RECORDING COVER SHEET Pursuant to ORS 205.234 2025-002609 Klamath County, Oregon

04/10/2025 03:01:01 PM

Fee: \$317.00

#### After recording return to:

ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 Phone: (503) 946-6558

TS NO.: 24-70926

- 1. AFFIDAVIT OF MAILING (s)
- 2. AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE
- 3. TRUSTEE'S NOTICE OF SALE & DANGER NOTICE
- 4. PROOF OF SERVICE
- 5. AFFIDAVIT OF PUBLICATION

#### **Original Grantor(s) on Trust Deed:**

DOUGLAS L. MORGAN AND KATHLEEN S. MORGAN, HUSBAND AND WIFE

#### Beneficiary:

Freedom Mortgage Corporation

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

#### AFFIDAVIT OF MAILING



ADELINA R. LARSON Notary Public - California San Diego County Commission # 2347047

mm. Expires Feb 15, 2025

ZBS Law, LLP Mailing Number 0183392-01 T.S. No.: 24-70926 Loan No.: STATE OF California **COUNTY OF San Diego** The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and that on 12/12/2024, (s)he caused to be mailed copies of the document titled \_ Notice of Sale, Tenant Notice and Danger Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A". Additional Services provided during the production of this mail order (if any): None I declare under penalty of perjury that the foregoing is true and correct. Charlene Broussard A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA **COUNTY OF SAN DIEGO** December 13 2024 before me, \_ Adelina R. Larson personally appearedCharlene 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. (Seal) Signature \_

Postal Class: Mail Date: Type of Mailing: Attachment: First Class 12/12/2024 OROCC 0183392-01 000 20241212 Zieve000336

2

(11)9690024889220055 OCCUPANT 145309 GAIT CT LA PINE, OR 97739-9827

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

Postal Class: Mail Date: Type of Mailing: Attachment:

Electronic - Ret 12/12/2024 OROCC 0183392-01 000 20241212 Zieve000336

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

71969002484090356807 OCCUPANT 145309 GAIT CT LA PINE, OR 97739-9827

#### AFFIDAVIT OF MAILING



**ZBS Law, LLP** Mailing Number 0183393-01 T.S. No.: 24-70926 Loan No.: STATE OF California COUNTY OF San Diego The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and that on 12/12/2024, (s)he caused to be mailed copies of the document titled Notice of Sale and Tenant Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A". Additional Services provided during the production of this mail order (if any): I declare under penalty of perjury that the foregoing is true and correct. Chartene Broussard A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA **COUNTY OF SAN DIEGO** Adelina R. Larson December 13 2024 \_before me, \_ personally appearedCharlene 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
NOTATY Public - California

San Diego County
Commission # 2347047
My Comm. Expires Feb 15, 2025

Postal Class: Mail Date: Type of Mailing: Attachment: Electronic - Ret 12/12/2024 ORRES 0183393-01 000 20241212 Zieve000336

71969002484090356876 RESIDENTIAL TENANTS 145309 GAIT CT LA PINE, OREGON 97739-9827 1

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

#### AFFIDAVIT OF MAILING



ZBS Law, LLP Mailing Number 0183394-01 T.S. No.: 24-70926 Loan No.: STATE OF California COUNTY OF San Diego The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and that on 12/12/2024, (s)he caused to be mailed copies of the document titled \_\_ Notice of Sale, Tenant Notice and Danger Notice via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A". Additional Services provided during the production of this mail order (if any): None I declare under penalty of perjury that the foregoing is true and correct. Charlene Broussard A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA **COUNTY OF SAN DIEGO** December 13 2024 before me, \_ Adelina R. Larson personally appearedCharlene 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.

(Seal)

Signature \_

ADELINA R. LARSON
Notary Public - California
San Diego County
Commission # 2347047
My Comm. Expires Feb 15, 2025

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

Sender: ZBS Law, LLP

30 Corporate Park Drive, Suite 450 Irvine CA 92606 Type of Mailing: ORNTSHO

0183394-01 000 20241212 Zieve000336 Attachment:

(11)9690024889220215 DOUGLAS L. MORGAN 145309 GAIT CT LA PINE, OR 97739-9827

(11)9690024889220277

KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN

145309 GAIT CT LA PINE, OR 97739-9827

6

(11)9690024889220314 THE ESTATE OF DOUGLAS L. MORGAN

145309 GAIT CT LA PINE, OR 97739-9827

(11)9690024889220369 8

THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

(11)9690024889220420 10

KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 26 SE CRAVEN

BEND, OR 97702 (11)9690024889220468

12 DOUGLAS L. MORGAN 26 SE CRAVEN BEND, OR 97702

(11)9690024889220529 14

THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN

26 SE CRAVEN BEND, OR 97702

16

(11)9690024889220574 THE ESTATE OF DOUGLAS L. MORGAN

26 SE CRAVEN BEND, OR 97702

(11)9690024889220611 18

THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

(11)9690024889220666 20

THE HEIRS AND DEVISEES OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 26 SE CRAVEN

BEND, OR 97702

(11)9690024889220727 22

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF

KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN

145309 GAIT COURT **LA PINE, OR 97739** 

(11)9690024889220789 24

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE 438 NE IRVING AVE

BEND, OR 97701

26

(11)9690024889220833

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE 1923 NE UPAS AVE REDMOND, OR 97756-8560

Postal Class: Electronic - Ret Mail Date: 12/12/2024 Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606 Type of Mailing: ORNTSHO 0183394-01 000 20241212 Zieve000336 Attachment: 71969002484090357040 DOUGLAS L. MORGAN 145309 GAIT CT LA PINE, OR 97739-9827 71969002484090357101 3 KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 145309 GAIT CT LA PINE, OR 97739-9827 5 71969002484090357149 THE ESTATE OF DOUGLAS L. MORGAN 145309 GAIT CT LA PINE, OR 97739-9827 7 71969002484090357194 THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN 145309 GAIT CT LA PINE, OR 97739-9827 9 71969002484090357248 KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 26 SE CRAVEN BEND, OR 97702 71969002484090357309 11 DOUGLAS L. MORGAN 26 SE CRAVEN BEND, OR 97702 13 71969002484090357361 THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN 26 SE CRAVEN BEND, OR 97702 71969002484090357408 THE ESTATE OF DOUGLAS L. MORGAN 15 26 SE CRAVEN BEND, OR 97702 17 71969002484090357446 THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 145309 GAIT CT LA PINE, OR 97739-9827 19 71969002484090357507 THE HEIRS AND DEVISEES OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 26 SE CRAVEN BEND, OR 97702

21 71969002484090357538

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF

KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN 145309 GAIT COURT

145309 GAIT COURT LA PINE, OR 97739

23 71969002484090357576

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE

438 NE IRVING AVE

BEND, OR 97701

25

71969002484090357613
DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE 1923 NE UPAS AVE REDMOND, OR 97756-8560

#### AFFIDAVIT OF MAILING



ADELINA R. LARSON

Notary Public - California San Diego County Commission # 2347047 Comm. Expires Feb 15, 2025

ZBS Law, LLP Mailing Number 0183396-01 24-70926 T.S. No.: Loan No.: STATE OF California **COUNTY OF San Diego** The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and that on 12/12/2024, (s)he caused to be mailed copies of the document titled Notice of Sale and Tenant Notice or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A". Additional Services provided during the production of this mail order (if any): I declare under penalty of perjury that the foregoing is true and correct. Charlene Broussard A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF SAN DIEGO December 13 2024 Adelina R. Larson \_ before me, \_ personally appearedCharlene 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.

