2025-006617

Klamath County, Oregon

07/31/2025 09:24:23 AM Fee: \$122.00

After Recording Return to: Keylink Real Estate 18022 Cotorro Road San Diego, CA 92128

## TRUSTEE'S DEED

THIS INDENTURE, Made this 30th day of July, 2025, between LOGS Legal Group LLP, duly-appointed successor trustee, hereinafter called trustee, and Keylink Real Estate, whose address is 18022 Cotorro Road, San Diego 92128;

## WITNESSETH:

RECITALS: Kevin R. McCord and Gail E. McCord, husband and wife, as grantor, executed and delivered to AmeriTitle, as trustee, for the benefit of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for First Franklin a Division of National City Bank, its successors and assigns, as beneficiary, a certain trust deed dated September 27, 2006, duly recorded on September 29, 2006, in the mortgage records of Klamath County, Oregon, Document/Instrument/Recorder's Fee No. 2006-019714. Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF16, Asset-Backed Certificates, Series 2006-FF16 is the present Beneficiary as defined by ORS 86.705(2). In said trust deed the real property therein and hereinafter described was conveyed by said grantor to said trustee to secure, among other things, the performance of certain obligations of the grantor to the said beneficiary. The said grantor thereafter defaulted in his performance of the obligations secured by said trust deed as stated in the notice of default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the beneficiary therein named, or his successor in interest, declared all sums so secured immediately due and owing; a notice of default, containing an election to sell the said real property and to foreclose said trust deed by advertisement and sale to satisfy grantor's said obligations was recorded in the mortgage records of said county on December 2, 2024, as Instrument/Document/Recorder's Fee No. 2024-010408 thereof.

SEND FUTURE TAX STATEMENTS TO: CONSIDERATION AMOUNT:\$123,250.00 Keylink Real Estate
18022 Cotorro Road
San Diego, CA 92128

After the recording of said notice of default, as aforesaid, the undersigned trustee gave notice of the time for and place of sale of said real property as fixed by him and as required by law; copies of the Trustee's Notice of Sale were served pursuant to ORCP 7D(2) and 7D(3) or mailed by both first class and certified mail with return receipt requested, to the last known address of the persons or their legal representative, if any, named in ORS 86.764(1) and (2), at least 120 days before the date the property was sold, and the Trustee's Notice of Sale was mailed by first class and certified mail with return receipt requested, to the last-known address of the guardian, conservator or administrator or executor of any person named in ORS 86.764(4), promptly after the trustee received knowledge of the disability, insanity or death of any such persons; the Notice of Sale was served upon occupants of the property described in the trust deed in the manner in which a summons is served pursuant to ORCP 7D(2) and 7D(3) at least 120 days before the date the property was sold, pursuant to 86.750(1). If the foreclosure proceedings were stayed and released from the stay, copies of an Amended Notice of Sale in the form required by ORS 86.782(12) were mailed by registered or certified mail to the last-known address of those persons listed in ORS 86.764 and 86.774(1) and to the address provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay and the trustee complied with all requirements of 86.782(12). Further, the trustee published a copy of said notice of sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks; the last publication of said notice occurred more than twenty days prior to the date of such sale. The mailing, service and publication of said notice of sale are shown by one or more affidavits or proofs, together with the said notice of default and election to sell and the trustee's notice of sale, being now referred to and incorporated in and made a part of this trustee's deed as fully as if set out herein verbatim. The undersigned trustee has no actual notice of any person, other than the persons named in said affidavits and proofs as having or claiming a lien on or interest in said described real property, entitled to notice pursuant to ORS 86.764(1) or (2). The Trustee hereby certifies that any valid requests for information under ORS 86.786 have been responded to within the time allowed by statute. Compliance with ORS 86.757, ORS 86.774 and the mailing, service and publication of the Trustee's Notice of Sale are evidenced by one or more affidavits or proofs of service duly recorded prior to the date of sale in the official records of the country in which the Property is located. Compliance with ORS 86.748 is evidenced by affidavit duly recorded in the official records of the country in which the Property is located at least five days prior to the date of sale.

Pursuant to said notice of sale, the undersigned trustee on July 24, 2025, at the hour of 1:00 PM PT, of said day, in accord with the standard of time established by ORS 187.110 (which was the day and hour to which said sale was postponed as permitted by ORS 86.782(2) (which was the day and hour set in the amended Notice of Sale) and at the place so fixed for sale, as aforesaid, in full accordance with the laws of the state of Oregon and pursuant to the powers conferred upon him by said trust deed, sold real property in one parcel at public auction to Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF16, Asset-Backed Certificates, Series 2006-FF16, for the sum of \$123,250.00, he being the highest and best bidder at such sale and said sum being the highest and best sum bid for said property. The true and actual consideration paid for this transfer is the sum of \$123,250.00.

