2025-001809
Klamath County, Oregon
03/13/2025 11:40:01 AM
Fee: $137.00

RECORDING COVER SHEET 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 DOES NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

AFTER RECORDING RETURN TO

The Mortgage Law Firm, LLC
650 NE Holiday St., Suite 1600
Portland, OR 97232

1. **TITLE OF THE TRANSACTION (ORS 205.234a)**

   Declaration of Mailing

2. **Grantor(s) and Address (ORS 205.160)**

   James Chandler and Tina Chandler
   145070 Birchwood Rd La Pine OR 97739

3.) **Grantee(s) and Address (ORS 205.1251a and 205.160)**

   The Mortgage Law Firm, LLC
   650 NE Holiday St., Suite 1600
   Portland, OR 97232

4) **APN: 1-028576-4**

DECLARATION OF MAILING

Reference No: 166289
Mailing Number: 0125375-01
Type of Mailing: Letter

STATE OF CALIFORNIA }
} SS
COUNTY OF SAN DIEGO }

I, **Charlene Broussard**, declare as follows:

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

At the request of The Mortgage Law Firm, PLC on 3/7/2025, I deposited in the United States mail a copy of the attached document(s), in separate sealed envelopes, in accordance with the checked mailing classes defined below, postage prepaid, to the address list on exhibit A, attached hereto and made a part hereof.

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

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

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

March 10 2025 San Diego, California
Date and Location

Declarant

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

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On March 10 2025 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)

ADELINA R. LARSON
Notary Public - California
San Diego County
Commission # 2510160
My Comm. Expires Feb 15, 2029

The Mortgage Law Firm, LLC
650 NE Holiday St., Suite 1600
Portland, OR 97232
(971) 270-1230

Notice of Postponement of Trustee's Foreclosure Sale

(ORS 86.782.2)

TS No. **166289** APN No. **140252**

Reference is made to that certain trust deed made by **James Chandler and Tina Chandler**, as grantor, **U.S. Bank Trust Company, National Association**, as trustee, in favor of **U.S. Bank, National Association N.D. ,** as beneficiary, dated **10/10/2007** recorded on **11/15/2007**, Inst No. **2007-019458 and Re-Recorded 2/13/2024 by Instrument No. 2024-001143 in Book xx, Page xx** in the records of **Klamath**, Oregon, covering the following described real property situated in said County and State, to wit:

Lot 69 and 70 in Block 1, Tract 1060, Sun Forest Estates, according to the official plat thereof on file in
the office of the County Clerk of Klamath County, Oregon..

COMMONLY KNOWN AS: 145070 Birchwood Rd, La Pine, OR, 97739

PLEASE BE ADVISED that the sale originally set in the attached Notice of Sale will be postponed to **05/15/2025** at **1:00 PM** at the time and place originally set for sale. A copy of the original Notice of Trustee's Sale is enclosed herein.

The Mortgage Law Firm, LLC

For Information regarding the Sale, the Trustee can be reached at the following telephone number: (971) 270-1230

TRUSTEE'S NOTICE OF SALE

TS No.: **166289** APN: **140252**

Reference is made to that certain deed made by **James Chandler and Tina Chandler** as Grantor to **U.S. Bank Trust Company, National Association**, as Trustee, in favor of **U.S. Bank, National Association N.D.** as Beneficiary, dated **10/10/2007**, recorded **11/15/2007**, in the official records of **Klamath** County, Oregon as Instrument No. **2007-019458 and Re-Recorded 2/13/2024 by Instrument No. 2024-001143** in Book **xx**, Page **xx** covering the following described real property situated in said County and State, to wit:

Lot 69 and 70 in Block 1, Tract 1060, Sun Forest Estates, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Commonly known as: **145070 Birchwood Rd, La Pine, OR 97739**

The current beneficiary is **U.S. Bank National Association** pursuant to the deed of trust recorded on **11/15/2007** as Inst No. **2007-019458** in the records of **Klamath**, Oregon. The beneficiary has elected and directed successor trustee to sell the said real property to satisfy the obligations secured by said trust deed and notice has been recorded pursuant to Section 86.752(3) of Oregon Revised Statutes: the default for which the foreclosure is made is the grantor's failure to:

Make the monthly payments commencing with the payment due on **11/15/2022** and continuing each month until this trust deed is reinstated or goes to trustee's sale; plus a late charge on each installment not paid within fifteen days following the payment due date; trustee's fees and other costs and expenses associated with this foreclosure and any further breach of any term or condition contained in subject note and deed of trust.