(Seal)

Signature

Postal Class: Mail Date: Type of Mailing: Attachment:

First Class 12/12/2024

ORNTS 0183396-01 000 20241212 Zieve000336

Sender: ZBS Law, LLP

30 Corporate Park Drive, Suite 450 Irvine CA 92606

2

(11)9690024889221458 FREEDOM MORTGAGE CORPORATION 20 LAKE CENTER DR.

MARLTON, NJ 08053

4

(11)9690024889221489 1ST SECURITY BANK OF WASHINGTON

PO BOX 97000 LYNWOOD, WA 98046

6

(11)9690024889221533 FREEDOM MORTGAGE CORPORATION PO BOX 89486 CLEVELAND, OH 44101-9486

8

(11)9690024889221571 FREEDOM MORTGAGE CORPORATION ATTN: FINAL DOCUMENTS P.O. BOX 8001 FISHERS, IN 46038-8001

10

(11)9690024889221632 CSC 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703

(11)9690024889221670 12

PREEDOM MORTGAGE CORPORATION P.O. BOX 50428 INDIANAPOLIS, IN 46250-0401

14

(11)9690024889221717 FREEDOM MORTGAGE CORPORATION 11988 EXIT 5 PARKWAY BLDG 4 FISHERS, IN 46037

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

Attachment:

0183396-01 000 20241212 Zieve000336

71969002484090357552

FREEDOM MORTGAGE CORPORATION 20 LAKE CENTER DR.

MARLTON, NJ 08053

3

71969002484090357590 1ST SECURITY BANK OF WASHINGTON PO BOX 97000 LYNWOOD, WA 98046

5

71969002484090357620 FREEDOM MORTGAGE CORPORATION

PO BOX 89486 CLEVELAND, OH 44101-9486

71969002484090357644

FREEDOM MORTGAGE CORPORATION ATTN: FINAL DOCUMENTS P.O. BOX 8001

Sender: ZBS Law, LLP

30 Corporate Park Drive, Suite 450 Irvine CA 92606

FISHERS, IN 46038-8001

71969002484090357668 9

CSC 801 ADLAI STEVENSON DRIVE SPRINGFIELD, IL 62703

11

71969002484090357675 FREEDOM MORTGAGE CORPORATION P.O. BOX 50428 INDIANAPOLIS, IN 46250-0401

13

71969002484090357682 FREEDOM MORTGAGE CORPORATION 11988 EXIT 5 PARKWAY BLDG 4 FISHERS, IN 46037

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

#### **Original Beneficiary Name:**

Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for FREEDOM MORTGAGE CORPORATION, beneficiary of the security instrument, its successors and assigns

#### **Current Beneficiary Name:**

Freedom Mortgage Corporation

#### Trustor Name:

DOUGLAS L. MORGAN AND KATHLEEN S. MORGAN, HUSBAND AND WIFE

#### **Original Trustee Name:**

FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON

#### Original trust deed recorded:

8/3/2016, as Instrument No. 2016-008219

TS NO. 24-70926

#### After recording return to:

ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 (503) 946-6558

RECORDING COVER SHEET

#### TRUSTEE'S NOTICE OF SALE

TS NO.: 24-70926

Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by DOUGLAS L. MORGAN AND KATHLEEN S. MORGAN, HUSBAND AND WIFE as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for FREEDOM MORTGAGE CORPORATION, beneficiary of the security instrument, its successors and assigns, as Beneficiary, dated 7/22/2016, recorded 8/3/2016, as Instrument No. 2016-008219, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit:

LOT 48 IN BLOCK 2, TRACT 1098-SPLIT RAIL RANCHOS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

The street address or other common designation, if any for the real property described above is purported to be: 145309 GAIT CT
LA PINE, OREGON 97739-9827

The Tax Assessor's Account ID for the Real Property is purported to be: R138381 / 138381 / 2310-035B0-05800 / 2310-35B-5800

Both the beneficiary and the trustee, ZBS Law, LLP have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys.

The default for which the foreclosure is made is:

The monthly installment of principal and interest which became due on 6/1/2024, late charges, and all subsequent monthly installments of principal and interest.

You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges.

Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance.

Nothing in this notice should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents.

The amount required to cure the default in payments to date is calculated as follows:

From: 6/1/2024

Total of past due payments: \$4,767.98

Late Charges: \$79.24

Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$1,258.00

Trustee's Fees and Costs: \$1,180.00 Total necessary to cure: \$7,285.22

Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee ZBS Law, LLP, to obtain a "reinstatement' and or "payoff" quote prior to remitting funds.

By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: \$98,297.06

Said sale shall be held at the hour of 10:00 AM on 4/25/2025 in accord with the standard of time established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place:

#### Inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601

Other than as shown of record, neither the said beneficiary nor the said trustee have any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the Trust Deed, or of any successor(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except: **NONE** 

Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation(s) of the Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778.

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

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

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

Dated: 12/10/2024

ZBS Law, LLP

Amber L. Labrecque, Esq., OSB#094593

ZBS Law, LLP

Authorized to sign on behalf of the trustee

#### **NOTICE:**

# YOU ARE IN DANGER OF LOSING YOUR PROPERTY IF YOU DO NOT TAKE ACTION IMMEDIATELY TS NO.: 24-70926

This notice is about your mortgage loan on your property at: 145309 GAIT CT LA PINE, OREGON 97739-9827

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

The amount you would have to pay as of 12/17/2024 to bring your mortgage loan current was \$7,285.22. (See enclosed Notice of Sale for additional details regarding this amount.) The amount you must now pay to bring your loan current may have increased since that date.

By law, your lender has to provide you with details about the amount you owe, if you ask. You may call (503) 946-6558 to find out the exact amount you must pay to bring your mortgage loan current and to get other details about the amount you owe. You may also get these details by sending a request by certified mail to:

ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 (503) 946-6558

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

Sale Date: 4/25/2025 Time: 10:00 AM

Place: Inside the main lobby of the Klamath County Courthouse, 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 Freedom Mortgage Corporation at 855-690-5900 to find out if your lender is willing to give you more time or change the terms of your loan.
- 4. You can sell your home, provided the sale price is enough to pay what you owe.

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

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

Dated: 12/10/2024

Trustee Signature:

Trustee Name: ZBS Law, LLP

Amber L. Labrecque, Esq., OSB#094593

ZBS Law, LLP

Authorized to sign on behalf of the trustee Trustee telephone number: 503-946-6558

#### NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 4/25/2025. The date of this sale may be postponed. Unless the lender that is foreclosing on this property is paid before the sale date, the foreclosure will go through and someone new will own this property. After the sale, the new owner is required to provide you with contact information and notice that the sale took place.

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

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

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

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

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

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

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

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

FORECLOSURE SALE: RENT

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

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

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

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

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

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR DWELLING UNIT WITHOUT FIRST GIVING YOU WRITTEN NOTICE AND GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT A LAWYER.

If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.

