

2024-00041-OR

2025-003811

Klamath County, Oregon

05/21/2025 01:24:01 PM

Fee: \$127.00

WHEN RECORDED MAIL TO:

C/o Document Department – Trustee Services

7730 Market Center Ave, Suite 100

El Paso, TX 79912

Trustee Phone: (866) 960-8299

INDEXING FORM (COVER SHEET)

Document Title(s): **AFFIDAVIT OF MAILING OF NOTICE OF SALE**

Grantor(s): **DEAN C PEDLAR JR**

Current Beneficiary of the Deed of Trust: **THE FEDERAL SAVINGS BANK**

Current Trustee of the Deed of Trust: **Premium Title Agency, Inc. DBA PTS Foreclosure Services**

Current Mortgage Servicer of the Deed of Trust: **PHH Mortgage Corporation**

Reference Number(s) of the Deed of Trust: **2021-011372**

Grantee(s): **Premium Title Agency, Inc. DBA PTS Foreclosure Services**

DECLARATION OF MAILING

iMailTracking, LLC
9620 Ridgehaven Court, Suite A
San Diego, CA 92123

Reference No: 2024-00041-OR
Mailing Number: 0050374-01
Type of Mailing: IMail - OR NOS

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 Premium Title Agency, Inc. DBA PTS Foreclosure Services on 1/3/2025, 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 listed below, postage prepaid, to the address list in Exhibit A which is 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.

Date and Location: 1/3/2025 San Diego, California



Charlene Broussard, Mail Production Specialist, iMailTracking, LLC

Premium Title Agency, Inc. DBA PTS Foreclosure Services
7730 Market Center Ave Suite 100
El Paso, TX 79912

TS No.: 2024-00041-OR
Account No.: 633611 Map No.: 3809-033DD-02100

TRUSTEE'S NOTICE OF SALE

T.S. Number: 2024-00041-OR

Reference is made to that certain trust deed made by **DEAN C. PEDLAR, JR.** as grantor, to **Fidelity National Title Insurance Company, A California Corporation** as trustee, in favor of **The Federal Savings Bank AS LENDER MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., MERS** is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns, as beneficiary, dated **07/09/2021** recorded on **07/23/2021**, in the Records of Klamath County, Oregon, in book --- at page --- and/or as fee/file/instrument/microfilm/reception No. **2021-011372**, covering the following described real property situated in the above-mentioned county and state:

Account No.: 633611 Map No.: 3809-033DD-02100

Lot 22 in Block 305 of DARROW ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Commonly Known As:
2503 WHITE AVE, KLAMATH FALLS, OR 97601

Both the beneficiary **The Federal Savings Bank**, the beneficiary and the trustee **Premium Title Agency, Inc. DBA PTS Foreclosure Services** have elected to sell the said real property to satisfy the obligations secured by said trust deed and a Notice of Default has been recorded pursuant to ORS 86.752(3). The default for which the foreclosure is made is the grantor's failure to pay when due the following sums:

TOTAL REQUIRED TO REINSTATE AS OF 01/08/2025:	\$21,029.13
TOTAL REQUIRED TO PAYOFF AS OF 01/08/2025:	\$151,931.38

Because of interest, late charges, and other charges that may vary from day-to-day, the amount due on the day you pay may be greater. It will be necessary for you to contact the Trustee before the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay.

By reason of the default, the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said default being the following:

Installment of Principal and Interest plus impounds and/or advances which became due on 12/01/2023 plus late charges, and all subsequent installments of principal, interest, balloon payments, plus impounds and/or advances and late charges that become payable

Therefore, notice hereby is given that **Premium Title Agency, Inc. DBA PTS Foreclosure Services** the undersigned trustee will on **05/22/2025** at the hour of **10:00 AM**, Standard of Time, **In the lobby of the Klamath Falls County Courthouse, 316 Main Street, Klamath Falls, Oregon 97601** as established by ORS187.110, in the 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 grantor 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 ORS 86.778 has the right, at any time prior to five (5) 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 or trust deed, and in addition to paying the sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney fees not exceeding the amounts provided by ORS 86.778. In construing this notice the masculine gender includes the feminine and the neuter, the singular includes the plural, the word "grantor" includes any successor in interest to this grantor as well as any other person owing an obligation, the performance of which is secured by the trust deed, and 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 Upon Sale has been issued by the Trustee. 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.

