Vol. M80 Page **- 59461** NOTICE OF ENFORCEMENT OF FORFEITURE RELIEBY AFTER DEFAULT (ORS 93.905 to ORS 93.940)

PACIFIC WEST MORTGAGE CO., an Oregon corp.

c/o H. Clayton Livengood, P.O. Box 13909, Salem, OR 97301

KENNETH B. FARWELL, 15051 Fern Ridge Road S.E., Stayton, OR 97383

LEONE Y. FARWELL, 15051 Fern Ridge Road S.E., Stayton, OR 97383

You, and each of you, as purchaser of the Real Property, are hereby given notice pursuant to ORS 93.915, of intent of the Seller under the Contract to enforce the Forfeiture Remedy contained in the Contract for default of the Contract unless you, within ninety (90) days from the date of this Notice (which is hereby given by First Class and Certified Mail with Return Receipt Requested), cure the Default. If you do not cure the Default by the date specified in this Notice, the Seller will enforce the Forfeiture Remedy contained in the Contract and record the Affidavit.

For the purposes of the Notice the following is set forth:

1. Seller: United States National Bank of Oregon, Trustee, Trust Real Estate Department, BB-5, who took title as United States National Bank of Portland (Oregon), P.O. Box 3168, Portland, Oregon 97208.

2. Purchaser: You, and each of you, as having acquired an interest in the Real Property, as specified in ORS 93.905(4) which includes, without limiting the generality of

the foregoing, the buyer described in the Contract.

3. Contract: That certain contract for transfer or conveyance of the Real Property dated September 15, 1980, recorded September 24, 1980, in Vol. M-80, Page 18283, rerecorded to add date on October 2, 1980, in Vol. M-80, Page 19137, Microfilm Records of Klamath County, Oregon, wherein the Solier is UNITED STATES NATIONAL BANK OF OREGON,

Trustee, and Pacific West Mortgage Company is the Buyer (Purchaser), affecting the following described Real Property situate in Klamath County, Oregon, to-wit:

The Si of Lots 4 and 5, Block 94, KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS.

4. Default: Failure to pay the sum of \$14,321.21, plus interest, on August 20, 1985, and failure to pay ad valorum taxes under Klamath County Assessor's No. 3809-32AD-4600 for the 1983-84 fiscal year, the 1984-85 fiscal year, and two-thirds of the 1985-86 fiscal year promptly before any part thereof becomes past due.

fiscal year promptly before any part thereof becomes past due.

5. Forfeiture Remedy: The following provisions of the Contract: "And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any such ases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the

6. Curing Default: Curing default means: payment of the sums due under the Contract of \$14,321.21 principal, plus \$ 1624.20 interest accrued to date of this Notice plus \$ 202 Notice, plus \$3.92 per day thereafter until paid, payment of delinquent real property taxes, \$350 attorney fees and \$150 costs of title search; all as provided in ORS 93.920.

7. Affidavit: The affidavit for forfeiture provided in ORS 93.930.

8. $\frac{ORS}{ORS}$ 93.905 to ORS 93.940: The provisions of ORS 93.905 to ORS 93.940 set forth below and on the reverse of this Notice and which are thereby incorporated herein as though fully set forth hereat.

Pronouns: Pronouns used in this Notice shall be construed in accordance with the appropriate gender or neuter, and as either singular or plural as the context

requires.

DATED: February 19 ____, 19<u>86</u>.

UNITED STATES NATIONAL BANK OF OREGON, Trustee

ORS 93.905 to ORS 93.940 -- FORFEITURE UNDER LAND SALES CONTRACT

93.905 -- Definitions for ORS 93.905 to 93.940: As used in ORS 93.905 to 93.940, unless the context requires otherwise: (1) "Contract for transfer or conveyance of an interest in real property" shall not include earnest money or preliminary sales agreements, options or rights of first refusal. (2) "Forfeiture remedy" means the non-judicial remedy whereby the seller cancels the contract for default, declares the purchaser's rights under the contract to be forfeited, extinguishes the debt and retains sums previously paid thereunder by the buyer. (3) "Purchase price" means the total price for the interest in the real property as stated in the contract, including but not limited to down payment, other property or value given or promised for which a dollar value is stated in the contract and the balance