If this property includes a dwelling unit that is subject to ORS chapter 90 and an individual occupies the unit under a bona fide tenancy, the purchaser may obtain possession by following the procedures set forth in ORS 105.105 to 105.168 and by using the complaint form provided in ORS 105.124 or 105.126.

Oregon State Bar Lawyer Referral Service: 503-684-3763 or toll-free in Oregon at 800-452-7636 Legal Aid Services of Oregon: 1-800-520-5292

# PROOF OF SERVICE JEFFERSON STATE PROCESS SERVICE

STATE OF: Oregon COUNTY OF: Klamath I hereby certify that I served the foregoing individuals or other legal entities to be served, named below, by delivering or leaving true copies or original, certified to be such by the Attorney for the Plaintiff/Defendant, as follows: TRUSTEE'S NOTICE OF SALE FOR THE WITHIN NAMED: All Occupants of 145309 Gait Court. La Pine, OR 97739 PERSONALLY SERVED: Original or True Copy to within named, personally and in person to \_\_\_at the address below. SUBSITUTE SERVICE: By delivering an Original or True Copy to\_\_, a person over the age of 14 who resides at the place of abode of the within named at said abode shown below for: **OTHER METHOD**: By posting the above-mentioned documents to the Main Entrance of the address below. 1st Attempt: December 18, 2024 1:35 PM POSTED 2<sup>nd</sup> Attempt: January 06, 2025 1:30 PM POSTED 3<sup>rd</sup> Attempt: February 27, 2025 2:00 PM **POSTED** NON-OCCUPANCY: I certify that I received the within document(s) for service on \_\_ and after personal inspection, I found the above described real property to be unoccupied. SUBSTITUTE SERVICE MAILER: That on the day of February 28, 2025 | mailed a copy of the Trustee's Notice of Sale addressed to All Known Occupants at the address stated in the Trustee's Notice of Sale with a statement of the date, time, and place at which substitute service was made. 145309 Gait Court. La Pine, OR 97739 ADDRESS OF SERVICE I further certify that I am a competent person 18 years of age or older and a resident of the state of service of the State of Oregon and that I am not a party to nor an officer, director, or employee of nor attorney for any party,

Corporation or otherwise, that the person, firm or corporation served by me is the identical person, firm, or Corporation named in the action.

1:35 PM TIME OF SERVICE

DATE OF SERVICE

December 18, 2024

or non occupancy

Subscribed and sworn to before on this 28 day of \_February , 2025.

OFFICIAL STAMP
ALISA MARILYN GAILEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 1034446
MY COMMISSION EXPIRES MARCH 14, 2027

4830743

1 may 4830743

#### 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 # 25038 TS#2470926 145309 Gait Court

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: 02/05/25, 02/12/25, 02/19/25, 02/26/25

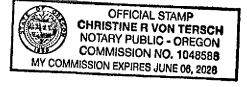
Total Cost: \$1,639.46

Subscribed and sworn by Heather Boozer before me on:

On 6th day of March, in the year of 2025

Notary Public of Oregon

My commission expires June 6, 2028



#### TRUSTEE'S NOTICE OF SALE

TS NO.: 24-70926 Reference is made to that certain Deed of Trust (hereinafter referred as the Trust Deed) made by DOUGLAS L. MORGAN AND KATHLEEN S. MORGAN, HUSBAND AND WIFE as Grantor to FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as trustee, in favor of Mortgage Electronic Registration Systems, Inc. ("MERS"), as designated nominee for FREEDOM MORTGAGE CORPORATION, beneficiary of the security instrument, its successors and assigns, as Beneficiary, dated 7/22/2016, recorded 8/3/2016, as Instrument No. 2016- 008219, in mortgage records of Klamath County, Oregon covering the following described real property situated in said County and State, to-wit: LOT 48 IN BLOCK 2, TRACT 1098-SPLIT RAIL RANCHOS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON. The street address or other common designation, if any for the real property described above is purported to be: 145309 GAT CTI A PINE OREGON 97739-9827 The Tay Assessor's Account property described above is purported to be: 145309 GAIT CTLA PINE, OREGON 97739-9827 The Tax Assessor's Account ID for the Real Property is purported to be: R138381 / 138381 12310-035B0-05800 | 2310-35B-5800 Both the beneficiary and the trustee, ZBS Law, LLP have elected to foreclose the above referenced Trust Deed and sell the said real property to satisfy the trustee, 283 Law, ELF have elected to loleclose the above referenced trust beed and sell the said lear property to satisfy the obligations secured by the Trust Deed and a Notice of Default and Election to Sell has been recorded pursuant to ORS 86.752(3). All right, title, and interest in the said described property which the grantors had, or had power to convey, at the time of execution of the Trust Deed, together with any interest the grantors or their successors in interest acquired after execution of the Trust Deed shall be sold at public auction to the highest bidder for cash to satisfy the obligations secured by the Trust Deed and the expenses of sale, including the compensation of the trustee as provided by law, and the reasonable fees of trustee's attorneys. The default for which the foreclosure is made is: The monthly installment of principal and interest which became due on 6/1/2024, late charges, and all subsequent monthly installments of principal and interest. You are responsible to pay all payments and charges due under the terms and conditions of the loan documents which come due subsequent to the date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges. Furthermore, date of this notice, including, but not limited to, foreclosure trustee fees and costs, advances and late charges. Furthermore, as a condition to bring your account in good standing, you must provide the undersigned with written proof that you are not in default on any senior encumbrance and provide proof of insurance. Nothing in this notice should be construed as a waiver of any fees owing to the beneficiary under the deed of trust, pursuant to the terms and provisions of the loan documents. The amount required to cure the default in payments to date is calculated as follows: From: 6/1/2024 Total of past due payments: \$4,767.98 Late Charges: \$79.24 Additional charges (Taxes, Insurance, Corporate Advances, Other Fees): \$1,258.00 Trustee's Fees and Costs: \$1,180.00 Total necessary to cure: \$7,285.22 Please note the amounts stated herein are subject to confirmation and review and are likely to change during the next 30 days. Please contact the successor trustee ZBS Law, LLP, to obtain the first termonal or "solution and price to remitting flunds, among Pursuage of acid default the bandicing benefits." a "reinstatement' and or "payoff' quote prior to remitting funds.  By reason of said default the beneficiary has declared all sums owing on the obligation secured by the Trust Deed due and payable. The amount required to discharge this lien in its entirety to date is: \$98,297.06 Said sale shall be held at the hour of 10:00 AM on 4/25/2025 in accord with the standard of time. established by ORS 187.110, and pursuant to ORS 86.771(7) shall occur at the following designated place: Inside the main lobby of the Klamath County Courthouse, 316 Main St, Klamath Falls, OR 97601 Other than as shown of record, neither the said beneficiary nor the said trustee have any actual notice of any person having or claiming to have any lien upon or interest in the real property hereinabove described subsequent to the interest of the trustee in the Trust Deed, or of any successor(s) in interest to the grantors or of any lessee or other person in possession of or occupying the property, except: NONE Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obliany other default complained of herein that is capable of being cured by tendering the performance required under the obligation(s) of the Trust Deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with the trustee's and attorney's fees not exceeding the amounts provided by ORS 86.778. The mailing address of the trustee is: ZBS Law, LLP 5 Centerpointe Dr., Suite 400 Lake Oswego, OR 97035 (503) 946-6558 In construing this notice, the masculine gender includes the feminine and the neuter, the singular includes plural, the word "grantor" includes any successor in interest to the grantor as well as any other persons owing an obligation, the performance of which is secured by said trust deed, the words "trustee" and &Isquo; beneficiary" include their respective successors in interest, if any. Without limiting the trustee's disclaimer of representations or warranties, Oregon law requires the trustee to state in this notice that some residential property sold at a trustee's sale may have been used in manufacturing methamphetamines, the chemical components of which are known to be toxic. Prospective purchasers of residential property should be aware of this potential danger before deciding to place a bid for this property at the trustee's sale. Dated: 12/10/2024 ZBS Law, LLPBy: Amber L. Labrecque, Esq., OSB#094593 ZBS Law, LLP Authorized to sign on behalf of the trustee A-4830743 02/05/2025, 02/12/2025, 02/19/2025, 02/26/2025 #25038 February 5, 12, 19, 26, 2025

