Both the beneficiary and the trustee have elected to sell the above-described real property to satisfy the obligations secured by the Deed of Trust and notice has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due, the following sums:

	TOTAL REQUIRED TO PAYOFF:	\$85,030.90
	Total Required to Reinstate:	\$7,147.17
Beneficiary Advances:		\$1,640.97
Late Charges:		\$87.16
5/1/2024 - 12/1/2024		\$5,419.04
Detinquent Payments: <u>Dates</u> :		Total:

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$79,328.39 together with interest thereon at the rate of 5.875 % per annum, from 4/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on 4/17/2025, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY

Dated: 12/3/2024

CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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.

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 the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP

1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

Phone: 858-750-7777

866-931-0036

Hamsa Uchi, Authorized Signatory of Trustee

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 4/17/2025 at ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601 at 10:00 AM. 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.

Trustee: CLEAR RECON CORP 1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636 <a href="http://www.osbar.org">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org">http://www.osbar.org</a>; <a hr

Oregon Law Help: http://oregonlawhelp.org/OR/index.cfm

Free Legal Assistance: <a href="http://www.oregonlawcenter.org/">http://www.oregonlawcenter.org/</a>
Portland (503)473-8329
Coos Bay (800)303-3638
Ontario (888)250-9877
Salem (503)485-0696
Grants Pass (541)476-1058
Woodburn (800)973-9003
Hillsboro (877)726-4381

2024-010533

Klamath County, Oregon 12/05/2024 03:35:01 PM

Fee: \$102.00

#### When recorded mail document to:

Clear Recon Corp 1915 NE Stucki Avenue, 4th Floor Hillsboro, OR 97006 Phone: 866-931-0036

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF DEFAULT AND ELECTION TO SELL

TS No.: 127853-OR Loan No.: \*\*\*\*\*\*6204

Legal Authority: ORS 86.752, 86.771

Reference is made to that certain trust deed (the "Deed of Trust") executed by FREDRICK W. FORSYTHE, as Grantor, to WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Beneficiary, dated 5/16/2005, recorded 5/20/2005, in Book M05, Page 37078, the subject Deed of Trust was modified by Loan Modification recorded on 9/23/2005 as Instrument MO5-64979 in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon:

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APN: 577156 / 3909-015AA-10300

Commonly known as: 4832 SUMMERS LANE KLAMATH FALLS, OR 97603

The current beneficiary is: FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1

The undersigned hereby certifies that no assignments of the Deed of Trust 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 Deed of Trust, or, if such action has been instituted, the action has been dismissed, except as permitted by ORS 86.752(7), 86.010.

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

Delinquent Payments:

 Dates:
 Total:

 5/1/2024 - 12/1/2024
 \$5,419.04

 Late Charges:
 \$87.16

 Beneficiary Advances:
 \$1,640.97

 TOTAL REQUIRED TO REINSTATE:
 \$7,147.17

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, those sums being the following: \$85,030.90

Notice hereby is given that the beneficiary and trustee, by reason of default, have elected and do hereby elect to foreclose the Deed of Trust by advertisement and sale pursuant to ORS 86.705 to 86.815, and to cause to be sold at public auction to the highest bidder, for eash, the interest in the described property which grantor had, or had the power to convey, at the time grantor executed the Deed of Trust, together with any interest grantor or grantor's successor in interest acquired after the execution of the Deed of Trust, to satisfy the obligations secured by the Deed of Trust and the expenses of the sale, including the compensations of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The Sale will be held at the hour of 10:00 AM., standard time, as established by ORS 187.110, on 4/17/2025, at the following place:

# ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601

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

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.

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 Deed of Trust, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

Dated: 12/3/2024 CLEAR RECON CORP

Clear Recon Corp

1915 NE Stucki Avenue, 4th Floor

Hillsboro, OR 97006

Phone: \$58-750-7777 or 866-931-0036

Hamsa Uchi, Authorized Signatory of Trustee

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
Commerce Con Diame	١.

County of San Diego )

On DEC 0.3 2024 before me, Jennifer De La Merced, Notary Public, personally appeared hamsa uch 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.

