

76621

02-23-94A10:52 RCVD

K-45838

Vol. m94 Page 5953

STATE OF OREGON

DECLARATION OF FORFEITURE

County of Klamath

) ss.
)

I, JAMES R. UERLINGS, being first duly sworn depose and say that I am the attorney for Michael B. Jager & Margaret H. Jager, husband and wife, and Clark J. Kenyon, a married man, Seller under a Contract between said parties as vendor, and Gilbert V. Nation, as Purchaser. Said Contract was recorded July 30, 1986, in Volume M86, page 13369, Deed Records, Klamath County, Oregon, covering the following described real property in Klamath County, Oregon:

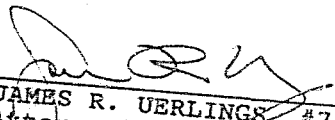
Lot 12, Block 11 of Tract 1122, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with all improvements on said real property presently existing or which may be hereafter added to said property.

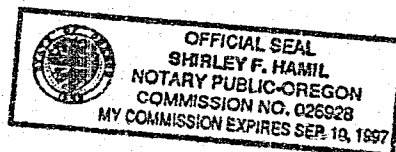
Sellers interest assigned to Michael B. Jager & Margaret H. Jager, as Trustees of the Jager Family Trust Agreement, dated 10-15-91, an estate in fee simple, as tenants by the entirety, as to an undivided 1/2 interest, and Clark J. Kenyon, an estate in fee simple, as to an undivided 1/2 interest, all as tenants in common.


A NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT was mailed by first class mail and certified mail, return receipt requested to Purchaser on November 24, 1993. Copies of said NOTICE AND PROOF OF MAILING of said NOTICE are attached hereto and incorporated by this reference.

The defaults of the Purchaser under the terms of the contract were not cured with the time period provided in ORS 93.915 and the contract has been forfeited.


JAMES R. UERLINGS #76030
Attorney for Seller

SUBSCRIBED AND SWORN to before me this 22 day of February, 1994.




NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-18-97

AFTER RECORDING RETURN TO:
James R. Uerlings
110 North Sixth Street
Klamath Falls, Oregon 97601

71784

K-45838

NOTICE OF DEFAULT AND OF PENDING FORFEITURE

Vol. m93 Page 31135

Reference is made to that certain contract for the sale of land by and between Michael B. Jager & Margaret H. Jager, husband & wife, & Clark J. Kenyon, a married man* and Gilbert V. Nation dated July 9, 1986, recorded July 30, 1986, in the real property records of Klamath County, Oregon, in book 1237/volume No. M86 at page 13369, covering the following described real property situated in the above-mentioned county and state, to-wit:

Lot 12 in Block 11 of Tract 1122, according to official plat there on file in the office of the County Clerk of Klamath County, Oregon.

*Sellers interest assigned to Michael B. Jager & Margaret H. Jager, as Trustees of the Jager Family Trust Agreement, dated 10-15-91, an estate in fee simple. as tenants by the entirety, as to an undivided 1/2 interest, and Clark J. Kenyon, an estate in fee simple, as to an undivided 1/2 interest, all as tenants in common.

There is a default by the purchaser, the purchaser's successor in interest, or other person owing an obligation, the performance of which is required by the contract, with respect to provisions therein which permit forfeiture in the event of default of such provisions. The default by virtue of which this forfeiture is declared is as follows (if the default is in the payment terms, set forth the sum(s) due):

- 1) Failure to make monthly payments of \$43 per month for 65 months for a total past due of \$2,795 through 10-20-93.
- 2) Real property taxes of \$1,133.72, plus interest of 9 3/4 per cent from date paid by seller (if so paid).

In order to cure Buyer must pay in full items 1 & 2 and all of seller's attorney fees & costs of foreclosure.