#### AFFIDAVIT OF MAILING



ZBS Law, LLP Mailing Number 0185995-01 T.S. No.: 24-70926 Loan No.: STATE OF California **COUNTY OF San Diego** The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and \_via certified or that on 2/10/2025, (s)he caused to be mailed copies of the document titled Notice of HUD Occupancy Letter registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A". Additional Services provided during the production of this mail order (if any): None I declare under penalty of perjury that the foregoing is true and correct. Charlene Broussard A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF SAN DIEGO before me, February 11 2025 Adelina R. Larson personally appearedCharlene 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 # 2347047 Comm. Expires Feb 15, 2025

Postal Class: Mail Date: Type of Mailing: Attachment: First Class 02/10/2025 ORHUDOCC 0185995-01 000 20250210 Zieve000336

2

(11)9690024892883285 OCCUPANTS 145309 GAIT CT LA PINE, OREGON 97739-9827

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

Postal Class: Mail Date: Type of Mailing: Attachment:

Electronic - Ret 02/10/2025 ORHUDOCC 0185995-01 000 20250210 Zieve000336

71969002484092122578 OCCUPANTS 145309 GAIT CT LA PINE, OREGON 97739-9827

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606

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

#### NOTICE TO OCCUPANTS OF PENDING ACQUISITION

Date: 2/10/2025

OCCUPANTS 145309 GAIT CT LA PINE, OREGON 97739-9827

HUD/FHA Case No.: **431-6316323-703** T.S. No: **24-70926** 

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTO ES UN AVISO MUY IMPORTANTE. SI NO ENTIENDE EL CONTENIDO, OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE. SI USTED NO RESPONDE DENTRO DE VEINTE (20) DÍAS, PUEDE QUE TENGA QUE MUDARSE DE LA CASA O APARTAMENTO EN QUE VIVE.

#### Dear Occupant:

The mortgage for the property in which you are living is in foreclosure as a result of the property owner's default. Within the next 60 to 90 days, title to the property is expected to be transferred to **Freedom Mortgage Corporation**. Some time thereafter, ownership of the property will probably be transferred to the Secretary of Housing and Urban Development (HUD).

HUD generally requires that there be no one living in properties conveyed to the Secretary as a result of a foreclosure. As the Federal Housing Administration's (FHA) single family program is a mortgage insurance program, it must sell all acquired properties and use the proceeds of sale to help replenish the FHA Mortgage Insurance Fund. It is not a rental program. There are other programs within HUD that assist in making rental housing available.

However, before **Freedom Mortgage Corporation** conveys the property to HUD, you may be entitled to remain in the property for some period of time, pursuant to federal, state, or local law. If applicable, a separate notice regarding occupancy rights will be provided to you when complete title to the property is transferred to **Freedom Mortgage Corporation**.

If you are not entitled to remain in the property under federal, state, or local law, you may nevertheless be eligible to remain in the property upon conveyance to HUD, if certain conditions are met, as described in the document "Conditions for Continued Occupancy" which is attached to this letter (Attachment 3). To be considered for continued occupancy upon conveyance to HUD, you must submit a written request to HUD within 20 days of the date at the top of this letter or the property must be vacated before the time HUD is scheduled to acquire it. Oral requests will not be accepted.

Please use the enclosed, Form HUD-9539, Request for Occupied Conveyance (Attachment 1) in making your request, as it gives HUD information it needs to make its decision. You must send your request and the enclosed Request for Verification of Employment (Attachment 2) to Information Systems & Networks Corporation HUD's Mortgagee Compliance Manager (MCM) at the following address: ISN Western Operation Center, Attn:

Mortgage Compliance Manager, 2000 N Classen Blvd #3200, Oklahoma City, OK 73106. Toll Free: 1-888-619-7835, Fax 1-405-602-1520. As the occupant requesting the occupied conveyance, you have sole responsibility for submission of a signed Verification of Employment form with your Occupied Conveyance request.

1

Publication September 2015 Effective November 1, 2015 If you or a member of your household suffers from an illness or injury that would be aggravated by the process of moving from the property, please also provide supporting documentation of the illness or injury. This documentation must include a projection of the date that the individual could be moved without aggravating the illness or injury and a statement by a state-certified physician establishing the validity of your claim.

Please ensure that you include all required documentation with your request; **incomplete requests will be denied**. Additional information that you wish to include with your request may be written on additional pages that you attach to the Request for Occupied Conveyance form.

If HUD approves your request to remain in the property, you will be required to sign a month-to-month lease and pay rent at the prevailing fair market rate. If HUD does not in fact become owner of this property, any decision it may make with respect to your continued occupancy will no longer apply.

Your right to continued occupancy of the property under HUD's Occupied Conveyance policies will only be temporary, depending on the circumstances, as described in Attachment 4, Temporary Nature of Continued Occupancy.

For assistance in finding affordable housing, you may wish to contact one or more of HUD's approved housing counseling agencies. These agencies usually provide services at little or no cost. A counselor may be able to recommend other organizations that can also be of assistance. If you have access to the Internet, you may locate a local housing counseling agency by visiting the following webpage: <a href="http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm">http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm</a>. Alternatively, you may call the HUD Housing Counseling and Referral Line, weekdays between 9:00 am and 5:00 pm EST. The Referral Line telephone number is (800) 569-4287.

If you have any questions concerning this notice, please contact Freedom Mortgage Corporation, 11988 Exit 5 Pkwy Bldg. 4, Fishers, IN 46037-7939, , 855-690-5900/317-537-3821.

#### SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that requires notice prior to foreclosure. As such, this is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because we have not been notified of your bankruptcy case. If the foregoing applies to you, it is **IMPORTANT** that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case and the bankruptcy chapter number in which you have filed.

|--|--|--|--|--|--|--|--|

Attachments:

Attachment 1 (Request for Occupied Conveyance – form HUD - 9539)

Attachment 2 (Request for Verification of Employment)

NOTE: Mortgagees may use their own standard employment verification forms.