Signature

JENNIFER DE LA MERCED
Notary Public - California
San Diego County
Commission # 2479698
My Comm. Expires Jan 16, 2028

### After recording, return to:

# OREGON FORECLOSURE AVOIDANCE PROGRAM BENEFICIARY EXEMPTION AFFIDAVIT

	Lender/Beneficiary:	FEDERAL HOME LOAN MORTGAGE CORP SERIES 2023-1
	Jurisdiction*	VA
*If Lender/Benefic	iary is not a natural person, p	rovide the state or other jurisdiction in which the Lender/Beneficiary is organized.
i, <u>K</u>	orey McGovern	(printed name) being first duly sworn, depose, and state that
This affidavit is 86.726(1)(b).	submitted for a claim of	exemption to the Office of the Attorney General of Oregon under ORS
to com sale ui exceed  2. The ur [is [is exemp	mence the following numer of the following numer of the following states of the following states of the individual claiming states of the following st	entity commenced or caused an affiliate or agent of the individual or entity above of actions to foreclose a residential trust deed by advertisement and uit under ORS 88.010 during the prior calendar year:
State of Fig.	orida . ) . ) ss.	(Signature) Korey McGovern
County of Signed and sw	Ouval ) om to (or affirmed) before	e me this $27^{\text{th}}$ day of $\sqrt{\text{VWe}}$ , $2024$
by	Korey McGove	Notary Public for Florida
Com	BIE BENZLEY nission # HH 343297 es December 20, 2026	My commission expires: 12.20.2026

Februal Home Loan Mertgage Corporation as Tragke for the

Form 300 V7/5/14

Bene Cit of the Feldie Mac Several Laws skeetered Transaction That series

Laws-1

#### Exhibit A to Declaration of Mailing

Postal Class: First Class Mail Date: 12/12/2024

Type of Mailing: Attachment: **ORNODNTS** 

0071932-01 000 1232531 Piedmont

(11)9690024889181318

Occupants/Tenants 4832 SUMMERS LANE

**4TH FALLS, OR 97603** 

1

(11)9690024889181363 CARTER-JONES COLLECTION SERVICE, INC.

1143 PINE STREET

**ATH FALLS, OR 97601** 

2 (11)9690024889181424

FEDERAL HOME LOAN MORTGAGE CORPORATION C/O SELENE FINANCE LP 3501 OLYMPUS BLVD. SUITE 500

Sender: Aldridge Pite LLP

6 Piedmont Center, 3525 Piedmont Rd. NE Atlanta GA 30305

\S, TX 75019

(11)9690024889181509

OREGON DEPARTMENT OF HUMAN SERVICES, ESTATE ADMINISTRATION UNIT

PO BOX 14021

**SALEM, OR 97309** 

(11)9690024889181561

OREGON HEALTH AUTHORITY 500 SUMMER ST. NE, E-20

SALEM, OR 97301

#### Exhibit A to Declaration of Mailing

Electronic - Ret 12/12/2024 Postal Class: Mail Date: Type of Mailing: ORNODNTS

Attachment: 0071932-01 000 1232531 Piedmont

> 71969002484090337202 0 Occupants/Tenants 4832 SUMMERS LANE

ATH FALLS, OR 97603

1 71969002484090337271

CARTER-JONES COLLECTION SERVICE, INC. 1143 PINE STREET

**ATH FALLS, OR 97601** 

2 71969002484090337356

FEDERAL HOME LOAN MORTGAGE CORPORATION C/O SELENE FINANCE LP

Sender: Aldridge Pite LLP 6 Piedmont Center, 3525 Piedmont Rd. NE

Atlanta GA 30305

3501 OLYMPUS BLVD. SUITE 500

\S, TX 75019

3 71969002484090337417

OREGON DEPARTMENT OF HUMAN SERVICES, ESTATE ADMINISTRATION UNIT

PO BOX 14021

SALEM, OR 97309

71969002484090337479

OREGON HEALTH AUTHORITY 500 SUMMER ST. NE, E-20

SALEM, OR 97301

## Affidavit of Posting/Service

Case Number: 127853-OR

Grantor: FREDRICK W. FORSYTHE,

Service Documents: Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of Danger of Losing Property

For:

Attn: POSTINGS The Stox Group- Postings 17671 IRVINE BLVD SUITE 204 TUSTIN, CA 92780

Received by Barrister Support dba Malstrom's Process Serving on the 6th day of December, 2024 at 2:36 pm to be served on FREDRICK W. FORSYTHE and/or ALL OCCUPANTS, 4832 SUMMERS LANE, KLAMATH FALLS, OR 97603.