1. By the reason of said default the beneficiary has declared all obligations secured by said deed of trust immediately due and payable, said sums being the following, to wit: Principal balance of: **$40,219.44**;
2. Interest through **08/14/2024** in the amount of: **$5,587.76**
3. Late Charges in the amount of: **$125.00**
4. FAN (annual Fee) in the amount of **$90.00**
5. SLI (Accrued Life Insurance) in the amount of: **$89.33**
6. BPO in the Amount of: **$95.00**
7. Attorney Fees in the amount of: **$1,000.00**
8. Attorney Costs in the amount of: **$482.94**
9. Together with the interest thereon at the rate **7.99%** subject to adjustment until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

The principal sum of **$40,219.44** together with the interest thereon at the rate **7.99%** and subject to adjustment from **10/15/2022** until paid; plus all accrued late charges thereon; and all trustee's fees, foreclosure costs and any sums advanced by the beneficiary pursuant to the terms of said deed of trust.

Whereof, notice hereby is given that the undersigned trustee will on **12/26/2024** at the hour of **1:00 PM**, Standard of Time, as established by Section 187.110, Oregon Revised Statutes, at the **Front Steps to the Klamath County Courthouse, 316 Main Street, Klamath Falls, OR 97601**, County of **Klamath**, State of **Oregon**, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured (and the costs and expenses of sale, including a reasonable charge by the trustee). Notice is further given that any person named in Section 86.778 of Oregon Revised Statutes; has the right to have the foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of said principal as would not then be due had no default occurred), together with the costs, trustee's and attorney's fees and curing any other default complained of in the Notice of Default by tendering the performance required under the obligation or trust deed, at any time prior to five days before the date last set for the sale.

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

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

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

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

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

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **12/26/2024** (date). The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

If the foreclosure sale goes through, the new owner will have the right to require you to move out. Before the new owner can require you to move, the new owner must provide you with written notice that specifies the date by which you must move out. If you do not leave before the move-out date, the new owner can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

PROTECTION FROM EVICTION

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

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

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

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

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

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

• Is the result of an arm's-length transaction;

• Requires the payment of rent that is not substantially less than fair market rent for the property, unless the rent is reduced or subsidized due to a federal, state or local subsidy; and

• Was entered into prior to the date of the foreclosure sale.

ABOUT YOUR TENANCY
BETWEEN NOW AND THE FORECLOSURE SALE:

RENT

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

• You do not owe rent;

• The new owner is not your landlord and is not responsible for maintaining the property on your behalf; and

• You must move out by the date the new owner specifies in a notice to you.

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

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

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

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NOTICE TO VETERANS

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

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

Dated: 8/27/2024

The Mortgage Law Firm, LLC

X

By: **Jason L. Cotton, Attorney OSB 223275**

The Mortgage Law Firm, LLC
650 NE Holiday St., Suite 1600
Portland, OR 97232
Phone number for the Trustee: (971) 270-1230

Exhibit A to Declaration of Mailing

Postal Class: First Class
Mail Date: 03/07/2025
Type of Mailing: Letter
Attachment: 0125375-01 000 0307WEB MAX

Sender: The Mortgage Law Firm, PLC
27368 Via Industria Ste 201
Temecula CA 92590

0	(11)9690024894929653 Bank of America, N.A. 1800 Tapo Canyon Road Simi Valley, CA 93063	1
1	(11)9690024894929714 CSO Financial Inc. P.O. Box 1208 Roseburg, OR 97470	2
2	(11)9690024894929769 James L. Chandler 145070 Birchwood Rd La Pine, OR 97739	3
3	(11)9690024894929820 Occupant 145070 Birchwood Rd La Pine, OR 97739	4
4	(11)9690024894929875 Tina L. Chandler 145070 Birchwood Rd La Pine, OR 97739	5
5	(11)9690024894929912 U.S. Bank, National Association N.D. 4355 17th Ave. SW Fargo, ND 58103	6

Exhibit A to Declaration of Mailing

Postal Class:	Certified		
Mail Date:	03/07/2025		Sender: The Mortgage Law Firm, PLC
Type of Mailing:	Letter		27368 Via Industria Ste 201
Attachment:	0125375-01 000 0307WEB MAX		Temecula CA 92590
0	71969002484093024871 Bank of America, N.A. 1800 Tapo Canyon Road Simi Valley, CA 93063	1	
1	71969002484093024925 CSO Financial Inc. P.O. Box 1208 Roseburg, OR 97470	2	
2	71969002484093024970 James L. Chandler 145070 Birchwood Rd La Pine, OR 97739	3	
3	71969002484093025021 Occupant 145070 Birchwood Rd La Pine, OR 97739	4	
4	71969002484093025069 Tina L. Chandler 145070 Birchwood Rd La Pine, OR 97739	5	
5	71969002484093025113 U.S. Bank, National Association N.D. 4355 17th Ave. SW Fargo, ND 58103	6	