

2025-003857

Klamath County, Oregon

05/22/2025 11:28:01 AM

Fee: \$112.00

RECORDING COVER SHEET

This cover sheet was prepared by the person presenting the instrument for recording. The information on this sheet is a reflection of the attached instrument and was added for the purpose of meeting first page recording requirements in the State of Oregon, ORS 205.234, and does NOT affect the instrument.

AFTER RECORDING RETURN TO:

LOGS LEGAL GROUP LLP

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

LLG File No. 24-129511

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Affidavit of Mailing/Amended Trustee's Notice of Sale

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Langfield, Joshua

3152 Madison St, Klamath Falls, OR 97603

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

PennyMac Loan Services, LLC

3043 Townsgate Road

#200

Westlake Village, CA 91361

LOGS Legal Group LLP

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

4) TRUE AND ACTUAL CONSIDERATION | 5) SEND TAX STATEMENTS TO:

ORS 93.030(5) – Amount in dollars or other

\$ _____ Other _____

6) SATISFACTION of ORDER or WARRANT | 7) The amount of the monetary

ORS 205.125(1)(e)

CHECK ONE: FULL

(If applicable) PARTIAL

obligation imposed by the order

or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with

ORS 205.244: “RERECORDED AT THE REQUEST OF _____ TO

CORRECT _____

PREVIOUSLY RECORDED IN BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____.”

AFTER RECORDING RETURN TO:
LOGS Legal Group LLP
Kelly D. Sutherland, Successor Trustee
1499 SE Tech Center Place, Suite 255
Vancouver, WA 98683
24-129511

AFFIDAVIT OF MAILING AMENDED TRUSTEE'S NOTICE OF SALE
(After Release From Stay)

STATE OF WASHINGTON, County of Clark, ss:

I, Kelly D. Sutherland, being first duly sworn, depose, and say and certify that: At all times hereinafter mention I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years and not the beneficiary or his successor in interest named in the attached original notice of sale given under the terms of that certain trust deed described in said notice.

That at the direction and Supervision of the Trustee, notice of sale of the real property described in the attached Amended Trustee's Notice of Sale was given by mailing a copy of the notice by registered or certified mail, return receipt requested, and first class mail to each of the following named persons at their last known addresses, to-wit:

Joshua L. Langfield
3152 Madison St
Klamath Falls, OR 97603

Regina Langfield
3152 Madison St
Klamath Falls, OR 97603

Occupant(s)
3152 Madison St
Klamath Falls, OR 97603

Quick Collect, Inc.
R/A: Incorp Services, Inc.
2355 State St STE 101B
Keizer, OR 97303

Quick Collect, Inc.
P.O. Box 55457
Portland, OR 97238

KeyBank National Association
Lien Solutions
P.O. Box 29071

Glendale, CA 91209

KeyBank National Association
Lien Solutions
127 Public Square 3rd Floor
Cleveland, OH 44144

Naliko Markel
400 E. 2nd Ave., Ste 200
Eugene, OR 97401

Matthew A. Casper, Esq.
P.O. Box 12829
Salem, OR 97309

Said Amended Trustee's Notice of Sale was given in compliance with ORS 86.782(12), within 30 days after release from a stay of the foreclosure proceedings, and the above named persons listed in ORS 86.764 and ORS 86.7774(1).

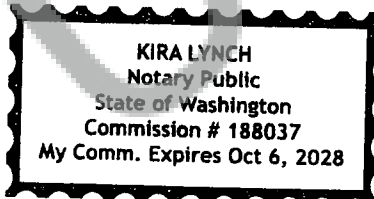
Each of the notices so mailed copy was contained in a sealed envelope, with postage thereof fully prepaid, and was deposited in the United States post office at Vancouver, Washington, on May 21, 2025, which was within 30 days after release from a stay of the foreclosure proceeding set forth therein.

As used herein, the singular includes the plural, trustee includes successor trustee, and person includes corporation and any other legal or commercial entity.


Kelly D. Sutherland

Subscribed and sworn to before me this 22nd day of May, 2025, by Kelly D. Sutherland, Successor Trustee.