Subsequently, Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF16, Asset-Backed Certificates, Series 2006-FF16 agreed to assign the bid and all right associated to the bid entered at the Trustee's Sale held on July 24, 2025 to Keylink Real Estate. A copy of the duly executed Assignment of Bid is attached hereto marked as exhibit "1",

NOW THEREFORE, in consideration of the said sum so paid by the at the Trustee's Sale, the receipt whereof is acknowledged, and by the authority vested in said trustee by the laws of the State of Oregon and by said trust deed, the trustee does hereby convey unto the Keylink Real Estate all interest which the grantor has or had the power to convey at the time of grantor's execution of said trust deed, together with any interest the said grantor or his successors in interest acquired after the execution of said trust deed in and to the following described real property, to-wit:

LOT 3, BLOCK 215, MILLS SECOND ADDITION TO THE CITY OF KLAMATH FALLS, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

Commonly known as: 2240 Eberlein Avenue, Klamath Falls, OR 97601

TO HAVE AND TO HOLD the same unto Keylink Real Estate, his heirs, successors-ininterest and assigns forever.

In construing this instrument and whenever the context so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural; the word grantor includes any successor in interest to the grantor as well as each and all other persons owing an obligation, the performance of which is secured by said trust deed; the word "trustee" includes any successor trustee, the word "beneficiary" includes any successor in interest of the beneficiary first named above, and the word "person" includes corporation and any other legal or commercial entity.

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).

Dated: 7/30/2025

LOGS Legal Group LLP

Name: Kelly D. Sutherland Title: Managing Attorney

Successor Trustee

OSB # <u>873575</u>

applicable land use laws and regulat	of the property described in this instrument in violation of ions. Before signing or accepting this instrument, the person should check with the appropriate city or county planning
STATE OF WASHINGTON	)
	) SS.
COUNTY OF CLARK	)
SUBSCRIBED AND SWORN to be	efore me this 30 day of 2025,
by Kelly D. Sutherland, Managing A	ttorney.
Notary Public for Washington	1400
My commission expires	KIRA LYNCH
	Notary Public
	State of Washington Commission # 188037
	My Comm. Expires Oct 6, 2028



## **Assignment of Bid Agreement**

	Assignment of bid Agreement	
This Assignment of Bid A	greement (this "Agreement") is entered into as of(th	e "Effective Date"),
by and between New	Rez LLC d/b/a Shellpoint Mortgage Servicing	, with an office
located at75 Beattle	e Place Greenville, SC 29601	' <b>Assignor</b> "), and
Ty Reed	a(n) Individual located at	
Ty Reed	/## a pi um a a "\	(collectively the
18022 Sotorro Road, Sar	n Diego, CA,92128 ("Assignee")	(collectively the
	r secured the highest bid on the Property, as defined below, at a foreclosure sale and associated with securing such bid (collectively the "Bid").	d obtained any and
WHEREAS, the Parties d	esire to assign the Bid to the Assignee from the Assignor	
NOW, THEREFORE, in cagree as follows:	consideration of the promises and the mutual covenants and agreements contained	herein, the parties
1. PROPERTY AN	D SALE INFORMATION.	
Property:	2240 Eberlein Avenue, Klamath Falls, OR 97601	
Sale Date and Time:	7/24/25 1:00 PM	
Sale Location:	Klamath County Courthouse	
Assignment Amount:	\$123,250.00	,
at the foreclosure sale. A consideration of the Assi obligations associated with Amount.	OF BID. Assignor secured the highest Bid in the amount of \$\frac{123,250.00}{250.00}\$ ("Bid Amount ssignor agrees to assign the Bid to Assignee and Assignee agrees to tender the Assignment. The Property shall be conveyed at the Bid Amount and the Assignee at the Bid and conveyance of the Property, including, but not limited to applicable tax <b>RMATION.</b> Assignee designates the following as the vesting information for the Property.	ssignment Amount in grees to assume all ces based on the Bid
Name / Agent N		- C
Vested In: Keyl		
Address: 18022	2 Cotorro Road	
City, State, Zip (	Code: San Diego, CA, 92128	
Phone Number:	858-245-6997	

- **4. ASSIGNOR PERFORMANCES.** Assignor shall provide any other documents which may be reasonably necessary to perform this Agreement.
- **5. ASSIGNOR REPRESENTATIONS.** The following representations and warranties are given by the Assignor to the **Assignee** as a material inducement to both parties to enter into this Agreement.
  - a. All requisite action (corporate, trust, partnership, or otherwise) has been taken by Assignor in connection with entering into this Agreement and the consummation of the transactions contemplated herein.