Attachment 3 (Conditions for Continued Occupancy)

2

Publication September 2015 Effective November 1, 2015

Attachment 4	1 (Temporary	Nature of Cor	ntinued Occupancy.
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#### Attachment 1 (Request for Occupied Conveyance - Form HUD - 9539)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

Request for Occupied Conveyance

U.S. Department of Housing and Urban Development

Office of Housing - Federal Housing Commissioner

OMB Approval No. 2502-0429 (exp. 12/31/2017)

Public reporting burden for this collection of information is estimated to average 0.25 hours per mortgagee and 0.5 hours per occupant, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect this information by 24 CFR 203.675 (b)(3). Section 165 of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, requires persons applying for assistance under HUD programs to furnish his or her Social Security Number (SSN). The information will enable HUD to determine whether you qualify as a tenant, to maintain tenant rental accounts, and will provide the basis for facilitating the management and administration of the property disposition program. The information will be released to the local real estate broker who manages the property management. The information may be used to facilitate collection of overdue rents and may be released to collection agencies, consumer reporting and commercial credit agencies, and attorneys hired by the Department. It may also be released to appropriate Federal, State, and local agencies to facilitate collection of rent and, when relevant, to civil, criminal, or regulatory investigations or prosecutions. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested, including all SSNs you and all other household members age six (6) years of age and older, have and use. Giving the SSNs of all family members 6 years of age and older is mandatory; failure to provide the SSNs will affect your eligibility in the program. Failure to provide the requested information may result in a delay or rejection of your request to remain as an occupant.

This form does not supersede the Mortgagee's and/or Servicer's required compliance to the Protecting Tenants at Foreclosure Act (PTFA). This form must be completed by the Occupant(s). When completed, send to HUD's Mortgagee Compliance Manager (MCM). The address, fax, or email information of HUD's current MCM gov/offices/hsg/sfh/nsc/mcm.cfm or you can call 1-800-Call-FHA Property Address City, State & Zip Code: Name of Mortgage Company (Lender): Mortgagee Loan No. FHA Case No. Dear Sir: I(We) desire to continue in occupancy as a tenant of this property if acquired by HUD. I(We) have lived in this property since (please insert date). I(We) will sign a month-to-month lease and pay one month's rent within 15 days of the lease being presented to me(us). I(We) believe that I(we) can afford to make monthly rental payments. In my(our) opinion, this property, in its present condition is structurally sound, free from health and safety hazards, and is otherwise habitable. You may contact me(us) for arranging a convenient time for HUD's required inspection at the following telephone number or my(our) representative at be able to make contact during normal working hours.) I(We) understand that HUD's approval of my(our) request will, in part, be based on my(our) ability to make monthly rental payments. To assist HUD in making its determination, I(we) submit the following information concerning my(our) income: Occupants Name Occupation: Social Security No. Gross Pay Per Month: Employer's Name & Address Employer's Telephone No. Spouse's Name Occupation: Social Security No. Gross Pay Per Month: Employer's Name & Address Employer's Telephone No. Names & Social Security Nos. of all Other Household Members 6 yrs. or older Other Family Income (explain): Other Sources of Income (if any): Obligations (list all obligations including car loans, installment payments, and credit cards) Monthly Payment Present Balance Address (including city, state & zip code) Creditor's Name: \$

You have my (our) permission to contact any of the above for verification purposes.

Occupant's Signature

Ref. Handbook 4310.5

Form HUD-9539 (11/10)

#### Attachment 2 (Request for Verification of Employment - Fannie Mae From 1005)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

### Request for Verification of Employment

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. Seq (if HUD/FHA), by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1921 et. Seq (if USDA/FmHA).

:	Employer - Please c	omplete either Part II or Part III as applicable. Complete Part IV and return directly to lender named in item 2.  ansmitted directly to the lender and is not to be transmitted through the applicant or any other party.									
Part I - Req	uest										
To (Name and address of employer)				2. From (N	2. From (Name and address of lender)						
I certify that th	is verification has bee	n sent directly to	the employer a	and has not passes through t	the hands of	he applicant	or any other ir	iterested party.			
3. Signature of	Lender		4	Title	***************************************	5. Date		6. Lender's Number (Optional)			
7. Name and A	ddress of Applicant (i	nclude employee	or badge num	ber)	8. Sig	nature of App	plicant	<u> </u>			
Part II - Ver	ification of Presen	t Employment					· · · · · · · · · · · · · · · · · · ·				
	Date of Employment	10. Present P	osition	, <u>, , , , , , , , , , , , , , , , , , </u>		II. Prob	ability of Con	tinued Employment			
12A. Current C	cross Base Pay (Enter	Amount and Che	ck Period)	13. For Military Per	rsonnel Only		14. If Over	time or Bonus is Applicable,			
	☐ Annual	☐ Hourly		Pay Grade			Is Its C	ontinuance Likely?			
	☐ Monthly	☐ Other (Spe	cify)	Туре	Monthly A	mount	Overtime				
\$	☐ Weekly 12B. Gros	s Earnings		Base Pay	\$		Bonus	☐ Yes ☐ No			
Туре	Year to Date	Past Year	Past Year	Rations	\$		15. If paid week	hourly - average hours per			
Base Pay	Thru 19 \$	\$	\$	Flight or Hazard	\$		16. Date of	applicant's next pay increase			
Overtime	\$	\$	\$	Clothing	\$		<u> </u>				
Overtime		J J		Quarters	\$		17. Projected amount of next pay increase				
Commissions	<u>  \$                                   </u>	\$	\$	Pro Pay	\$		18 Date of	applicant's last pay increase			
Bonus	\$	\$	\$	Overseas or Combat	\$			10. Date of appream 8 last pay increase			
Total	\$	\$	\$	Variable Housing Allowance	\$		19. Amoun	int of last pay increase			
20. Remarks (II	femployee was off wo	ork for any length	of time, pleas	e indicate time period and re	eason)						
PART III - V	erification of Prev	ious Employm	ent					· · · · · · · · · · · · · · · · · · ·			
21. Date Hired		23. Salary / Wa	ge at Termina	tion Per (Year) (Month) (W	/eek)						
22. Date Termi	nated	Base		Overtime	Overtime Commissions			Bonus			
24. Reason for	Leaving			25. Position	n Held						
conspiracy pu	uthorized Signatu rposed to influence Assistant Secretary	re - Federal state the issuance of	tutes provide any guarant	severe penalties for any y or insurance by the VA	fraud, inter Secretary,	ntional misro the U.S.D.A	epresentation A., FmHA / I	n, or criminal connivance or FHA Commissioner, or the			
26. Signature o	f Employer			27. Title (Please print or ty	pe)			28. Date			
19. Print or type name signed in Item 26				30. Phone No.							

Fannie Mae Form 1005 July 96

#### Attachment 3 (Conditions for Continued Occupancy)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

# **HUD's Occupied Conveyance Procedures CONDITIONS FOR CONTINUED OCCUPANCY**

Unless eviction is prohibited by state or local law, or by circumstances beyond the control of your lender, the following conditions must be met before HUD can approve the occupied conveyance of an acquired property. HUD will determine whether these conditions have been met at HUD's sole and absolute discretion, pursuant to authority provided in FHA occupied conveyance regulations at 24 CFR §§ 203.670-681 and additional guidance provided by the Department:

- 1. You agree to sign a month-to-month lease at fair market rent at the time HUD acquires the property and on a form prescribed by HUD (note: if you qualify for continued occupation based on Item 6.b. below, you will need to pay one month's rent in advance at the time the lease is executed):
- 2. Your total housing cost (rent plus utility costs) will not exceed 38 percent of your net income. However, a higher percentage may be permitted if you have been paying at least the required rental amount or there are other compensating factors, such as savings or family assistance;
- 3. You agree to allow access to the property, during normal business hours and with two days advance notice, by HUD staff or HUD representatives (including real estate brokers) so that the property can be inspected, repaired, or shown to prospective purchasers;
- 4. You disclose the complete and accurate Social Security Number assigned to you and to each member of your household; and
- 5. You submit your request and supporting documentation within 20 days as provided in the attached Notice to Occupant of Pending Acquisition; and
- 6. At least one of the following two sets of conditions has been met:
  - a. An individual residing in the property suffers from a permanent, temporary, or long-term illness or injury that would be aggravated by the process of moving from the property, **or**
  - b. HUD determines that it is in HUD's interest to accept your continued occupation based on criteria described in 24 CFR § 203.671, provided that the property is habitable as described in 24 CFR § 203.673, and that at the time your lender acquires title to the property, you will have lived in the property for at least 90 days.

