

PROOF OF MAILING  
NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT

STATE OF OREGON, (County of Klamath) ss.

I, Michael L. Brant, being first duly sworn, depose and say as follows:

I am the attorney for Audie Jolliff and Vadie Jolliff, Sellers under a Contract between Audie Jolliff and Vadie Jolliff as Sellers and Douglas St. Pierre and Tammy St. Pierre as Purchasers. Said Contract was recorded April 2, 1991 in Volume M 91 on Page 5887, deed records of Klamath County, Oregon, covering the following-described real property:

Lot 1, Block 18, Ewauna Heights Addition to the City of Klamath Falls, County of Klamath, State of Oregon.

I hereby certify that I mailed, by first class mail and by certified mail, return receipt requested, a true copy of the attached Notice of Default and Forfeiture of Contract to the persons listed below, on the date and to the last known address of said persons by placing said Notice in a sealed envelope, with postage fully paid thereon, and depositing the same in the U. S. Mail.

Mr. and Mrs. Audie Jolliff, Sellers  
60345 Cinder Butte Road  
Bend OR 97702

ERA Nicholson/Property Management  
Attention: Linda Ervin  
2655 Shasta Way Suite 1  
Klamath Falls OR 97603

Douglas St. Pierre, Purchaser  
Tammy St. Pierre, Purchaser  
614 N. 1st Street  
Klamath Falls OR 97601

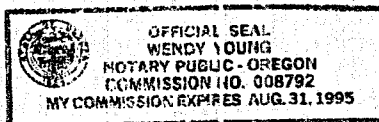
Susan Baird, Tenant of subject property  
614 N. 1st Street  
Klamath Falls OR 97601

*Michael L. Brant*

Michael L. Brant  
Attorney for Sellers

SUBSCRIBED AND SWORN to before me this 19th day of September, 1991.

*Wendy Young*  
Notary Public for Oregon



## NOTICE OF DEFAULT AND FORFEITURE

Sellers under the Contract described below declare Purchasers are in default for the reasons set forth herein.

## 1. DESCRIPTION OF CONTRACT:

- (A) Purchasers: Douglas St. Pierre and Tammy St. Pierre
- (B) Sellers: Audie Jolliff and Vadie Jolliff
- (C) Contract Recorded: April 2, 1991 in Volume M 91 on page 5887, Deed records of Klamath County, Oregon
- (D) Amount and Terms of Contract: \$19,000 purchase price; \$500 cash down payment; deferred balance of \$18,500 payable in monthly installments of \$244.49 including interest of 10% per annum beginning May 2, 1991 and continuing for 60 months. After the first 12 months, an additional payment of \$500 was due. At the end of 60 months, the entire remaining unpaid principal balance plus accumulated interest was to be paid in full. Purchasers to pay real property taxes as they became due and provide proof of insurance on the property of at least the amount of the contract balance showing sellers as lien holders.
- (E) Property Description: Lot 1, Block 18, Ewauna Heights Addition to the City of Klamath Falls, County of Klamath, State of Oregon

2. NATURE AND AMOUNT OF DEFAULT: Failure to pay the following: The only payment which has been paid was an interest only payment of \$155

3. SUM OWING ON OBLIGATION: (as of September 18, 1991)
- |                   |             |
|-------------------|-------------|
| Principal balance | \$18,500.00 |
| Interest paid     | [155.00]    |
| Accrued interest  | 855.14      |

Total Due \$19,200.14

The principal balance will accrue interest at the rate of \$5.06 per day from September 19, 1991 until paid in full.

Plus taxes which are a lien but not yet payable.

4. DATE AFTER WHICH CONTRACT FORFEITED IF DEFAULT NOT CURED: Unless the default is cured as set forth in paragraph 5 of this Notice of Default and Forfeiture, the Purchasers and all persons claiming through the Purchasers shall have no

further rights in the contract or the property and no person shall have any right to redeem the property; and all sums previously paid under the contract by or on behalf of the Purchasers shall belong to and be retained by the Sellers or other persons to whom paid.

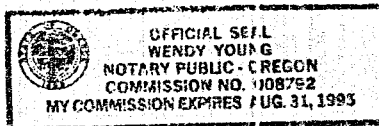
5. CURE OF DEFAULT TO AVOID FORFEITURE: Notice is given that forfeiture may be avoided under the contract by curing the default by payment of the entire amount due, other than such portion of principal as would not then be due had no default occurred, and tendering performance of other obligations in default, together with costs and expenses actually incurred in enforcing the contract on or before Monday, November 25, 1991.

6. NAME AND ADDRESS OF SELLERS' ATTORNEY: Michael L. Brant,  
325 Main Street, Klamath Falls, Oregon 97601

Michael L. Brant  
Michael L. Brant  
Attorney for Sellers

STATE OF OREGON, County of Klamath) ss.

On this 18th day of September, 1991, personally appeared before me the above-named Michael L. Brant and acknowledged the above to be his voluntary act and deed.



Wendy Young  
Notary Public for Oregon

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record this 27th day of September, 1991 at 9:21 o'clock A.M. and recorded in Volume 11 91 on Page 19626 in the Official Records of Klamath County, Oregon. -- DEEDS.

AFTER RECORDING, RETURN TO:

MICHAEL L. BRANT  
ATTORNEY AT LAW  
325 MAIN STREET  
KLAMATH FALLS, OR 97601

EVELYN BIEHN, County Clerk

BY: Pauline Mussender  
Deputy

NOTICE OF DEFAULT AND FORFEITURE

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Fee \$38.00