of the purchase price payable in instalments, not including interest. If the contract provides for the contract provides f of the purchase price payable in indicalments, not including interest. If the contract provides for the conveyance of attributable to the remaining, unconveyed interest in real property, if the value thereof is senarately stated or can attributable to the remaining, unconveyed interest in real property, if the value thereof is separately stated or can be determined from the terms of the contract. (4) "Purchaser" means any nerson who by voluntary transfer acquires a attributable to the remaining, unconveyed interest in real property, if the value thereof is separately stated or can be determined from the terms of the contract. (4) "Purchaser" means any person who by voluntary transfer acquires a contract in real property, any successor in interest to all or any part of the purchaser's contract rights be determined from the terms of the contract. (4) "Purchaser" means any person who by voluntary transfer acquires a of whom the seller has actual or constructive notice, and any nerson having a subordinate lies or examinance of contractual interest in real property, any successor in interest to all or any part or the purchaser's contract rights of whom the seller has actual or constructive notice, and any person having a subordinate lien or encumbrance of not limited to, a mortgagee, a beneficiary under a trust deed and a purchaser under a of whom the seller has actual or constructive notice, and any person having a subordinate lien or encumbrance of subordinate contract for transfer or convevance of an interest in real property. (5) "Seller" means any person who record, including, but not limited to, a mortgagee, a beneficiary under a trust deed and a purchaser under a transfers or conveyance of an interest in real property. (5) "Seller" means any person who an interest in real property. (6) "linnaid balance" subordinate contract for transfer or conveyance of an interest in real property. (5) "Seller" means any person who means the sum of the unpaid principal balance, accrued unpaid interest and any sums actually paid by the seller on transfers or conveys an interest in real property, or any successor in interest or the seller. (6) "Unpaid balance" behalf of the nurchaser for items required to be baid by the nurchaser, including amounts baid for delinquent taxes. means the sum of the unpaid principal balance, accrued unpaid interest and any sums actually paid by the seller on behalf of the purchaser for items required to be paid by the purchaser, including amounts paid for delinquent taxes, assessments or liens. or to obtain or reinstate required insurance. [1985 c.718 §1] penalt of the purchaser for items required to be paid by the purchaser, including assessments of liens, or to obtain or reinstate required insurance. [1985 c.718 §1] assessments or items, or to obtain or reinstate required insurance. [1985] C./IN \$11

an interest in the real property provides a forfeiture remedy. Whenever a contract for transfer or conveyance of the remedy is self-executing or is optional. an interest in the real property provides a forfeiture remedy, whether the remedy is self-executing or is optional, forfeiture of the interest of a purchaser in default under the contract may be enforced only after notice of the an interest in the real property provides a forfeiture remedy, whether the remedy is self-executing or is optional, forfeiture of the interest of a purchaser in default under the contract may be enforced only after notice of the nurchaser as provided in ORS 93.915. Notwithstanding any provision in the contract to forfeiture of the interest of a purchaser in default under the contract may be enforced only after notice of the default has been given to the purchaser as provided in ORS 93.915, notwithstanding any provision in the contract to sine concrary. [1985] c./18 §22]