Exhibit 1 - 1 of 3

Confidential

- b. The individuals executing this Agreement on behalf of the Assignor and the instruments referenced herein have the legal power, right, and actual authority to bind the Assignor to the terms and conditions of this Agreement and such documents.
- **6. ASSIGNEE REPRESENTATIONS.** The following representations and warranties are given by the Assignee to the Assignor as a material inducement to both parties to enter into this Agreement.
  - a. All requisite action (corporate, trust, partnership, or otherwise) has been taken by Assignee in connection with entering into this Agreement and the documents referenced herein, and the consummation of the transactions contemplated herein
  - b. The individuals executing this Agreement on behalf of Assignee and the documents referenced herein have the legal power, right and actual authority to bind Purchaser to the terms and conditions of this Agreement and such instruments.
- 7. **FURTHER ASSURANCES.** The parties agree to execute such other documents and to take such other actions as may reasonably be necessary to further the purposes of the Agreement.
- 8. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every term, condition, obligation and provision of this Agreement.
- 9. **COUNTERPARTS AND AMENDMENTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments. The Terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties.

## 10. FAILURE OF FORECLOSURE SALE.

- a. No Fault. If for any reason the sale of the Property does not occur by no fault of either party, whether for declaration of bankruptcy, cancelation, invalidation, failure to confirm, grounds set forth in the applicable state laws, those grounds outlined in the terms of sale or a similar occurrence, this Agreement is void and the Assignee shall be reimbursed any funds, including the Assignment Amount, paid to Assignor in furtherance of this Agreement.
- b. <u>Assignee's Failure</u>. If Assignee breaches the terms of this Agreement or fails to fulfill any of the obligations required to purchase the Property, including, but not limited to, payment of any applicable taxes or any other amounts due, then Assignee agrees that upon such failure: (i) Assignee forfeits the Assignment Amount to the Assignor up to the amount of all damages associated with the Assignee's Failure including, but not limited to, damages amounting to the difference in purchase price on a subsequent sale plus any additional costs and fees related to such sale; (ii) the Assignment and all rights associated with such Assignment including any and all of Assignee's interests in the Property are void; (iii) Assignee transfers all Assignee's interests in the Bid and Property to the Assignor and agrees to complete any and all actions to effectuate such transfer as required by Assignor; (iv) Assignee shall remain liable for any and all damages and losses associated with the Assignee's Failure and agrees to pay for all damages associated with such failure that exceed the Assignment Amount and (v) Assignee shall be subject to any other remedy available under applicable law.
- c. Except as provided herein, under no other circumstances shall any funds paid to Assignor, including the Assignment Amount, be reimbursed to Assignee. Assignee shall be considered a purchaser under applicable state laws governing the foreclosure sale and is subject to all provisions of the applicable state laws.
- 11. **WAIVER.** The waiver of failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or of any other provision of this Agreement.
- 12. **APPLICABLE LAW**. This Agreement shall be interpreted, construed, applied and enforced in accordance with the laws of the state in which the Property is located. The state and federal courts located in the county in which the Property is located shall be proper forums for any legal controversy between the parties arising in connection with this Agreement, which courts shall be the exclusive forums for all such suits, actions, or proceedings
- 13. FINAL SALE. All sales are final subject to applicable law. The Bid, including any interest in the Property, is being sold "as is, where is, and with all faults and limitations". Both parties disclaim any representations, warranties, promises, covenants, agreements, or guaranties of any kind of character whatsoever, whether express or implied, concerning or with respect to the Property. Assignee hereby fully and irrevocably releases Assignor from any and all claims that he/she/it or they may now have or hereafter acquire against any of the parties for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or relating to any errors, omissions or other conditions affecting the Bid and/or Property. This release includes claims of which Assignee is presently unaware or does not presently suspect to exist in his/her/its favor, which, if known by prospective participant, would materially affect prospective participant's release of the parties. Assignee specifically waives the provisions of any applicable state statutes which provide a statement to the effect of: "a general release does not extend to claims which the

creditor does not know or suspect to exist in his or her favor at the time of executing the release which if known by him or her must have materially affected his or her settlement with the debtor." It is the responsibility of the Assignee to perform the due diligence they deem necessary prior to the signing of this Agreement and to satisfy themselves as to the validity of the Bid being assigned.

- 14. **ATTORNEY FEES.** In any action, proceeding or arbitration arising out of this Agreement, the prevailing party (defined as the party who prevails as to a substantial part of the litigation or claim) shall be entitled to reasonable attorneys' fees and costs.
- 15. **ENTIRE AGREEMENT.** This Agreement supersedes any prior agreements, negotiation and communications, oral or written between the parties, and contains the entire agreement between Assignor and Assignee as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party, or by or to an employee, officer, agent or representative of either party shall have any effect unless it is in writing and executed by each party to be bound thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:	NewRez LLC d/b/a Shellpoint Mortgage Servicing	ASSIGNEE: _	y Reed	
Ву:	Charles Clute 7/29/25	By: Signed by:  Ty Red  CS9FABASE2DB4B1		
Name: Char	les Clute	Name:	Ty Reed	<del></del>
Title: Forec	losure Supervisor			