

Aspen 33223

Contract No. C06143

AFFIDAVIT OF MAILING SELLER'S NOTICE OF DEFAULT  
AND ELECTION TO DECLARE A FORFEITURE

STATE OF OREGON, County of Marion, ss:

I, Mae Wasson, being first duly sworn, depose, say, and certify that:

At all times hereinafter mentioned I was and now am a resident of the State of Oregon and a competent person over the age of eighteen years. I gave notice of a default and seller's election to declare a forfeiture by mailing a notice, copy of which is attached hereto, by both first class and certified mail, with return receipt requested, to each of the following named persons at their respective last known addresses, to wit:

Terry McCutcheon  
PO Box 1231  
Klamath Falls, OR 97601

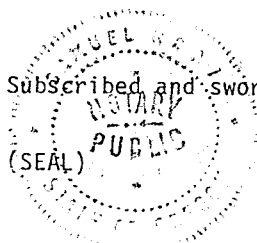
Jane McCutcheon  
PO Box 1231  
Klamath Falls, OR 97601

Gregg S. Jordan  
3918 Greensprings Drive  
PO Box 5017  
Klamath Falls, OR 97601

Tonia R. Jordan  
3918 Greensprings Drive  
PO Box 5017  
Klamath Falls, OR 97601

Said persons include the purchaser, any occupant of the property, any person requesting a notice, and any other person with an interest, lien, or claim with respect to the real property described in the contract referred to in the aforesaid Notice of Default and Election to Declare a Forfeiture, or their legal representatives, if any.

Each of the notices so mailed was placed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States Post Office at Salem, Oregon, on April 4, 1989. Each of said notices was mailed at least 60 days before the day fixed in said notice as the time after which the contract would be forfeited.



Subscribed and sworn to before me this 4th day of April, 1989

Samuel O. Goss  
Notary Public for Oregon

My commission expires 8-17-92

AFTER RECORDING RETURN TO:

Department of Veterans' Affairs  
Attention Douglas A. Port  
700 Summer Street, NE  
Salem, Oregon 97310-1201

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C06143

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 Gregg S. Jordan and Tonia R. Jordan, the Buyer, dated November 7, 1985, recorded November 12, 1985, in Book No. M-85, at Page No. 18265 (Vendor's interest assigned to Terry L. McCutcheon by instrument dated July 8, 1988, recorded July 8, 1988, Book No. M88, at Page No. 10776), official records of Klamath County, Oregon, covering the following described real property situated in said county and state, to-wit:

Tax Account No.: 621928

Lot 5, Block 35, FIFTH ADDITION TO KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following described parcel of land situated in Section 6, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin on the West line of Government Lot 4 of said Section 6 from which the Northwest corner of said Government Lot 4 bears North  $00^{\circ} 03' 57''$  West along said West Government Lot line, 405.00 feet; thence North  $56^{\circ} 35' 42''$  East, 433.93 feet to the mean high water line of the Klamath River; thence South  $30^{\circ} 27' 21''$  East along said mean high water line, 19.89 feet; thence leaving said mean high water line South  $58^{\circ} 15' 58''$  West 437.76 feet to said West line of Government Lot 4; thence North  $00^{\circ} 03' 57''$  West along said West line of Government Lot 4, 8.50 feet to the point of beginning, lying within the Northerly portion of Lots 5, 6 and 7 of Block 35 of Tract No. 1081, Fifth Addition to Klamath River Acres.

The mailing address of the above-described property is 11223 White Goose Drive, Keno, Oregon 97627

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:

Monthly payments in the amount of \$507 due November 1, 1988, December 1, 1988, and January 1, 1989.

Monthly payments in the amount of \$514 due February 1, 1989, and the first day of each month thereafter.

The total delinquency is \$2,549.

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 JUNE 7, 1989.

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 June 7, 1989.

The name and address of the seller is:

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

Dated this 3<sup>rd</sup> day of APRIL 1989.

Director of Veterans' Affairs

By Douglas A. Port  
Douglas A. Port

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Aspen Title Co.  
on this 6th day of April A.D., 19 89  
at 10:12 o'clock A.M. and duly recorded  
in Vol. M89 of Mortgages Page 5784  
Evelyn Biehn  
By Douglas A. Port County Clerk  
Fee, \$18.00 Deputy.