

62169

K-38490

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## AFFIDAVIT AFTER FORFEITURE

STATE OF OREGON )

COUNTY OF JACKSON )

I, DYANNE J. HENSON, aka DIANE J. CHAPMAN, being first duly sworn, depose and say:

On the 8th day of September, 1983, I entered into a contract for sale of real estate as seller, and THOMAS P. OTIS and RUTH OTIS were the buyers, which contract referred to the following described real property, to wit:

Lot 10 in Block 86, BUENA VISTA 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.

The contract provided that time was of the essence, and in case the buyers failed to make payments required, punctually within twenty days of the time limit therefor, then the seller had the right, among others, to declare the contract null and void.

Pursuant to ORS 93.915, the buyers were given written notice by first class and certified mail, with return receipt requested. A copy of the notice of default is attached hereto as Exhibit "A", and by reference incorporated herein. The return receipt executed on behalf of the buyers on February 6, 1986, is attached hereto as Exhibit "B", and by reference incorporated herein.

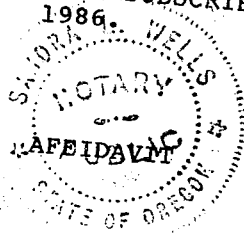
The buyers did not cure the default under the terms of the contract within the time provided in ORS 93.915, and the contract has therefore been forfeited.

I make this affidavit in compliance with the provisions of ORS 93.905 through ORS 93.990, and for the purpose of having it recorded in the deed records of Klamath County, Oregon, where the real property described herein is located.

DATED this 9 day of May April, 1986.

Dyanne J. Henson  
DYANNE J. HENSON

SUBSCRIBED AND SWORN to before me this 9<sup>th</sup> day of May, 1986.



Sandra L. Wells  
Notary Public for Oregon  
My Commission Expires: 10/17/88

LAW OFFICES OF  
DAVIS, AINSWORTH, PINNOCK, DAVIS & GILSTRAP, P.C.  
515 EAST MAIN STREET  
ASHLAND, OREGON 97520  
(503) 482-3111

EXHIBIT "A"

SAM B. DAVIS  
SIDNEY E. AINSWORTH  
DONALD M. PINNOCK  
JACK DAVIS  
DAVID V. GILSTRAP  
THOMAS M. SHERIDAN

LAW OFFICES  
DAVIS, AINSWORTH, PINNOCK, DAVIS & GILSTRAP, P.C.  
515 EAST MAIN STREET  
ASHLAND, OREGON 97520

9681

TELEPHONE  
AREA CODE 503  
462-3111

February 4, 1986

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Thomas E. and Ruth Otis  
2835 Adriatic Avenue  
Long Beach, CA 90810

Re: Dyanne J. Henson (Chapman) - Contract of Sale  
Our File No. 86-131

Dear Mr. and Mrs. Otis:

Our offices represent Dyanne J. Henson, and she has requested our assistance relative to the contract of sale dated the 8th day of September, 1983, wherein you purchased certain real property in Klamath Falls, Oregon.

The contract involved provides a forfeiture remedy, and the provisions of the law of the State of Oregon provide that the default provision in the contract involved may be enforced only after notice of the default has been given to you, as provided in ORS 93.915.

Accordingly, in compliance with the provisions of ORS 93.915, this notice is given to specify the nature of the default as follows:

- a. Failure to pay the principal balance of \$15,700.00, in monthly installments of \$200.00 per month, including interest thereon at the rate of 11 1/2% per annum. The last payment made on that sum was July 1, 1985, and there remains unpaid the sum of \$14,664.44, with interest thereon paid to July 1, 1985. You are presently delinquent in seven monthly payments of \$200.00 each, which will be required in order to place that contractual balance on a current basis.
- b. Failure to pay the sum of \$4,300.00 in monthly installments of \$46.20 per month, including interest thereon at the rate of 10% per annum. In that regard you have failed to make the monthly payments required thereunder, since July 1, 1985. At that time the unpaid balance was \$4,099.52. Monthly payments of \$46.20 are required for the months of August 1, 1985, through

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February 1, 1986, for a total of seven months, to place that portion of the contract involved on a current basis.

The date after which the contract will be forfeited if you do not cure the default will be sixty days from the date of your receipt of this notice.

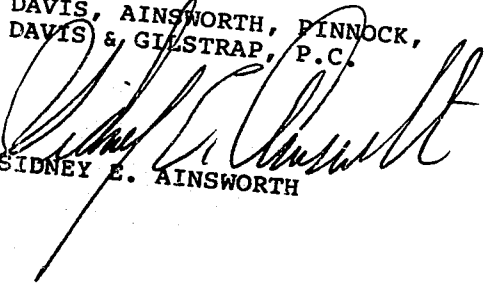
The name of the attorney for the seller is Sidney E. Ainsworth, and his address is 515 E. Main St., Ashland, Oregon 97520.

ORS 93.920 provides that a purchaser in default may avoid a forfeiture under the contract by curing the default before expiration of the notice period provided in ORS 93.915, by paying the entire amount due, other than sums that would not then be due had no default occurred, at the time of cure under the terms of the contract.

If you have any questions, do not hesitate to make inquiry.

Sincerely yours,

DAVIS, AINSWORTH, PINNOCK,  
DAVIS & GILSTRAP, P.C.

  
SIDNEY E. AINSWORTH

SEA:mb

cc: Dyanne Henson

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515 EAST MAIN STREET  
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(503) 482-3111

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Return to: KCTC

LAW OFFICES OF  
DAVIS, AINSWORTH, PINNOCK, DAVIS & GILSTRAP, P.C.  
515 EAST MAIN STREET  
ASHLAND, OREGON 97520  
(503) 482-3111

Filed for record at request of \_\_\_\_\_  
of June A.D., 19 36 at 2:25 o'clock P M., and duly recorded in Vol. M86  
of \_\_\_\_\_ Deeds on Page 9680

On Page 9880.  
Evelyn Biehn, County Clerk  
By W. A. Smith