#### Attachment 4 (Temporary Nature of Continued Occupancy)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

# HUD's Occupied Conveyance Procedures TEMPORARY NATURE OF CONTINUED OCCUPANCY

This is to advise you that occupancy of HUD-owned property is temporary in all cases and is subject to termination to facilitate preparing the property for sale and completing the sale. Temporary means that your lease arrangement with HUD is subject to termination at the convenience of the government upon 30 days notice, or otherwise in accordance with applicable law. You should not view your occupancy of the property as a permanent or long-term arrangement. It is HUD's policy to ask you to vacate the property and, if necessary, take appropriate eviction action for the following causes:

- 1. Your failure to execute the lease;
- 2. Your failure to pay the required rent, including the initial payment at the time of execution of the lease;
- 3. Your failure to comply with the terms of the lease;
- 4. Your failure to allow access to the property upon request to accomplish necessary repairs, inspect the property, or allow real estate brokers to show the property to prospective purchasers;
- 5. Necessity to facilitate preparation of the property for sale and for completion of the sale; or
- 6. Assignment of the property by HUD to a different use or program.

#### AFFIDAVIT OF MAILING



ZBS Law, LLP Mailing Number 0185996-01 T.S. No.: 24-70926 Loan No.: STATE OF California COUNTY OF San Diego The declarant, whose signature appears below, states that (s)he is over the age of eighteen (18) years; is employed in San Diego County at 9620 Ridgehaven Court, Suite A, San Diego, CA 92123; by iMailTracking, LLC acting on behalf of ZBS Law, LLP and that on 2/10/2025, (s)he caused to be mailed copies of the document titled Notice of HUD Occupancy Letter via certified or registered mail and first class mail with postage prepaid, and that such envelope was sealed and deposited in the mail and addressed to the person(s) in attached Exhibit "A". Additional Services provided during the production of this mail order (if any): None I declare under penalty of perjury that the foregoing is true and correct. Charlene Broussard A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. STATE OF CALIFORNIA COUNTY OF SAN DIEGO February 11 2025 before me, \_ Adelina R. Larson personally appearedCharlene 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 # 2347047 My Comm. Expires Feb 15, 2025 Postal Class: First Class Mail Date: 02/10/2025

Sender: ZBS Law, LLP Type of Mailing: **ORHUDHO** 30 Corporate Park Drive, Suite 450

0185996-01 000 20250210 Zieve000336 Attachment: Irvine CA 92606

2 (11)9690024892883346

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE

1923 NE UPAS AVE REDMOND, OR 97756-8560

(11)9690024892883384 4

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE

438 NE IRVING AVE **BEND OR 97701** 

(11)9690024892883407 6

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN 145309 GAIT COURT

LA PINE, OR 97739

8

(11)9690024892883445 THE HEIRS AND DEVISEES OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN

26 SE CRAVEN BEND, OR 97702

10 (11)9690024892883483

THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

12 (11)9690024892883513

THE ESTATE OF DOUGLAS L. MORGAN 26 SE CRAVEN

BEND, OR 97702

14 (11)9690024892883551

THÉ HEIRS AND DEVISEES OF DOUGLAS L. MORGAN

26 SE CRAVEN BEND, OR 97702

(11)9690024892883582 16

DOUGLAS L. MORGAN 26 SE CRAVEN BEND, OR 97702

18

(11)9690024892883643 KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN

26 SE CRAVEN BEND, OR 97702

20 (11)9690024892883667

THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

(11)9690024892883711 22

THE ESTATE OF DOUGLAS L. MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

(11)9690024892883742 24

KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

(11)9690024892883797 DOUGLAS L. MORGAN 145309 GAIT CT LA PINE, OR 97739-9827

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Postal Class: Electronic - Ret Mail Date: 02/10/2025

Sender: ZBS Law, LLP 30 Corporate Park Drive, Suite 450 Irvine CA 92606 ORHUDHO

Type of Mailing: Attachment: 0185996-01 000 20250210 Zieve000336

1 71969002484092122639

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE

1923 NE UPAS AVE

REDMOND, OR 97756-8560

3 71969002484092122660

DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEN SUE MORGAN C/O OREGON LEGACY LAW LLC ATTN: LINDA RATCLIFFE

438 NE IRVING AVE **BEND OR 97701** 

5

71969002484092122707 DANIEL C. COUNTS AKA DANIEL DARREN COUNTS, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF

KATHLEEN S. MORGAN AKA KATHLLEN SUE MORGAN 145309 GAIT COURT

LA PINE, OR 97739

7 71969002484092122738

THE HEIRS AND DEVISEES OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN

26 SE CRAVEN BEND, OR 97702

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THE ESTATE OF KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

11

71969002484092122790 THE ESTATE OF DOUGLAS L. MORGAN 26 SE CRAVEN

BEND, OR 97702

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THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN 26 SE CRAVEN

BEND, OR 97702

15 71969002484092122868

DOUGLAS L. MORGAN 26 SE CRAVEN BEND, OR 97702

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KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN

26 SE CRAVEN BEND, OR 97702

19

71969002484092122912 THE HEIRS AND DEVISEES OF DOUGLAS L. MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

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71969002484092122943 THE ESTATE OF DOUGLAS L. MORGAN 145309 GAIT CT

LA PINE, OR 97739-9827

23 71969002484092122967

KATHLEEN S. MORGAN AKA KATHLEEN SUE MORGAN

145309 GAIT CT LA PINE, OR 97739-9827 71969002484092122981 DOUGLAS L. MORGAN 145309 GAIT CT LA PINE, OR 97739-9827

25

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

#### NOTICE TO OCCUPANTS OF PENDING ACQUISITION

Date: 2/10/2025

DOUGLAS L. MORGAN AND KATHLEEN S. MORGAN, HUSBAND AND WIFE 145309 GAIT CT LA PINE, OREGON 97739-9827

HUD/FHA Case No.: **431-6316323-703** T.S. No: **24-70926** 

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA. ESTO ES UN AVISO MUY IMPORTANTE. SI NO ENTIENDE EL CONTENIDO, OBTENGA UNA TRADUCCIÓN INMEDIATAMENTE. SI USTED NO RESPONDE DENTRO DE VEINTE (20) DÍAS, PUEDE QUE TENGA QUE MUDARSE DE LA CASA O APARTAMENTO EN QUE VIVE.

