

AFFIDAVIT FORFEITING LAND SALE CONTRACT

83241

Contract No. C05952

STATE OF OREGON }
 } ss
 County of Marion

I, Douglas A. Port, being first duly sworn, depose, and say:

I have been duly authorized by the Director of Veterans' Affairs, the Seller, to declare a forfeiture of that certain Land Sale Contract between the State of Oregon, represented and acting by the Director of Veterans' Affairs, the Seller, and Charles H. Raimer, the Buyer, dated October 14, 1985, recorded October 15, 1985, in Book No. M-85, Page No. 16741, official records of Klamath County, Oregon, covering the following described property situated in said county and state, to wit:

Tax Account Number 201472

Lot 8, Block 5, FIRST ADDITION TO THE CITY OF CHILOQUIN, in the County of Klamath, State of Oregon.

The mailing address of the above-described property is 207 Yohooskin, Chiloquin, Oregon 97624.

The aforesaid contract provides a forfeiture remedy. I gave notice of seller's election to enforce the forfeiture provision of said contract by mailing a "Seller's Notice of Default and Election to Declare a Forfeiture" (a copy of which is attached hereto) by first class and certified mail with return receipt requested (proof of mailing attached hereto) to the purchaser and to all persons having an interest, lien, or claim with respect to said real property, and more particularly to:

Personal Rep. of the
 Estate of Charles H. Raimer
 207 Yahooskin
 Chiloquin, OR 97624

Kathleen A. Pickar
 HCR 61, Box 34C
 Manning, OR 97125

Pacific Power & Light
 DBA Klamath Falls Electric Store
 419 Main Street
 Klamath Falls, OR 97601

Personal Rep. of the Estate
 of Charles H. Raimer
 c/o Sidney Ainsworth,
 Attorney at Law
 515 East Main Street
 Ashland, OR 97520

No greater notice, or notice to persons other than those given notice, is required by the terms of the contract.

Said Notice of Default was the initial written Notice of a Default given to the purchaser.

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The address to which the "Seller's Notice of Default and Election to Declare a Forfeiture" was mailed is the last known mailing address of the parties being given notice of the forfeiture. No other mailing address was known by Seller.

Neither the Seller nor the attorney for the Seller has been notified by any recipient of the aforesaid Notice of Default that a right to a longer period of time in which to cure the Default was being claimed.

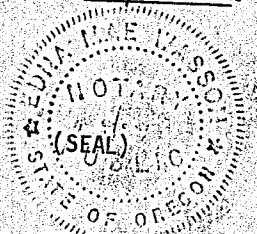
The Default of the purchaser, under the terms of the contract, was not cured within the time period specified in the aforesaid notice.

The contract has been forfeited.

Signed this 12th day of November 1987.

Douglas A. Port
Douglas A. Port

Subscribed and sworn to before me this 12th day of November, 1987.



Edna Shae Wasson
Notary Public for Oregon
My Commission expires: 10-11-91

THIS DOCUMENT HAS CREATED AN INTEREST IN:

Director of Veterans' Affairs (DVA)
Oregon Veterans' Building
700 Summer Street, NE
Salem, OR 97310-1201

AFTER RECORDING RETURN TO DVA

SELLER'S NOTICE OF DEFAULT AND ELECTION TO DECLARE A FORFEITURE
(Pursuant to Oregon Revised Statutes Sections 93.905 to 93.940)

Reference is made to that certain Land Sale Contract between the State of Oregon, represented and acting by the Director of Veterans' Affairs, the Seller, and Charles H. Raimer, the Buyer, dated October 14, 1985, recorded October 15, 1985, in Book No. M-85, Page No. 16741, official records of Klamath County, Oregon, covering the following described real property situated in said county and state, to-wit:

Lot 8, Block 5, FIRST ADDITION TO THE CITY OF CHILOQUIN, in the County of Klamath, State of Oregon.

The mailing address of the above-described property is 207 Yohooskin, Chiloquin, Oregon 97624.

YOU ARE HEREBY NOTIFIED there is a default by the buyer, with respect to provisions in said contract, which authorize the seller to declare the buyer's rights under the contract to be forfeited, the debt extinguished, and the sums previously paid by buyer to be retained by seller.

Seller does hereby declare buyers rights under said contract forfeited, unless the default is cured. The default for which seller is declaring buyer's rights under said contract to be forfeited is buyer's failure to pay when due the following sums:

Full monthly payments in the amount of \$375 due February 1, 1987, and the first day of each month thereafter (partial payments made).

The total delinquency is \$2,625.

The unpaid balance on the aforesaid contract is greater than 75 percent of the purchase price.

THE DATE AFTER WHICH SAID CONTRACT WILL BE FORFEITED IF THE BUYER DOES NOT CURE THE DEFAULT IS NOVEMBER 10, 1987.

The default can be cured by paying the entire amount due (other than sums that would not be due had no default occurred) together with costs and attorney's fees as provided by law, on or before November 10, 1987.

The name and address of the seller is:

Department of Veterans' Affairs
700 Summer Street, NE
Salem, OR 97310

Dated this 8th day of SEPTEMBER 1987.

Director of Veterans' Affairs

By

Douglas A. Port
Douglas A. Port
Attorney at Law

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Company the 6th day
of January A.D., 19 88 at 4:00 o'clock P. M., and duly recorded in Vol. M88
of Deeds on Page 291

FEE \$15.00

Evelyn Biehn, County Clerk
By [Signature]