By reason of the default, the contract will be forfeited if the purchaser does not cure the default. The date after which the contract will be forfeited is February 18, 1994. This date affords the purchaser a period of time to cure the default which is not less than: (a) sixty days, if the purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price; (b) ninety days, if the purchaser has reduced the unpaid balance to an amount which is more than 50 percent but less than 75 percent of the purchase price; or (c) one hundred twenty days, if the purchaser has reduced the unpaid balance to an amount which is 50 percent or less of the purchase price.

NOTICE OF DEFAULT AND OF PENDING FORFEITURE

RE: Contract by and between Michael B. Jager, Margaret H. Jager & Clark J. Kenyon

Seller,

Gilbert V. Nation and

Buyer.

After recording return to (Name, Address, Zip):

James R. Uerlings
110 N. 6th Street
Klamath Falls, OR 97601

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____ Record of Real Property of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy

SPACE RESERVED
FOR
RECORDER'S USE

Notice hereby is given that the contract will be forfeited, and that an affidavit evidencing such forfeiture will be recorded in accordance with ORS 93.930 unless the default complained of is cured on or before the date specified.

This notice of default shall be served pursuant to ORCP 7D.(2) and 7D.(3), or by both first class and certified mail with return receipt requested, to the last-known address of the purchaser, occupant(s) of the property, and to any person who has caused to be correctly filed a duly acknowledged request for a copy of any notice of default, or to the legal representative of any of such persons. Notices served by mail are effective when mailed.

A copy of this notice, together with one or more affidavits of service or mailing thereof, reciting the dates of service or mailing and the name and address of each person to whom a copy of the notice was mailed or served, shall be recorded in the real property records of each county in which any part of the property is located, and such recording shall constitute constructive notice to all third persons of the pending forfeiture described herein. Should no declaration of forfeiture based upon the notice and affidavit be recorded within one year after the time for cure of the default, and should no extension of time for cure executed by the seller be recorded, this notice and its corresponding affidavit shall not be effective for any purpose, nor shall it impart any constructive or other notice to third persons acquiring an interest in the purchaser's interest in the contract or the property or any portion of either. Any extension of time for cure executed by the seller shall be recorded in the same manner as the original notice and its corresponding affidavit.

This notice shall conclusively be presumed to be adequate, and the statements contained herein correct, unless one or more recipients of this notice notifies the seller or the seller's attorney, by registered or certified mail, that such recipient claims the right to a longer period of time in which to cure the default.

Subject to the procedural requirements of the Oregon Rules of Civil Procedure, an action may be instituted to appoint a receiver or to obtain a temporary restraining order during forfeiture under the contract mentioned herein, except that a receiver shall not be appointed if the subject property is a single-family residence which is occupied at the time this notice is given, as the principal residence of the purchaser, the purchaser's spouse or the purchaser's minor dependent children.

In construing this notice, the singular includes the plural, the word "purchaser" includes any successor in interest to the purchaser as well as any other person owing an obligation, the performance of which is required by the contract, and the word "seller" includes the seller's successors in interest, if any.

IN WITNESS WHEREOF, the seller has executed this instrument; if a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Seller

Michael B. Jager, Trustee

Seller

Margaret H. Jager, Trustee

Seller

Clark J. Kenyon

DATED November 10, 1993

STATE OF NEVADA, County of Douglas ss.

This instrument was acknowledged before me on _____, 1993,

by Michael B. Jager and Margaret H. Jager as Trustees for the

~~THIS INSTRUMENT IS VOID AND OF NO EFFECT FOR ANY PURPOSES WHATSOEVER.~~

Jager Family Trust Agreement dated 10-15-91.

as _____

of _____



LYNETTE S. FLYNN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
MY APPOINTMENT EXPIRES MAR. 22, 1997

Lynette S. Flynn Notary Public for Nevada
My commission expires 3/22/97

5956
31137

Acknowledgement - Generic 5/1/92

STATE OF CALIFORNIA

COUNTY OF Orange

SS.

