

Record and Return to:
 AMERICAN TRUSTEE, INC.
 6505 218th STREET, S.W., SUITE 6
 MOUNTLAKE TERRACE, WA 98043
 (206) 775-9065

ATI Number: KAMP062205F
 Loan Number: 31523

K-42388
NOTICE OF DEFAULT OF
CONTRACT FOR CONVEYANCE OR TRANSFER

PURSUANT TO THE OREGON REVISED STATUTES, CHAPTERS 93.905 - 93.940

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): CHARLES R. STROHKIRCH & SANDRA M. STROHKIRCH, HUSBAND & WIFE
 ORIGINAL PURCHASER(S): MITCHELL COBB & HUNG TRUONG, EACH TO AN UNDIVIDED $\frac{1}{2}$ INTEREST
 CURRENT SELLER(S): METROPOLITAN MORTGAGE & SECURITIES CO., INC. D/B/A METROPOLITAN *
 SELLER'S ASSIGNMENT RECORDING NUMBER: 64717, VOLUME P104, PAGE 14241
 CURRENT PURCHASER(S): DAVID E. KAMPFEN & CLARA L. KAMPFEN, HUSBAND & WIFE
 RECORDING INFORMATION: 50565, VOLUME M85, PAGE 10164

B. DESCRIPTION OF THE PROPERTY:

Legally described as set forth in Exhibit A, attached hereto and incorporated herein.

C. CONTRACT INFORMATION:

DATED: DECEMBER 31, 1979
 RECORDING DATE: DECEMBER 31, 1979
 RECORDING NUMBER: 78808, VOLUME M79, PAGE 29887
 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:

03/10/90 through 07/02/90
4 PAYMENTS at \$ 119.35

\$ 477.40

B. LATE CHARGES:

\$ N/A

C. OTHER ARREARS

\$ N/A

TOTAL AMOUNT CURRENTLY IN ARREARS:

\$ 477.40

IMPORTANT: READ SECOND PAGE OF THIS DOCUMENT

90 JUL 11 PM 3 53

ATI Number: KAMP062205F

III

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

A. Cost of title report	\$ 175.00
B. Property inspection fee	\$ --
C. Copying/Telephone	\$ 17.20
D. Postage	\$ 24.25
E. Trustee's fee	\$ 500.00
F. Recording	\$ 28.00
TOTAL FEES AND CHARGES	\$ 744.45

IV

The total amount necessary to cure the default 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(s) of Default. YOU MUST CONTACT THE SELLER OR THE SELLER'S AGENT PRIOR TO CURING THE DEFAULT(S) IN ORDER TO OBTAIN THE CURRENT AND EXACT FIGURES NECESSARY TO CURE THE DEFAULT(S). The seller's agent is AMERICAN TRUSTEE, INC., 6505 218th STREET, S.W., SUITE 6, MOUNTLAKE TERRACE, WASHINGTON 98043. The agent's phone number is (206) 775-9065. 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 \$ 1,221.85.

The unpaid principal balance is \$ 5,996.04.

V

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

SELLER

METROPOLITAN MORTGAGE & SECURITIES CO., INC.
P.O. BOX 2162/W. 929 SPRAGUE
SPOKANE, WA 99210
(509)838-3111

SELLER'S ATTORNEY

SHERRIE KAISER GOFF
19197 S. MOLALLA AVE., SUITE 253
OREGON CITY, OREGON 97045
(206) 775-9065

IMPORTANT: READ THIRD PAGE OF THIS DOCUMENT

ATI Number: KAMP062205F

VI

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

FINAL CURE DATE: 10/11/90

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 ten (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 10/12/90.

- B. The Seller is not required to give any person any other notice of default before the Declaration of Forfeiture is recorded.

IMPORTANT: READ FOURTH PAGE OF THIS DOCUMENT

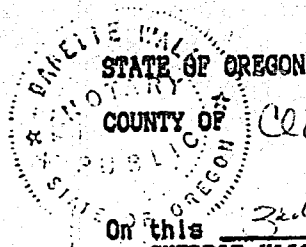
ATI Number: KAMP062205F

- C. EARLIER NOTICE SUPERSEDED: This Notice of Default supersedes any notice of default which was previously given under this Contract and which deals with the same default(s).
- D. 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: 10/22/90DATED: 7/3/90

SHERRIE KAISER GOFF

Sherrie Kaiser Goff
ATTORNEY FOR SELLER



On this 3rd day of July, 1990, 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 3rd day of July, 1990.

Robert H. Hall
Notary Public in and for the State of
Oregon, Residing at Corvallis
My Commission Expires 12/15/93

KAMP062205F (OR)
KAMPFEN:31523
(EXHIBIT A)

LOT 5, BLOCK 4, FAIRVIEW 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.

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 11 day
of July A.D., 19 90 at 3:53 o'clock P M., and duly recorded in Vol. M90,
of Deeds on Page 13696.

FEE 28.00

Evelyn Biehn County Clerk

By Bernetha D. Hetsch

INDEXED

D 1