#### Dear DOUGLAS L. MORGAN AND KATHLEEN S. MORGAN, HUSBAND AND WIFE

The mortgage for the property in which you are living is in foreclosure as a result of the property owner's default. Within the next 60 to 90 days, title to the property is expected to be transferred to **Freedom Mortgage Corporation**. Some time thereafter, ownership of the property will probably be transferred to the Secretary of Housing and Urban Development (HUD).

HUD generally requires that there be no one living in properties conveyed to the Secretary as a result of a foreclosure. As the Federal Housing Administration's (FHA) single family program is a mortgage insurance program, it must sell all acquired properties and use the proceeds of sale to help replenish the FHA Mortgage Insurance Fund. It is not a rental program. There are other programs within HUD that assist in making rental housing available.

However, before **Freedom Mortgage Corporation** conveys the property to HUD, you may be entitled to remain in the property for some period of time, pursuant to federal, state, or local law. If applicable, a separate notice regarding occupancy rights will be provided to you when complete title to the property is transferred to **Freedom Mortgage Corporation**.

If you are not entitled to remain in the property under federal, state, or local law, you may nevertheless be eligible to remain in the property upon conveyance to HUD, if certain conditions are met, as described in the document "Conditions for Continued Occupancy" which is attached to this letter (Attachment 3). To be considered for continued occupancy upon conveyance to HUD, you must submit a written request to HUD within 20 days of the date at the top of this letter or the property must be vacated before the time HUD is scheduled to acquire it. Oral requests will not be accepted.

Please use the enclosed, Form HUD-9539, Request for Occupied Conveyance (Attachment 1) in making your request, as it gives HUD information it needs to make its decision. You must send your request and the enclosed Request for Verification of Employment (Attachment 2) to Information Systems & Networks Corporation HUD's Mortgagee Compliance Manager (MCM) at the following address: ISN Western Operation Center, Attn: Mortgage Compliance Manager, 2000 N Classen Blvd #3200, Oklahoma City, OK 73106. Toll Free: 1-888-619-7835, Fax 1-405-602-1520 As the occupant requesting the occupied conveyance, you have sole responsibility for submission of a signed Verification of Employment form with your Occupied Conveyance request.

1

Publication September 2015 Effective November 1, 2015 If you or a member of your household suffers from an illness or injury that would be aggravated by the process of moving from the property, please also provide supporting documentation of the illness or injury. This documentation must include a projection of the date that the individual could be moved without aggravating the illness or injury and a statement by a state-certified physician establishing the validity of your claim.

Please ensure that you include all required documentation with your request; **incomplete requests will be denied**. Additional information that you wish to include with your request may be written on additional pages that you attach to the Request for Occupied Conveyance form.

If HUD approves your request to remain in the property, you will be required to sign a month-to-month lease and pay rent at the prevailing fair market rate. If HUD does not in fact become owner of this property, any decision it may make with respect to your continued occupancy will no longer apply.

Your right to continued occupancy of the property under HUD's Occupied Conveyance policies will only be temporary, depending on the circumstances, as described in Attachment 4, Temporary Nature of Continued Occupancy.

For assistance in finding affordable housing, you may wish to contact one or more of HUD's approved housing counseling agencies. These agencies usually provide services at little or no cost. A counselor may be able to recommend other organizations that can also be of assistance. If you have access to the Internet, you may locate a local housing counseling agency by visiting the following webpage: <a href="http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm">http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm</a>. Alternatively, you may call the HUD Housing Counseling and Referral Line, weekdays between 9:00 am and 5:00 pm EST. The Referral Line telephone number is (800) 569-4287.

If you have any questions concerning this notice, please contact Freedom Mortgage Corporation, 11988 Exit 5 Pkwy Bldg. 4, Fishers, IN 46037-7939, , 855-690-5900/317-537-3821.

#### SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that requires notice prior to foreclosure. As such, this is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because we have not been notified of your bankruptcy case. If the foregoing applies to you, it is **IMPORTANT** that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case and the bankruptcy chapter number in which you have filed.

Attachments:

Attachment 1 (Request for Occupied Conveyance – form HUD - 9539)

Attachment 2 (Request for Verification of Employment)

NOTE: Mortgagees may use their own standard employment verification forms.

Attachment 3 (Conditions for Continued Occupancy)

2

Publication September 2015 Effective November 1, 2015

Attachment 4	(Temporary	Nature of Continued	l Occupancy
Auguni		/ <b>NUMBER OF CONTROLLING</b>	

#### Attachment 1 (Request for Occupied Conveyance - Form HUD - 9539)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

Request for Occupied Conveyance

U.S. Department of Housing and Urban Development

Office of Housing - Federal Housing Commissioner

OMB Approval No. 2502-0429 (exp. 12/31/2017)

Public reporting burden for this collection of information is estimated to average 0.25 hours per mortgagee and 0.5 hours per occupant, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Privacy Act Statement: The Department of Housing and Urban Development (HUD) is authorized to collect this information by 24 CFR 203.675 (b)(3). Section 165 of the Housing and Community Development Act of 1987, 42 U.S.C. 3543, requires persons applying for assistance under HUD programs to furnish his or her Social Security Number (SSN). The information will enable HUD to determine whether you qualify as a tenant, to maintain tenant rental accounts, and will provide the basis for facilitating the management and administration of the property disposition program. The information will be released to the total real estate broker who manages the property to facilitate property management. The information may be used to facilitate collection of overdue rents and may be released to collection agencies, consumer reporting and commercial credit agencies, and attorneys hired by the Department. It may also be released to appropriate Federal, State, and local agencies to facilitate collection of rent and, when relevant, to civil, criminal, or regulatory investigations or prosecutions. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. You must provide all of the information requested, including all SSNs you and all other household members age six (6) years of age and older, have and use. Giving the SSNs of all family members 6 years of age and older is mandatory; failure to provide the SSNs will affect your eligibility in the program. Failure to provide the requested information may result in a delay or rejection of your request to remain as an occupant

This form does not supersede the Mortgagee's and/or Servicer's required compliance to the Protecting Tenants at Foreclosure Act (PTFA). This form must be completed by the Occupant(s). When completed, send to HUD's Mortgagee Compliance Manager (MCM). The address, fax, or email information of HUD's current MCM mem.cfm or you can call 1-800-Call-FHA Property Address City, State & Zip Code: Name of Mortgage Company (Lender): Mortgagee Loan No. FHA Case No.: Dear Sir: I(We) desire to continue in occupancy as a tenant of this property if acquired by HUD. I(We) have lived in this property since (please insert date). I(We) will sign a month-to-month lease and pay one month's rent within 15 days of the lease being presented to me(us). I(We) believe that I(we) can afford to make monthly rental payments. In my(our) opinion, this property, in its present condition is structurally sound, free from health and safety hazards, and is otherwise habitable. You may contact me(us) for arranging a convenient time for HUD's required inspection at the following telephone number or my(our) representative at be able to make contact during normal working hours.) I(We) understand that HUD's approval of my(our) request will, in part, be based on my(our) ability to make monthly rental payments. To assist HUD in making its determination, I(we) submit the following information concerning my(our) income: Occupants Name Social Security No. Gross Pay Per Month: Occupation Employer's Name & Address: Employer's Telephone No. Spouse's Name Social Security No. Gross Pay Per Month: Occupation Employer's Name & Address Employer's Telephone No.: Names & Social Security Nos. of all Other Household Members 6 yrs. or older Other Family Income (explain): Other Sources of Income (if any): Obligations (list all obligations including car loans, installment payments, and credit cards) Present Balance Monthly Payment Address (including city, state & zip code) Creditor's Name \$ You have my (our) permission to contact any of the above for verification purposes. Date Occupant's Signature