On November 16, 1993

before me,

Kathleen L. Spencer
(Notary Name and Title)

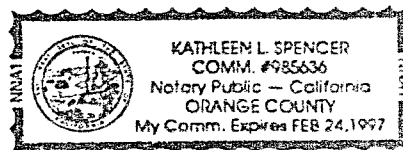
Notary Public

personally appeared Clark J. Kenyon

personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kathleen L. Spencer



(Notarial Seal)

STATE OF OREGON: COUNTY OF KLAMATH: SS.

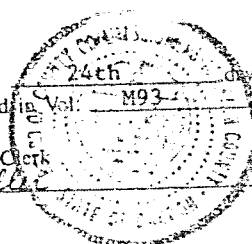
Filed for record at request of Klamath County Title Company the
of November A.D., 19 93 at 9:32 o'clock A M., and duly recorded in Vol. M93
of Mortgages on Page 31135

Evelyn Biehn County Clerk
By Annette Mueller

FEE \$20.00

INDEXED

☒ ☒ ☒



72100

12-01-93A09:54 RCVD

STEVEN'S NESS LAW PUBLISHING CO., PORTLAND

5957

AFFIDAVIT OF MAILING NOTICE OF PENDING FORFEITURE

Vol. 93 Page 31822

STATE OF OREGON, County of Klamath ss.

I, James R. Uerlings, being first duly sworn, depose,

say and certify that:

At all times hereinafter mentioned I was and now am a competent person over the age of eighteen years, and I am a seller desiring to enforce a forfeiture remedy pursuant to ORS 93.915, the details of which are more fully set forth in the attached Notice of Default and of Pending Forfeiture.

I gave notice of the pending forfeiture of the real property described in the attached Notice of Default and of Pending Forfeiture by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

NAME

ADDRESS

Gilbert V. Nation

3910 Cherokee Drive
Springfield, OR 97478

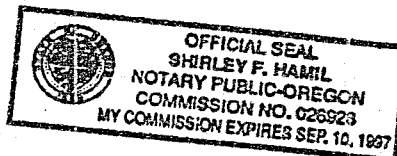
Heirs & devisees of Gilbert V. Nation

3910 Cherokee Drive
Springfield, OR 97478

These persons include (a) the purchaser, (b) any successor in interest to the purchaser whose interest appears of record or of whose interest I have actual notice, (c) any occupant of the property, and (d) any person requesting notice, as required by ORS 93.915(1)(c).*

Each of the notices so mailed was certified to be a true copy of the original Notice of Default and of Pending Forfeiture by Michael & Margaret Jager & Clark Kenyon as sellers; each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Klamath Falls, Oregon, on November 24, 1993. With respect to each person listed above, one such notice was mailed with postage thereon sufficient for first class delivery to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt and postage thereon in an amount sufficient to accomplish the same.

As used herein, the singular includes the plural, "seller" and "purchaser" include their successor in interest, if any, and "person" includes corporation and any other legal or commercial entity.



Subscribed and sworn to before me on 11-24, 1993.

Shirley F. Hamil

Notary Public for Oregon

My commission expires: 9-10-97

* More than one form of affidavit may be used when the parties are numerous or when the mailing is done on more than one date.
NOTE: A copy of the forfeiture notice (Stevens-Ness Form No. 1253 or equivalent) should be attached and recorded with this affidavit.

AFFIDAVIT OF MAILING NOTICE OF PENDING FORFEITURE

DE. Contract by and between

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Klamath County Title co

on this 23rd day of Feb A.D., 1994
at 10:52 o'clock A.M. and duly recorded
in Vol. M94 of Deeds Page 5953

Evelyn Biehn County Clerk

By Pauline Mullenbore

Fee, \$50.00

Deputy. Fee \$10.00

SPACE RESERVED
FOR
RECORDER'S USE

INDEXED

D ✓ /

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 1st day of Dec, 1993, at 9:54 o'clock A.M., and recorded in book/reel/volume No. M93 on page 31822 and/or as fee/tile/instrument/microfilm/reception No. 72100 Record of Real Property of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

By Pauline Mullenbore Deputy