If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holder's rights against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.


Without limiting the Trustee's disclaimer of representation or warranties, Oregon law requires the Trustee to state in this notice that some residential properties 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 properties should be aware of this potential danger before deciding to place a bid for this property at the Trustee's sale.

NOTICE TO TENANTS: TENANTS OF THE SUBJECT REAL PROPERTY HAVE CERTAIN PROTECTIONS AFFORDED TO THEM UNDER ORS 86.782 AND POSSIBLY UNDER FEDERAL LAW. ATTACHED TO THIS NOTICE OF SALE, AND INCORPORATED HEREIN, IS A NOTICE TO TENANTS OF THE SUBJECT REAL PROPERTY AND WHICH SETS FORTH CERTAIN REQUIREMENTS THAT MUST BE COMPLIED WITH BY ANY TENANT IN ORDER TO OBTAIN THE AFFORDED PROTECTION, AS REQUIRED UNDER ORS 86.771.

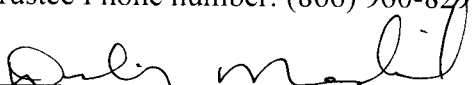
Premium Title Agency, Inc. DBA PTS Foreclosure Services

Dated: December 20, 2024



Delia Madrid, Trustee Sale Assistant
Premium Title Agency, Inc. DBA PTS
Foreclosure Services
7730 Market Center Ave Suite 100
El Paso, TX 79912
Trustee Phone number: (866) 960-8299

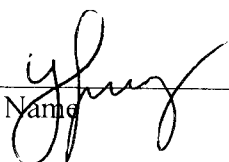
Dated: December 20, 2024



STATE OF TEXAS
COUNTY OF EL PASO

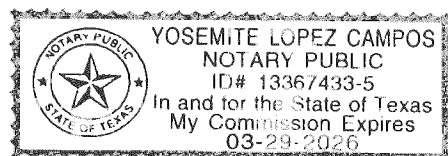
On December 20, 2024 before me, Yosemite Lopez Campos, a Notary Public, Personally appeared Delia Madrid, Trustee Sale Assistant, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Name

(Seal)



FOR TRUSTEES SALE INFORMATION PLEASE CALL (866) 960-8299

NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for 05/22/2025. 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 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 THE 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 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 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 to 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: (503) 684-3763; (800) 452-7636

Legal assistance: <http://oregonlawhelp.org/>

Exhibit A to Declaration of Mailing

Postal Class:	First Class	
Mail Date:	01/03/2025	Sender: Premium Title Agency, Inc. DBA PTS Foreclosure Services
Type of Mailing:	IMail - OR NOS	P.O. Box 105460
Attachment:	0050374-01 000 102182 Altisour000437	Atlanta GA 30348-5460