Notary Public for Washington
My Commission Expires 10/06/2028



AMENDED TRUSTEE'S NOTICE OF SALE
(After Release From Stay)

Reference is made to that certain trust deed made by Joshua L Langfield, as grantor, to AmeriTitle, as trustee, in favor of Mortgage Electronic Registration Systems, Inc., as nominee for Axia Financial, LLC, as beneficiary, dated July 28, 2020, recorded July 29, 2020, in the mortgage records of Klamath County, Oregon, as Instrument No. 2020-009282, beneficial interest now held by PennyMac Loan Services, LLC, covering the described real property in said county and state, to-wit:

Tract 27, INDEPENDENCE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, excepting therefrom the Westerly 120 feet.

All of Lot 26, INDEPENDENCE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the following: Beginning at the Southwesterly corner of Lot 26; thence North along the Easterly line of Lodi Street, 58.65 feet; thence Southeasterly along the line between Lots 25 and 26, 254.7 feet; thence South 0°13' East along the East line of said Lot 26, 58.65 feet; thence Northwesterly in a straight line to the point of beginning.

Commonly Known as: 3152 Madison St, Klamath Falls, OR 97603

Both the beneficiary and the trustee 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 Oregon Revised Statutes 86.752(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments in the sum of \$1,491.52 from May 1, 2023, and monthly payments in the sum of \$1,387.57 from September 1, 2023, and monthly payments in the sum of \$1,467.29 from May 1, 2024, and monthly payments in the sum of \$1,524.40 from July 1, 2024, the sum of \$176.84 for Accrued Late Charges, the sum of \$2,229.00 for Advances together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

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

\$236,555.27, together with interest thereon at the rate of 3.375% per annum from April 1, 2023, Deferred Balance in the sum of \$19,842.68, the sum of \$176.84 for Accrued Late Charges, the sum of \$10,6337.73 for Advances, together with all costs, disbursements, and/or fees incurred or paid by the beneficiary and/or trustee, their employees, agents or assigns.

The Notice of Default and original Notice of Sale given pursuant thereto stated that the property would be sold on November 26, 2024, at 1:00 PM PT, in accord with the standard of time established by ORS 187.110, inside the main lobby of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, OR, County of Klamath, State of Oregon; however, subsequent to the recording of said Notice of Default the original sale proceedings were stayed by order of the court or by proceedings

under the National Bankruptcy Act or for other lawful reason. The beneficiary did not participate in obtaining such stay. Said stay was terminated on May 20, 2025.

WHEREFORE, notice hereby is given that the undersigned trustee will on July 10, 2025, at 1:00 PM PT, in accord with the standard of time established by ORS 187.110, inside the main lobby of the Klamath County Courthouse, located at 316 Main Street, in the City of Klamath Falls, OR, County of Klamath, State of Oregon, (which is the new date, time and place set for sale) sell at public auction to the highest bidder foreclose the interest in the said described real property which the grantor has or had power to convey at the time of the execution by him of the said trust deed, together with any interest which the grantor or his successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.778 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstate by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then to 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 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 trustee's and attorney's fees not exceeding the amount provided by said ORS 86.778.

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NOTICE TO RESIDENTIAL TENANTS

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for July 10, 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.

PROTECTION FROM EVICTION

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

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

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

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

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

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

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

ABOUT YOUR TENANCY BETWEEN NOW AND THE FORECLOSURE SALE:

RENT:

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

SECURITY DEPOSIT

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

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

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

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

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

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

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

Directory of Legal Aid Programs: <http://www.oregonlawhelp.org>

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 the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

The Successor Trustee, LOGS Legal Group LLP, has authorized the undersigned Attorney to execute the document on the Successor Trustee's behalf as allowed under ORS 86.713(9).

LOGS Legal Group LLP
Successor Trustee

Dated: 5/21/2015

By: 

Name: Kelly D. Sutherland

Title: Managing Attorney

OSB #873575

1499 SE Tech Center Place, Suite 255

Vancouver, WA 98683

Phone: (360) 260-2253; Fax: (360) 260-2285

Toll-free: 1-800-970-5647; www.logs.com

The Fair Debt Collection Practice Act requires that we state the following: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If a discharge has been obtained by any party through bankruptcy proceedings: This shall not be construed to be an attempt to collect the outstanding indebtedness or hold you personally liable for the debt.