

mtc 30106

NOTICE OF DEFAULT

PURSUANT TO OREGON REVISED STATUTES 92.905-93.940

TO: Armida Parra
1122 Omelveny Avenue and 4321 Greensprings Dr.
San Fernando, CA 91340 Klamath Falls, OR

John Parra
1122 Omelveny Avenue and 4321 Greensprings Dr.
San Fernando, CA 91340 Klamath Falls, OR

Person(s) in Possession
4321 Greensprings Dr.
Klamath Falls, OR

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) The name, address and telephone number of the seller and, if any, the seller's attorney giving the notice:

SELLER NAME

Old Standard Life Insurance Co.
c/o Western United Life Assurance Co.
P.O. Box 2162
Spokane, WA 99210

ATTORNEY'S NAME

Susan J. Robinson
Karr Tuttle Campbell
1201 Third Avenue
Suite 2900
Seattle, WA 98101-3028

- (b) Description of the Contract: Real Estate Contract dated July 20, 1978 executed by Clifford A. Honeycutt and Patricia Honeycutt, as seller, and John Parra, as purchaser, which Contract or memorandum thereof was recorded under Volume No. M78, page 23325 on October 18, 1978, records of Klamath County, Oregon. The vendor's interest in the real estate contract was subsequently assigned to Old Standard Life Insurance Company by assignment dated May 7, 1992 and recorded June 8, 1992 in Volume 92, page 12452 records of Klamath County, Oregon.

(c) Legal description of the property.

Lot 11 and the Westerly 20 feet of Lot 10, Block 6, LENOX ADDITION, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

(d) Description of each default under the Contract on which the notice is based:

1. Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below:

Monthly payments from January 23, 1993.

2. Other defaults:

non payment of real estate taxes for fiscal 1992-93 and city sewer lien, plus interest and penalties, if any

(e) Failure to cure all of the defaults listed in (g) and (h) on or before September 17 1993 will result in the forfeiture of the Contract.

(f) The forfeiture of the Contract will result in the following:

1. all right, title and interest in the property of the purchaser and of all persons claiming through the purchaser given this notice shall be terminated and no person shall have the right by statute or otherwise to redeem the property;
2. the purchaser's rights under the Contract shall be cancelled;
3. 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;
4. all improvements made to the property shall belong to the seller; and
5. the purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the

property and improvements to the seller 10 days after the declaration of forfeiture.

- (g) The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money the action(s) required to cure the default:

1. Monetary delinquencies:

4 payments @ \$200.00	\$2,500.00
advance for insurance	78.90

2. Action(s) required to cure any nonmonetary default:

written proof of payment of all delinquent taxes and sewer lien

- (h) The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
1. Cost of title report	\$150.00
2. Service/posting of Notice of Default (estimated)	0.00
3. Copying/postage	25.00
4. Attorney's fees	350.00
5. Long distance phone charges	10.00
6. Late charges	0.00
7. Recording fees (estimated)	60.00
8. _____	_____
TOTAL:	\$595.00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$3,173.90, plus the amount of any payments and late charges which fall due after the date of this Notice of Default and on or prior to the date the default is cured. Monies required to cure the default may be tendered to Susan J. Robinson at the following address:

Karr Tuttle Campbell
1201 Third Avenue
Suite 2900
Seattle, WA 98101-3028

EARLIER NOTICE SUSPENDED: This Notice of Default supersedes any Notice of Default which was previously given under this Contract and which deals with the same defaults.

As used herein, the singular includes the plural, and person includes corporation and other legal or commercial entity.

IN WITNESS THEREOF, the undersigned has executed this instrument this 14 day of June, 1993.

Susan Robinson
SUSAN J. ROBINSON

Personally appeared the above-named Susan J. Robinson and acknowledged the foregoing instrument to be her voluntary act and deed.



Eileen S. Pergamit Eileen S. Pergamit
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle
My appointment expires 5-20-96

AFFIDAVIT OF
NOTICE OF DEFAULT

RE: Real Estate Contract from

_____ Seller
to

_____ Purchaser

AFTER RECORDING RETURN TO

SUSAN J. ROBINSON esp
Karr Tuttle Campbell
1201 Third Ave., Suite 2900
Seattle, WA 98101

STATE OF OREGON)
) ss.
COUNTY OF Klamath)

I certify that the within instrument was received for record on the 15th day of June, 1993, at 11:22 o'clock A.M., and recorded in book/reel/volume No. M93 on page 3922 or as fee/file/instrument/microfilm/reception No. 63038 Record of ~~Deeds~~ of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By Pauline Muelin, Deputy

m/60008.010
p-notice

Fee \$25.00