93.915 -- Notice of default; contents; time of forfeiture: (1) in the event of a default under a contract for conveyance of real property, a seller who wither to enforce a forfeiture remedy must give the nurchaser written notice by ance of real property, a seller who withes to enforce a forfeiture remedy must give the purchaser written notice by first class and certified mail with return receipt requested. (2) The notice shall specify the nature of the default. ance or real property, a seller who withes to enforce a forfeiture remedy must give the purchaser written notice by the amount of the default if the default is in the payment terms, the date after which the contract will be forfeited. the amount of the default if the default is in the payment terms, the date after which the contract will be forfeited and the name and address of the seller or the attorney for the seller. The if the purchaser does not cure the default and the name and address of the seller or the attorney for the seller. The notice after which the contract will be forfeited may not be less than: (a) Sixty days, when if the purchaser does not cure the default and the name and address of the seller or the attorney for the seller. In the nurchaser has reduced the unnaid halance to an amount orester than 75 percent of the nurchase price; (b) Ninety period specified in the notice after which the contract will be forfeited may not be less than: (a) Sixty days, when the purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price; (b) Ninety has reduced the unpaid balance to an amount which is more than 50 percent but less than 75 the purchaser has reduced the unpaid balance to an amount greater than 75 percent or the purchase price; (D) winety days, when the purchase price; or (c) One hundred twenty days. When the nurchaser has reduced the unpaid balance to an amount which is more than 50 percent but less than 75 percent days, when the purchaser has reduced the unpaid balance to an amount which is more than 50 percent but less than 75 amount which is 50 percent or less of the purchase price. (3) The statement contained int he notice as to the time percent or the purchase price; or (c) One hundred twenty days, when the purchaser has reduced the unpaid balance to an amount which is 50 percent or less of the purchase price. (3) The statement contained int he notice as to the time after which the contract will be forfeited if the default is not cured shall conclusively he presumed to be correct. amount which is 50 percent or less of the purchase price. (3) The statement contained int he notice as to the time after which the contract will be forfeited if the default is not cured shall conclusively be presumed to be correct, unless one or more recipients of such notice notifies the seller or the attorney for the after which the contract will be forfeited if the default is not cured shall conclusively be presumed to be correct, and the notice adequate, unless one or more recipients of such notice notifies the seller or the attorney for the such recipient claims the right to a longer period of time in which to and the notice adequate, unless one or more recipients or such notice notifies the seller or the attorney for the cure the default. [1985 c.718 63] cure the default. [1985 c.718 §3] cure the default. [1985 c./18 §3]
93.920 -- Curing default to avoid forfeiture; payment of costs and expenses: A purchaser in default may avoid a forfeiture under the contract by curing the default or defaults before expiration of the notice period provided in ORS 93.970 -- Curing default to avoid forfeiture; payment of costs and expenses: A purchaser in default may avoid a forfeiture under the contract by curing the default or defaults before expiration of the notice period provided in ORS of a failure to pay sums when due under the contract, the default may be cured by forteiture under the contract by curing the default or defaults before expiration of the notice period provided in ORS 93.915. If the default consists of a failure to pay sums when due under the contract, the default may be cured by paying the entire amount due, other than sums that would not then be due had no default occurred, at the time of cure 93.915. If the default consists of a failure to pay sums when due under the contract, the default may be cured by sums that would not then be due had no default occurred, at the time of cure the contract. Any other default under the contract may be cured by tendering the performance repaying the entire amount due, other than sums that would not then be due had no detault occurred, at the time of cure under the terms of the contract. Any other default under the contract may be cured by tendering the performance reunder the terms of the contract. Any other default under the contract may be cured by tendering the performance recuired under the contract. In addition to paying the sums or tendering the performance necessary to cure the default,
the defaulting purchaser shall pay all costs and expenses actually incurred in enforcing the contract. including, but cuired under the contract. In addition to paying the sums or tendering the performance necessary to cure the defaulting purchaser shall pay all costs and expenses actually incurred in enforcing the contract, including, but to exceed \$350 and costs of title search. [1985 c.718 84] the defaulting purchaser shall pay all costs and expenses actually incurred in enforcing the contract, not limited to, late charges, attorney fees not to exceed \$350 and costs of title search. [1985 c.718 §4] 93.925 -- Failure to cure default: exclusiveness of notice: Notwithstanding a seller's waiver of prior not limited to, late charges, attorney rees not to exceed \$350 and costs of title search. 11985 c./18 \$41 and purchaser does not cure the default within the neriod specified in ORS 93.915. the contract notice is given and purchaser does not cure the default within the period specified in ORS 93.915, the contract shall not be reinstated by any subsequent offer or tender of notice is given and purchaser does not cure the derault within the period specified in OKS 93.915, the contract shall not be reinstated by any subsequent offer or tender of that may be required under the terms of forfeiture remedy may be exercised and the contract shall not be reinstated by any subsequent of the contract itself. Except where overster notice or notice to persons other than those described in ORS 93.915 is performance. The notice required in UKS 93.915 shall be in lieu of any notice that may be required under the terms of the contract itself, except where greater notice or notice to persons other than those described in ORS 93.915 is required by the terms of the contract. In which case notice shall be given for such longer nericed of rime and to such the contract itself, except where greater notice or notice to persons other than those described in UKS 93.913 is additional nersons as required by the contract, in which case notice shall be given for such longer period of time and to such additional persons as required by the contract. [1985 c.718 §5] additional persons as required by the contract. [1985 c./18 85]

