

COMFORT-BLACK/89073102

OREGON

LOAN NUMBER: 28526

INVESTOR NUMBER:

5409

Please Record and Return to:

TSI

911 N 145 ST

SEATTLE WA 98133

(206) 363-1161

Vol. 3789 Page 17678

K-41633
NOTICE OF DEFAULT OF
CONTRACT FOR CONVEYANCE OR TRANSFER

I

You are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

A. PARTIES IN THE CONTRACT:

ORIGINAL SELLER(S):

ORIGINAL PURCHASER(S):

CURRENT SELLERS:

SELLER'S ASSNMT REC NUMBER:

CURRENT PURCHASERS:

RECORDING INFORMATION:

SYLVIA STROUD aka SYLVIA STROUD JOHNSON

GLORIA A. COMFORT

METROPOLITAN MORTGAGE & SECURITIES CO.

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GLORIA A. COMFORT BLACK

N/A

B. DESCRIPTION OF THE PROPERTY:

Legally described as set forth in Exhibit A, attached hereto and incorporated herein. Said property commonly known as:
4739 CLIMAX AVENUE, KLAMATH FALLS, OR 97601

C. CONTRACT INFORMATION:

DATE:

JULY 7, 1977

RECORDING DATE:

JULY 8, 1977

RECORDING NO:

VOLUME M77, PAGE 12039

RECORDING

PLACE:

KLAMATH

County,

Oregon

II

The Seller(s) alleges default of the Contract for the failure to pay the following amounts, now in arrears and/or other defaults to wit:

A. Monthly Payments:

APRIL 16, 1989 through AUGUST 23, 1989

5 at \$179.95

0 at \$0.00

\$ 899.75

B. Late Charges:

\$0.00/\$0.00 for each monthly
payment not made within

0 days of its due date:

\$ 0.00

C. Other Arrears:

1985-1989 REAL ESTATE TAXES

\$ 2,401.51

0.00

0.00

TOTAL AMOUNT CURRENTLY IN ARREARS:

\$ 3,301.26

*** IMPORTANT: READ PAGES 2, 3, AND 4 OF THIS DOCUMENT ***

D. Default(s) other than payment of money and action required to cure:

FAILURE TO PAY 1985-1989 REAL ESTATE
TAXES IN ACCORDANCE WITH THE TERMS OF
THE CONTRACT

III

The following is a statement of additional payments, charges, fees, and costs required to cure the default:

A. Cost of title report	\$ 180.00
B. Property inspection fee	24.00
C. Copying	18.00
D. Postage	25.00
E. Attorneys Fee	350.00
F. Recording	22.00
G.	0.00
H.	0.00
TOTAL FEES & CHARGES \$ 619.00	

IV

The total amount necessary to cure the monetary default(s) is the sum of the amounts in (II) and (III), **PLUS** the amount of any payments and late charges which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured, **PLUS** any additional costs or fees which may be incurred subsequent to the date of this Notice of Intent to Forfeit. **NOTE:** You must contact Seller (s) or Seller's agent prior to curing the default(s) in order to obtain the current and exact figures necessary to cure the default(s). All cure funds must be tendered in cash, cashier's check, or certified funds. As of the date of this notice, the total amount necessary to reinstate your contract is \$3,920.26.

The unpaid principal balance is \$14,788.65.

V

The name, address, and telephone number of the current Seller and the Seller's agent giving the notice:

Seller(s)
METROPOLITAN MORTGAGE & SECURITIES CO.
P.O. BOX 2162
SPOKANE, WA 99210
1-800-572-0930

Seller's Agent
SHERRIE KAISER GOFF
16132 SOUTH THAYER ROAD
OREGON CITY, OR 97045

VI

FAILURE TO CURE ALL OF THE DEFAULTS LISTED IN PARAGRAPHS II, III, AND IV ON OR BEFORE THE FINAL CURE DATE WILL RESULT IN THE FORFEITURE OF THE CONTRACT.

FINAL CURE DATE: JANUARY 19, 1990

*** IMPORTANT: READ PAGES 3 AND 4 OF THIS DOCUMENT ***

VII

The forfeiture of the contract will result in the following to the extent provided in the Contract:

- A. All right, title, and interest of the purchaser in the property, of all persons claiming through the purchaser, or whose interests are otherwise subordinate to the seller's interest in the property, shall be terminated;
- B. The purchaser's rights under the contract shall be canceled;
- C. All sums previously paid under the contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto;
- D. All of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
- E. The purchaser and all other persons occupying the property whose interests are forfeited, shall be required to surrender possession of the property, improvements, and unharvested crops and timber to the seller 10 days after the declaration of forfeiture is recorded.

VIII

- A. The person to whom the notice is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the time to cure has expired.

The Declaration of Forfeiture will be recorded on **JANUARY 19, 1990.**

- B. The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom, when, and how it is required to be given.

C. EARLIER NOTICE SUPERSEDED: This notice of intent to forfeit supersedes any notice of default which was previously given under this contract and which deals with the same default(s).

- E. All persons whose rights in the property will be terminated and who are in or come into possession of any portion of the property (including improvements and unharvested crops and timber are required to surrender such possession to the seller not later than the DATE TO VACATE set forth below which date shall be not less than ten days after the Declaration of Forfeiture was recorded or such longer period provided in the contract or other agreement with the seller.

DATE TO VACATE: **February 5, 1990**

Date 9/4/89

Sherrie Kaiser Goff
Agent for Seller

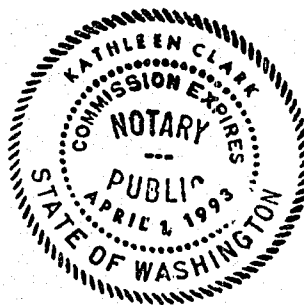
BY: Sherrie Kaiser Goff

STATE OF ~~OREGON~~ ^{Washington}
COUNTY OF King) SS

On this 4th day of September, 1989, personally appeared before me Sherrie Kaiser Goff who executed the foregoing instrument, and acknowledged the said instrument was signed as a free and voluntary act and deed for the purposes stated therein, and on oath stated that she is authorized to execute the said instrument.

Given under my hand and seal this 4th day of September, 1989.

Kathleen Clark
Notary Public in and for the State of
Oregon, residing at Seattle
My Commission Expires 4-1-93



89073102 (OR)
COMFORT-BLACK
(EXHIBIT A)

Tract 78 of Pleasant Home Tracts, according to the official plat thereof on
file in the office of the County Clerk of Klamath County, Oregon.

SITUATE IN THE COUNTY OF KLAMATH, STATE OF OREGON.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 20th day
of Sept. A.D., 19 89 at 10:40 o'clock A.M., and duly recorded in Vol. M89,
of Deeds on Page 17678.

Evelyn Biehn . County Clerk

By Pauline Mullendore

FEE \$28.00