I, Dawn Becker, being duly sworn, depose and say that on the 9th day of December, 2024 at 11:45 am, I:

made service of the attached **Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of Danger of Losing Property** upon the individuals and/or entities named below by delivering a copy of the aforementioned document at the following address:

FREDRICK W. FORSYTHE, 4832 SUMMERS LANE, KLAMATH FALLS, OR 97603 ("Property Address") as follows:

I attempted personal service at the Property Address on 12/9/2024 at 11:45 am and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously on the front door pursuant to ORS 86.774(1)(a)(b)(A)

On the second attempt I:

I attempted personal service at the Property Address on 12/14/2024 at 11:53 am and on this attempt I received no answer from any occupant(s) at this address. I then POSTED such true copy conspicuously on the property pursuant to ORS 86.774(1)(a)(b)(A)

On the third attempt I:

PERSONALLY SERVED MICHAEL "DOE", OCCUPANT a true copy of the Trustee's Notice of Sale, Notice to Residential Tenants, and Notice of Danger of Losing Property on 12/21/2024 at 11:04 am at the address stated above.

CERTIFICATION OF MAILING: I Chelsea Chambers certify that on 12/27/2024 a true copy of the above documents and a copy of this Affidavit of Service were mailed to the same address, addressed to "OCC PANT,S" pursuant to ORS 86,774(1)(a)(C).



## Affidavit of Posting/Service For 127853-OR

I declare under penalty of perjury that I am a resident of the State of Oregon. I am a competent person 18 years of age or older and not a party to or attorney in this proceeding and am authorized to serve the process described herein. I certify that the person, firm, or corporation served is the identical one named in this action. I am not a party to nor an officer, director, or employee of, nor attorney for any party, corporate or otherwise.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that it is

made for use as evidence in court and is subject to penalty for perjury.

Subscribed and Sworn to before me on the

day of January, 2025 by the affiant who is personally known to me.

- Tool

OFFICIAL STAMP ALISA MARILYN GAILEY

NOTARY PUBLIC - OREGON COMMISSION NO. 1034446

MY COMMISSION EXPIRES MARCH 14, 2027

Dawn Becker **Process Server** 

**Date** 

**Barrister Support dba Malstrom's Process** 

Serving PO Box 3474 Salem, OR 97302

Our Job Serial Number: TSB-2024006947

Ref: 949100

## TRUSTEE'S NOTICE OF SALE

TS No.: 127853-OR Loan No.: \*\*\*\*\*6204

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APN: 577156/3909-015AA-10300

Commonly known as: 4832 SUMMERS LANE KLAMATH FALLS, OR 97603

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FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1

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5/1/2024 - 12/1/2024		\$5,419.04
Detinquent Payments: <u>Dates</u> :		Total:

By reason of the default, the beneficiary has declared all obligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$79,328.39 together with interest thereon at the rate of 5.875 % per annum, from 4/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust

Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on 4/17/2025, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY

Dated: 12/3/2024

CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86.778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), together with the costs, trustee's and attorneys' fees, and curing any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five days before the date last set for sale.

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.

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 the Deed of Trust, the words "trustee" and "beneficiary" include their respective successors in interest, if any.

CLEAR RECON CORP

1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

Phone: 858-750-7777

866-931-0036

Hamsa Uchi, Authorized Signatory of Trustee

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 4/17/2025 at ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601 at 10:00 AM. 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.

Trustee: CLEAR RECON CORP 1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006

Oregon State Bar Lawyer Referral Service: (503)684-3763 or (800)452-7636 <a href="http://www.osbar.org">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org/public/ris/ris.html#referral">http://www.osbar.org</a>; <a href="http://www.osbar.org">http://www.osbar.org</a>; <a hr

Oregon Law Help: http://oregonlawhelp.org/OR/index.cfm

Free Legal Assistance: <a href="http://www.oregonlawcenter.org/">http://www.oregonlawcenter.org/</a>
Portland (503)473-8329
Coos Bay (800)303-3638
Ontario (888)250-9877
Salem (503)485-0696
Grants Pass (541)476-1058
Woodburn (800)973-9003
Hillsboro (877)726-4381

#### **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:

4832 SUMMERS LANE KLAMATH FALLS, OR 97603

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 12/3/2024 to bring your mortgage loan current was \$7,147.17. 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 (858) 750-7777 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:

Clear Recon Corp 1915 NE Stucki Avenue, 4th Floor Hillsboro, OR 97006 Phone: 866-931-0036

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

Date and time: 4/17/2025 at 10:00 AM

Place: ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH

COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR

97601

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

- 1. You can pay the amount past due or correct any other default, up to five days before the sale.
- 2. You can refinance or otherwise pay off the loan in full anytime before the sale.
- 3. You can call **Selene Finance** at **713-625-2000** 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 toll-free phone contact number at 855-480-1950. You may also wish 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 <a href="http://www.oregonlawhelp.org">http://www.oregonlawhelp.org</a>.