- 1 (11)9690024890308810
CITY OF KLAMATH FALLS WATER DEPT
PO BOX 237
KLAMATH FALLS, OR 97601
- 2 (11)9690024890308889
ESTATE OF DEAN C PEDLAR JR
2503 WHITE AVE
KLAMATH FALLS, OR 97601
- 3 (11)9690024890308940
Estate of Dean Pedlar, Jr c/o Dean Pedlar, Administrator
217 Bodego Ave
Petaluma, CA 94952
- 4 (11)9690024890309039
Estate of Dean Pedlar, Jr c/o Law Office of Rebecca Whitney-Smith
121 South 6th Street, Suite B
Klamath Falls, OR 97601
- 5 (11)9690024890309121
HEIRS AND DEVISEES OF DEAN C PEDLAR JR
2503 WHITE AVE
KLAMATH FALLS, OR 97601
- 6 (11)9690024890309183
KLAMATH COUNTY FIRE DIST. #1
PO BOX 1930
KLAMATH FALLS, OR 97601
- 7 (11)9690024890309268
MEGAN LANDI C/O LAW OFFICE OF REBECCA WHITNEY-SMITH
121 SOUTH 6TH STREET, STE B
KLAMATH FALLS, OR 97601
- 8 (11)9690024890309312
OREGON DEPARTMENT OF HUMAN SERVICES C/O ESTATE ADMINISTRATION UNIT
PO BOX 14021
SALEM, OR 97309
- 9 (11)9690024890309398
OREGON HEALTH AUTHORITY
500 SUMMER STREET NE, E-20
SALEM, OR 97301
- 10 (11)9690024890309473
DEAN C PEDLAR JR
AKA DEAN PEDLAR AKA DEAN C PEDLAR AKA DEAN CALEB PEDLAR JR AKA DEAN CALEB PEDLAR
2503 WHITE AVE
KLAMATH FALLS, OR 97601
- 11 (11)9690024890309558
DEAN PEDLAR
217 BODEGO AVE
PETALUMA, CA 94952
- 12 (11)9690024890309633
ROGUE CREDIT UNION
PO BOX 4550
MEDFORD, OR 97501

Exhibit A to Declaration of Mailing

Postal Class:	Electronic - Ret	
Mail Date:	01/03/2025	Sender: Premium Title Agency, Inc. DBA PTS Foreclosure Services
Type of Mailing:	IMail - OR NOS	P.O. Box 105460
Attachment:	0050374-01 000 102182 Altisour000437	Atlanta GA 30348-5460

- 1 71969002484090912782
CITY OF KLAMATH FALLS WATER DEPT
PO BOX 237
KLAMATH FALLS, OR 97601
- 2 71969002484090912799
ESTATE OF DEAN C PEDLAR JR
2503 WHITE AVE
KLAMATH FALLS, OR 97601
- 3 71969002484090912812
Estate of Dean Pedlar, Jr c/o Dean Pedlar, Administrator
217 Bodego Ave
Petaluma, CA 94952
- 4 71969002484090912829
Estate of Dean Pedlar, Jr c/o Law Office of Rebecca Whitney-Smith
121 South 6th Street, Suite B
Klamath Falls, OR 97601
- 5 71969002484090912843
HEIRS AND DEVISEES OF DEAN C PEDLAR JR
2503 WHITE AVE
KLAMATH FALLS, OR 97601
- 6 71969002484090912850
KLAMATH COUNTY FIRE DIST. #1
PO BOX 1930
KLAMATH FALLS, OR 97601
- 7 71969002484090912874
MEGAN LANDI C/O LAW OFFICE OF REBECCA WHITNEY-SMITH
121 SOUTH 6TH STREET, STE B
KLAMATH FALLS, OR 97601
- 8 71969002484090912881
OREGON DEPARTMENT OF HUMAN SERVICES C/O ESTATE ADMINISTRATION UNIT
PO BOX 14021
SALEM, OR 97309
- 9 71969002484090912898
OREGON HEALTH AUTHORITY
500 SUMMER STREET NE, E-20
SALEM, OR 97301
- 10 71969002484090912904
DEAN C PEDLAR JR
AKA DEAN PEDLAR AKA DEAN C PEDLAR AKA DEAN CALEB PEDLAR JR AKA DEAN CALEB PEDLAR
2503 WHITE AVE
KLAMATH FALLS, OR 97601
- 11 71969002484090912911
DEAN PEDLAR
217 BODEGO AVE
PETALUMA, CA 94952
- 12 71969002484090912928
ROGUE CREDIT UNION
PO BOX 4550
MEDFORD, OR 97501