93.930 -- Recording affidavit after forfeiture; affidavit as evidence: When a contract for conveyance of real property has been forfeited in accordance with its terms after the seller has given notice to the nurchaser as provided in 93.930 -- Recording attidavit after fortesture; attidavit as evidence: When a contract for conveyance or reas property description. A copy of the notice of default and ty has been forfeited in accordance with its terms after the seller has given notice to the purchaser as provided in order of mailing attached. Setting forth that the default of the nurchaser under the terms of the contract was not OKS 93.915, the seller shall record an attidavit with the property description, a copy or the notice or derault and proof of mailing attached, setting forth that the default of the purchaser under the terms of the contract was not entered within the time period provided in ORS 93.915 and that the contract has been forfeited. When the affidavit is proof of mailing attached, setting forth that the default of the purchaser under the terms of the contract was not cured within the time period provided in ORS 93.915 and that the contract has been forfeited. When the affidavit is recitals contained in cured within the time period provided in ORS 93.915 and that the contract has been forfeited. When the affidavit is the affidavit shall be prima facia avidence in any court of the truth of the matters set forth therein, but the recorded in the deed records of the county where the property described therein is located, the recitals contained in the affidavit shall be prima facie evidence in any court of the truth of the matters set forth therein, but the conclusive in favor of a purchaser for value in good faith relving upon them. Upon the recordation the affidavit shall be prima facie evidence in any court of the truth of the matters set forth therein, but the recitals shall be conclusive in favor of a purchaser for value in good faith relying upon them. Upon the recordation and canceled and the nurchaser shall have no further right. recitais snail be conclusive in rayor or a purchaser for value in good faith relying upon them. Upon the recordation of the affidavit, the contract shall be extinguished and canceled, and the purchaser shall have no further right, title or interest in and to the real property. [1985 c.718 §6] title or interest in and to the real property. 11985 c.718 363

93.935 -- Effect of purchaser's abandonment or reconveyance on interest, lien or claim: (1) In the event of a default under a contract for conveyance of real property, the interest. Hen or claim of a person with respect to the real ys. ys. - Effect of purchaser's abandonment of reconveyance on interest, lien of claim; (1) in the event of a default under a contract for conveyance of real property, the interest, lien of claim of a person with respect to the real property. by virtue of an assignment, conveyance, contract, mortogoe, trust deed or other lien or claim from or under a contract for conveyance or real property, the interest, lien or claim of a person with respect to the real through a nurchaser. shall not be affected by the nurchaser's abandonment or reconveyance to the seller unless the property, by virtue of an assignment, conveyance, contract, mortgage, trust deed or other field or claim from or through a purchaser, shall not be affected by the purchaser's abandonment or reconveyance to the seller unless the nature of the default. through a purchaser, shall not be affected by the purchaser's abandonment or reconveyance to the seller unless the person is given notice in the manner specified in ORS 93.915. (2) The notice shall specify the nature of the default, the default is in the navment terms, the date after which the nurchaser's interest in the person is given notice in the manner specified in ORS 9.3.915. (2) The notice shall specify the nature or the derault, the amount of the default if the default is in the payment terms, the date after which the purchaser's interest in the specified in ORS 9.3.915. (2) The notice shall specify the nature or the derault, the amount of the default is in the payment terms, the date after which the purchaser's interest in the name and address of the seller or the attorney for the amount or the default if the default is in the payment terms, the date after which the purchaser's interest in the real property will be abandoned or reconveyed to the seller and the name and address of the seller or the aftorney for the appropriate of the seller or the after which the nurchaser's interest will be abandoned or reconveyed to real property will be abandoned or reconveyed to the seller and the name and address of the seller or the attorney for the seller may not be less than: (a) Sixty days, when the purchaser has reduced the unpaid balance to an amount the seller. The period specified in the notice after which the purchaser's interest will be abandoned or reconveyed to the seller may not be less than: (a) Sixty days, when the purchaser has reduced the unpaid balance to an amount of the nurchase price: (b) Ninety days, when the burchaser has reduced the unpaid balance to the seller may not be less than: (a) Sixty days, when the purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price; (b) Ninety days, when the purchaser has reduced the unpaid balance to an amount which is more than 50 nercent but less than 75 percent of the nurchase price; or (c) One hundred twenty greater than 75 percent of the purchase price; (b) Ninety days, when the purchaser has reduced the unpaid balance to an amount which is more than 50 percent but less than 75 percent of the purchase price; or (c) One hundred twenty days. When the burchase to an amount which is 50 percent or less of the burchase an amount which is more than 50 percent but less than 75 percent of the purchase price; or (c) One hundred twenty days, when the purchaser has reduced the unpaid balance to an amount which is 50 percent or less of the purchase price; or (c) One hundred twenty or claim with respect to the real property, by virtue of an days, when the purchaser has reduced the unpaid balance to an amount which is 50 percent or less of the purchase price. (3) If the person having an interest, lien or claim with respect to the real property, by virtue of an or other lien or claim from or through a purchaser whose Price. (3) If the person having an interest, lien or claim with respect to the real property, by virtue of an assignment, conveyance, contract, mortgage, trust deed or other lien or claim from or through a purchaser whose in ORS 93.920 then assignment, conveyance, contract, mortgage, trust deed or other lien or claim from or through a purchaser whose such nergon's interest. Hen or claim with respect to the real property, cures the default as provided in ORS 93.920 then the real property of the default as provided in ORS 93.920 then the purchaser's interest arises under a contract for conveyance of real property, cures the default as provided in UKS 93.920 then abandonment or reconveyance to the seller [1985 c 718 87] abandonment or reconveyance to the seller. [1985 c.718 §7] apandonment or reconveyance to the seller. [1985] C./18 3/]