Ref. Handbook 4310.5

Form HUD-9539 (11/10)

#### Attachment 2 (Request for Verification of Employment - Fannie Mae From 1005)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

Request for Verification of Employment

Privacy Act Notice: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective mortgagor under its program. It will not be disclosed outside the agency except as required and permitted by law. You do not have to provide this information, but if you do not your application for approval as a prospective mortgagor or borrower may be delayed or rejected. The information requested in this form is authorized by Title 38, USC, Chapter 37 (if VA); by 12 USC, Section 1701 et. Seq (if HUD/FHA); by 42 USC, Section 1452b (if HUD/CPD); and Title 42 USC, 1921 et. Seq (if USDA/FmHA). Instructions | Lender - Complete items 1 through 7. Have applicant complete item 8. Forward directly to employer named in item 1.

:	Employer - Please co The form is to be tra	omplete either Part	II or Part II to the lend	ll as applicable ler and is not t	Complete Pa o be transmi	art IV	and return	n directly to	lender name	d in item 2. er party.		
Part I - Requ	uest											
To (Name and address of employer)					2. From (Name and address of lender)							
I certify that thi	is verification has been	n sent directly to th	ne employer	and has not pas	sses through t	he han	ds of the	applicant o	r any other in	terested party.		
3. Signature of			···	4. Title				5. Date		6. Lender's Nur	mher	
										(Optional)		
7. Name and A	ddress of Applicant (ii	nclude employee o	r badge nun	nber)			8. Signat	ure of App	licant			
Part II - Veri	ification of Present	Employment				···········		· · ·				
9. Applicant's I	Date of Employment	10. Present Po	sition				-	11. Proba	bility of Cont	inued Employme	nt	
12A. Current G	ross Base Pay (Enter	Amount and Chec	k Period)	13. Fo	r Military Per	rsonne	Only	<u> </u>	14. If Overt	ime or Bonus is A	Applicable,	
	☐ Annual	☐ Hourly		Pay G	rade					ontinuance Likely		
	☐ Monthly	☐ Other (Speci	ify)	Type	· · · · · · · · · · · · · · · · · · ·	Mor	ithly Am	ount	Overtime	□ Yes	□ No	
\$	☐ Weekly			Base I	Pav	\$			Bonus	☐ Yes	□ No	
Туре	Year to Date	Past Year	Past Year			\$			15. If paid hourly - average hours per week		ours per	
Base Pay	Thru 19	\$	\$	Flight Hazard	<u> </u>	\$			16. Date of applicant's next pay increase		pay increase	
Overtime	\$	<b>S</b>	\$	Clothi	ng	\$						
Commissions	\$	\$	\$	Quarte	p Pav \$		17. Projected amount of next pay increase					
COMMISSIONS	Ψ	Ψ	Ψ	Overse	<del></del>	18		18. Date of	applicant's last pa	y increase		
Bonus	\$	\$	\$	Comba		\$ 19 A)			19. Amount	Amount of last pay increase		
Total	\$	\$	\$	Allow	-	\$				int of fast pay increase		
20. Remarks (If	employee was off wo	rk for any length o	f time, plea	se indicate time	period and re	eason)						
PART III - V	erification of Prev	ious Employme	nt									
21. Date Hired		23. Salary / Wag	e at Termin	ation Per (Year	) (Month) (W	eek)						
22. Date Termir	nated	Base		Overtime			Comm	issions	······································	Bonus		
24. Reason for I	Leaving				25. Position	1 Held						
conspiracy pur	uthorized Signatur rposed to influence assistant Secretary	re - Federal statu the issuance of a	ites provid ny guaran	e severe penal ty or insuranc	Ities for any e by the VA	fraud Secre	, intention	onal misre e U.S.D.A	presentation ., FmHA / F	, or criminal co HA Commissio	nnivance or ner, or the	
26. Signature of	Employer			27. Title (Plea	ise print or typ	pe)				28. Date		
29. Print or type	name signed in Item	26		30. Phone No	,			<del></del>				
										Fannie Ma Form 1005		

#### Attachment 3 (Conditions for Continued Occupancy)

(attach to Mortgagee's Notice to Occupant of Pending Acquisition)

# **HUD's Occupied Conveyance Procedures CONDITIONS FOR CONTINUED OCCUPANCY**

Unless eviction is prohibited by state or local law, or by circumstances beyond the control of your lender, the following conditions must be met before HUD can approve the occupied conveyance of an acquired property. HUD will determine whether these conditions have been met at HUD's sole and absolute discretion, pursuant to authority provided in FHA occupied conveyance regulations at 24 CFR §§ 203.670-681 and additional guidance provided by the Department:

- 1. You agree to sign a month-to-month lease at fair market rent at the time HUD acquires the property and on a form prescribed by HUD (note: if you qualify for continued occupation based on Item 6.b. below, you will need to pay one month's rent in advance at the time the lease is executed):
- 2. Your total housing cost (rent plus utility costs) will not exceed 38 percent of your net income. However, a higher percentage may be permitted if you have been paying at least the required rental amount or there are other compensating factors, such as savings or family assistance;
- 3. You agree to allow access to the property, during normal business hours and with two days advance notice, by HUD staff or HUD representatives (including real estate brokers) so that the property can be inspected, repaired, or shown to prospective purchasers;
- 4. You disclose the complete and accurate Social Security Number assigned to you and to each member of your household; and
- 5. You submit your request and supporting documentation within 20 days as provided in the attached Notice to Occupant of Pending Acquisition; and
- 6. At least one of the following two sets of conditions has been met:
  - a. An individual residing in the property suffers from a permanent, temporary, or long-term illness or injury that would be aggravated by the process of moving from the property, **or**
  - b. HUD determines that it is in HUD's interest to accept your continued occupation based on criteria described in 24 CFR § 203.671, provided that the property is habitable as described in 24 CFR § 203.673, and that at the time your lender acquires title to the property, you will have lived in the property for at least 90 days.

#### Attachment 4 (Temporary Nature of Continued Occupancy)

(Attach to Mortgagee's Notice to Occupant of Pending Acquisition)

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This is to advise you that occupancy of HUD-owned property is temporary in all cases and is subject to termination to facilitate preparing the property for sale and completing the sale. Temporary means that your lease arrangement with HUD is subject to termination at the convenience of the government upon 30 days notice, or otherwise in accordance with applicable law. You should not view your occupancy of the property as a permanent or long-term arrangement. It is HUD's policy to ask you to vacate the property and, if necessary, take appropriate eviction action for the following causes:

- 1. Your failure to execute the lease;
- 2. Your failure to pay the required rent, including the initial payment at the time of execution of the lease;
- 3. Your failure to comply with the terms of the lease;
- 4. Your failure to allow access to the property upon request to accomplish necessary repairs, inspect the property, or allow real estate brokers to show the property to prospective purchasers;
- 5. Necessity to facilitate preparation of the property for sale and for completion of the sale; or
- 6. Assignment of the property by HUD to a different use or program.