If you are a veteran of the armed forces, assistance may be available from a county veterans' service officer or community action agency. Contact information for a local county veterans' service officer and community action agency may be obtained by calling a 2-1-1 information service.

WARNING: You may get offers from people saying they can help you keep your property. 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: <u>12/3/2024</u>		
Trustee name: Clear Recon Corp.		
Trustee signature: Nowo	Hamsa Uchi	
Trustee telephone number: 858-750-7777		

Trustee Sale No.: <u>127853-OR</u>

# AFFIDAVIT OF PUBLICATION STATE OF OREGON, COUNTY OF KLAMATH

1, 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 # 24538 TS#127853-OR 4832 Summers Ln

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: 12/25/24, 01/01/25, 01/08/25, 01/15/25

Total Cost: \$1,361.16

Subscribed and sworn by Heather Boozer before me on:

On 15th day of January, in the year of 2025

Notary Public of Oregon

My commission expires June 6, 2028



#### TRUSTEE'S NOTICE OF SALE

TRUSTEE'S NOTICE OF SALE

TRUSTEF'S NOTICE OF SALE TS No.: 127853-OR Loan No.: """6204 Reference is made to that certain trust deed (the "Deed of Trust") executed by FREDRICK W. FORSYTHE, as Grantor, to WELLS FARGO FINANCIAL NATIONAL BANK, as Trustee, in favor of WELLS FARGO SANK, NATIONAL ASSOCIATION, as Beneficiary, dated 5/16/2005, recorded 5/20/2005, in Book M05, Page 37078, the subject Deed of Trust was modified by Loan Modification recorded on 9/23/2005 as Instrument M05-64979 in the Official Records of Klamath County, Oregon, which covers the following described real property situated in Klamath County, Oregon: Beginning at an iron on the Westerly right of way line of Summers Lane which lies South 0"10" East along the Section line a distance of 8271 feet and North 88" 39' West, a distance of 30 feet from the iron axle which marks the Northeast corner of Section 15, Township 39, South Range 9, East of the Williamette Meridian, Klamath County, Oregon, and running thence, continuing North 88" 39' West, a distance of 275.4 feet to an iron pin; thence, South 88" 39' East 275.4 feet to an iron pin thence, south 0" 10" East, parallel to the Soction line, a distance of 78.4 feet to an iron pin on the Westerly right of way line of Summers Lane; a distance of Summers Lane; thence, North 0" 10' West, along the Westerly right of way line of Summers Lane, a distance 78.4 feet more or less to the point of beginning, in the NE 1/4 of NE 1/4 of Section 15, Township 39, South of Range 9 East of the Williamette Meridian, Klamath County, Oregon. APN: 577156 / 3909-015AA-10300 Commonly known as: 4832 SUMMERS LANE KLAMATH FALLS, OR 97603 The current beneficiary is: FEDERAL HOME LOAN MORTGAGE CORPORATION AS TRUSTEE FOR THE BENEFITOT THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2023-1 Both the beneficiary and the trustee have elected to self the above-described real property to satisfy the obligations secured by the Deede force and trust and the contract and to the property to satisfy the obligations sec Figure 3. Figure 1. Figure

Delinquent Payments: Dates: 5/1/2024 - 12/1/2024 Late Charges:
Beneficiary Advances:
Total Required to Reinstate:
TOTAL REQUIRED TO PAYOFF:

Total \$5,419.04

\$87.16 \$1,640.97 \$7.147.17 \$85,030.90

By reason of the default, the beneficiary has declared all ob-ligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$79,328.39 together with interest thereon at the rate of 5.875 % per annum, from ligations secured by the Deed of Trust immediately due and payable, including: the principal sum of \$79,328.39 logether with interest thereon at the rate of 5.875 % per annum, from 4/1/2024 until paid, plus all accrued late charges, and all trustee's fees, foreclosure costs, and any sums advanced by the beneficiary pursuant to the terms and conditions of the Deed of Trust Whereof, notice hereby is given that the undersigned trustee, CLEAR RECON CORP, whose address is 1915 NE Stucki Avenue, Suite 400, Hillsboro, OR 97006, will on 4/17/2025, at the hour of 10:00 AM, standard time, as established by ORS 187.110, ON THE MAIN STREET ENTRANCE STEPS TO THE KLAMATH COUNTY CIRCUIT COURT, 316 MAIN ST, KLAMATH FALLS, OR 97601, sell at public auction to the highest bidder in the form of cash equivalent (certified funds or cashier's check) the interest in the above-described real property which the grantor had or had power to convey at the time it executed the Deed of Trust, together with any interest which the grantor or his successors in interest acquired after the execution of the Deed of Trust, 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 ORS 86-778 has the right to have the foreclosure proceeding dismissed and the Deed of Trust reinstated by payment to the beneficiary of the entire amount then due (other than the portion of principal that would not then be due had no default occurred), logather with the costs, trustee's and attorneys' lees, and curring any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust reinstated by payment to the beneficiary of the entire amount then be due had no default occurred), logather with the costs, trustee's and attorneys' lees, and curring any other default complained of in the Notice of Default by tendering the performance required under the Deed of Trust at any time not later than five AFTER RECORDING, RETURN TO: Clear Recon Corp 1915 NE Stucki Avenue, Suite 400 Hillsboro, OR 97006 (858) 750-7777

### AFFIDAVIT OF COMPLIANCE WITH O.R.S. § 86.748(1)

Grantor:	FREDRICK W. FORSYTHE ("Grantor")
Beneficiary:	FEDERAL HOME LOAN MORTGAGE
	CORPORATION AS TRUSTEE FOR THE
	BENEFITOF THE FREDDIE MAC
	SEASONED LOANS STRUCTURED
	TRANSACTION TRUST, SERIES 2023-1
	("Beneficiary")
Trustee:	CLEAR RECON CORP
Property Address:	4832 SUMMERS LANE
	KLAMATH FALLS, OR 97603
Instrument Recording Number:	5/20/2005, in Book M05, Page 37078, the
	subject Deed of Trust was modified by Loan
	Modification recorded on 9/23/2005 as
	Instrument MO5-64979

I, the undersigned, being duly sworn, hereby depose and say that:

- 1. I am Document Execution Specialist Of Selene Finance LP who is the servicer for the Beneficiary of the above-referenced instrument.
- 2. In the regular performance of my job functions, I am familiar with the business records maintained by Selene Finance LP for the purpose of servicing mortgage loans. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Selene Finance LP. It is the regular practice of Selene Finance LP's mortgage servicing business to make these records. The below information is provided on information and belief based upon my understanding of Selene Finance LP's policies and procedures or I have acquired personal knowledge of the matters stated herein by examining the relevant business records.
- 3. *(check the applicable option)*

	ervicer notified ("Notice") Grantor of its foreclosure avoidance within 10 days of making the Determination. The s in plain language.
	ed complete information for a foreclosure avoidance ; therefore, Beneficiary is unable to make a Determination.
Grantor has not requested make, and has not made, a forec	ed foreclosure avoidance. Therefore, Beneficiary is unable to losure avoidance determination.
Grantor did not accept I avoidance measure was not reac	Beneficiary's offer for assistance, Therefore, a foreclosure shed.
	Selene Finance LP
Dated: FEB 0 6 2025	By: Name: Korey McGovern  Title: Document Execution Specialist
State of: Florida County of: Duval	
On FEB 0 6 2025	, before me, Debbie Benzley personally
be the person(s) whose name(s) me that he/she/they executed the	who proved to me on the basis of satisfactory evidence to is/are subscribed to the within instrument and acknowledged to e same in his/her/their authorized capacity(ies), and that by instrument the person(s), or the entity upon behalf of which the strument.
I certify under PENALTY OF P	ERJURY that the foregoing paragraph is true and correct.
WITNESS my hand and official Signature	Seal.  DEBBIE BENZLEY Commission # HH 343297 Expires December 20, 2026

# STATE OF FLORIDA COUNTY OF \_\_\_\_DUVAL (Signature of Signer) Korey McGovern , as authorized representative of Selene Finance LP, its (Printed Name of Signer) **Document Execution Specialist** (Title of Signer) The foregoing instrument was acknowledged before me by means of physical presence this day of February , 20 25 , by Korey McGovern (printed name of signer), as Document Execution Specialist (title of signer) for Selene Finance LP. DEBBIE BENZLEY Commission # HH 343297 Expires December 20, 2026 Debbie Benzley Printed Name of Notary Public (Notary Seal) ; OR Produced Identification (Type of identification produced)