93.940 -- Effect of seller's foreclosure or other action on interest, lien or claim: The interest, lien or claim of a person with respect to the real property. by virtue of an assignment, conveyance, contract, mortgage, trust deed or Person with respect to the real property, by virtue of an assignment, conveyance, contract, mortgage, trust deed or other lien or claim from or through a purchaser whose interest arises under a contract for conveyance of real person with respect to the real property, by virtue of an assignment, conveyance, contract, mortgage, trust deed or or or claim from or through a purchaser whose interest arises under a contract for conveyance of real or other action on the contract unlace such person to made other lien or claim from or through a purchaser whose interest arises under a contract for conveyance of real property, shall be not affected by the seller's foreclosure or other action on the contract unless such person is made action brought by the seller to enforce or foreclose the contract. In such action, such person shall property, shall be not affected by the seller's foreclosure or other action on the contract unless such person is made in party to the action brought by the seller to enforce or foreclose the contract. In such action, such person shall nurchaser's default or satisfy the nurchaser's party to the action prought by the seller to enforce or foreclose the contract. In such action, such person shall isations as are granted the purchaser. [1985 c.718 §8] obligations as are granted the purchaser. [1985 c.718 §8]

STATE OF OREGON County of Multnomah

FEBRUARy 19, 19 86

Personally appeared the above named W. E. RUTHERFORD

States National Bank of Oregon and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

for Oregon

My commission expires:

WHEN RECORDED MAIL TO:

GIACOMINI, JONES & ASSOCIATES

ATTORNEYS AT LAW

635 MAIN STREET

KLAMATH FALLS, OREGON 97601 STATE OF OREGON

(Don't use this space; reserved for recording label in counties where (,besu

22. County of _ Klamath I certify that the within instrument was received for record on the 21st day of ___March _ , 19__86 , at 4:02 o'clock P M. and recorded in book M86 on page 4781 or as filling fee number 59461 , Record of Deeds of said County
Witness my hand and see to County
affixed.

Evelyn Biehn,

Klamath County Clerk

By Han

Fee: \$13.00

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	Sent to Leone Y. Farwell Street and The Fern Ridge Road S. E. P.O State and ZIP Code Stayton, OR 97383 Postage \$ Certified Fee Special Delivery Fee Restricted Delivery Fee Return Receipt Showing to whom and Date Delivered	o. Addr	5. Sign	Registered Insured P 714 1 Always obtain signature of addressee or ad	Kenneth B. Farwell 15051 Fern Ridge Road Hayton, OR 97383	2. Article Addressed to:	reverse side. Failure to being returned to you. You the name of the pedelivery. For additional evailable. Consult postm for service(s) requested.	
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Feb. 1982	Sent to Leone Y. Farwell Street and Tho Fern Ridge Road S. F. P.O State and ZIP Code Stayton, OR 97383 Postage \$ Certified Fee Special Delivery Fee Restricted Delivery Fee Return Receipt Showing to whom and Date Delivery TOTAL Postage and Postage Postmark or Delivery Street and Address of Delivery TOTAL Postage and Postage Section Ridge Road S. F. Postmark or Delivery TOTAL Postage and Postage Street and Thomas and Address of Delivery TOTAL Postage and Postage Street and Thomas and Address of Delivery Total Postage and Postage South Thomas and Address of Delivery Total Postage and Postage Address of Delivery Total Postage and Postage Address of Delivery	į ,	5. Sign	legistered Insured paress Mail COD p	Kenneth B. Farwell 15051 Fern Ridge Road S tayton, OR 97383	2. Article Addressed to:	reverse side. Failure to do this will prevent this card being returned to you. The return receipt tee will prevent the card You the name of the person delivered to and the data evailable. Consult postmaster for fees and check box for service(s) requested.	
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