

DECLARATION OF FORFEITURE

STATE OF OREGON

} ss.

County of Klamath

I, RICHARD S. FAIRCLO, being first duly sworn, depose and say:

That I am the attorney for MICHAEL B. JAGER, Seller under a Contract between MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and CLARK J. KENYON, a single man, as Seller and DUCK CHA LEE and PONG CHON LEE, husband and wife, husband and wife, as Purchaser. A memorandum of said contract was recorded August 14, 1981 in Volume M81, page 14542, Deed Records, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon:

Lot 33 in Block 1 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 real property.

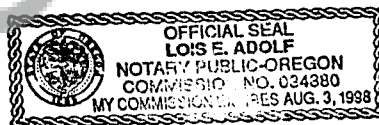
A NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT was mailed to Purchaser. Copies of said NOTICE AND PROOF OF MAILING of said NOTICE are attached hereto.

The defaults of the Purchaser under the terms of the contract ^{was} not cured within the time period provided in ORS 93.915 and the Contract has been forfeited.

Richard S. Fairclo
RICHARD FAIRCLO, OSB 75114

SUBSCRIBED AND SWORN to before me this 4th day of April, 1996.

Lois E. Adolf
Notary Public of Oregon
My Commission expires:



RICHARD FAIRCLO
ATTORNEY AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

96 APR -5 AM 10:47

NOTICE OF DEFAULT AND FORFEITURE
(Pursuant to ORS Sections 93.905 thru 93.945)

Seller under the Contract described below declares Purchaser is in default for the reasons set forth herein.

1. DESCRIPTION OF CONTRACT:

(A) PURCHASER: DUCK CHA LEE and PONG CHON LEE, husband and wife.

(B) SELLER: MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and CLARK J. KENYON, a single man.

(C) MEMORANDUM OF CONTRACT RECORDED: August 14, 1981, in Volume M81 page 14542, Deed Records of Klamath County, Oregon.

(D) AMOUNT AND TERMS OF CONTRACT:

The sum of Five Thousand Seven Hundred Fifty Dollars (\$5,750) on which \$575 was paid upon execution thereof; the Purchaser agreed to pay the remainder of said purchase price (to-wit: \$5,175.00) to the order of the Seller in monthly payments of not less than Fifty (\$50) per month each payable on the 30th of each month hereafter beginning July 30, 1981, and continuing until said purchase price is fully paid. The deferred balances of said purchase price bears interest at the rate of 9 percent per annum from July 30, 1981, until paid, interest to be paid monthly and being included in the minimum monthly payments above required.

(E) PROPERTY COVERED BY CONTRACT:

Lot 33 in Block 1 of Tract 1122, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

2. NATURE AND AMOUNT OF DEFAULT: Failure to pay:

(A) The regular monthly payments due December 23, 1992, and each and every month thereafter for a total of 35 months at \$50 or a total of \$1,750.00.

(B) Real property taxes for 1988-89, \$104; 1989-90 \$110.45; 1990-91, \$98.58; 1991-92, \$122.55; 1992-93 \$107.17, 1993-94, \$93.57, 1994-95, \$78.69, 1995-96 in amounts according to Klamath County tax records including penalties, filing fees

and the foreclosure costs, plus interest on all the above.
(Account No. 2607-1D-1500. Key No. 166386)

3. SUM OWING ON OBLIGATION: Principal balance of \$2,514.71 with interest at 9 percent per annum from November 23, 1992.
4. DATE AFTER WHICH CONTRACT FORFEITED IF DEFAULT NOT CURED:
Unless the default is cured as set forth in paragraph 5 of this Notice, after the Purchaser and all persons claiming through the Purchaser 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 Purchaser shall belong to and be retained by the Seller or other person 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(s) 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 providing such payment and tendering of performance is completed on or before March 30, 1996.

(The period specified shall be not less than 60 days, when the purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price, 90 days when 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 120 days when the purchaser has reduced the unpaid balance to an amount which is 50 percent or less of the purchase price.)

6. NAME AND ADDRESS OF SELLER'S ATTORNEY: Richard Fairclo,
Attorney at Law, 280 Main Street, Klamath Falls, OR 97601.

A copy of this Notice, together with an Affidavit of Mailing shall be recorded.

To be sent by both first class and certified mail with return receipt requested at the last known address or served pursuant to ORCP 7D (2) and 7D (3) to be sent to the purchaser, occupant of the property, any person who has filed of record the request for notice of default, and others shown in title report.


Richard Fairclo
Attorney for Seller

STATE OF OREGON

County of Klamath

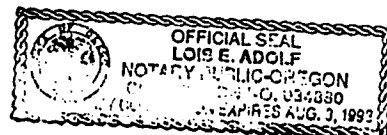
1
1 ss.
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The foregoing instrument was acknowledged before me this 20th day of November, 1995, by RICHARD FAIRCLO.


Notary Public for Oregon
My Commission expires:

Notice of Default
Page -2-

RICHARD FAIRCLO
ATTORNEY AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601



9603-C

PROOF OF MAILING NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT

STATE OF OREGON }
County of Klamath } ss.

I, RICHARD FAIRCLO, being first duly sworn, depose and say:

That I am the attorney for MICHAEL B. JAGER, Seller under a Contract between MICHAEL B. JAGER and MARGARET H. JAGER, husband and wife, and CLARK J. KENYON, a single man, as Sellers, and DUCK CHA LEE and PONG CHON LEE, Husband and Wife, as Purchasers. A memorandum of said contract was recorded August 14, 1981, in Vol. M81 page 14542, Deed Records, Klamath County, Oregon, covering the following-described real property:

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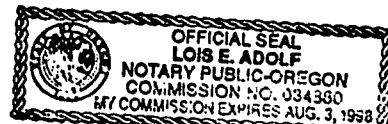
TOGETHER with all improvements on said real property presently existing or which may be hereafter added to said real property.

I hereby certify that I mailed, by first class mail and by certified mail, return receipt requested, a copy of NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT to the persons listed below, on the date and to the address indicated which was the last known address to the Seller, by placing said NOTICE in a sealed envelope, with postage fully paid thereon, and depositing the same in the United States Mail:

Date:	Person	Address:
11/20/95	Duck Lee	10130 Casaba Avenue Chatsworth CA 91311
11/20/95	Pong Chon Lee	10130 Casaba Avenue Chatsworth CA 91311

SUBSCRIBED AND SWORN to before me this 20th day of November, 1995.

Lois E. Adolf
Notary Public of Oregon
My Commission expires:



280 MAIN STREET
KLAMATH FALLS, OREGON 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Richard S Fairclo the 5th day
of April A.D., 1996 at 10:47 o'clock A.M. and duly recorded in Vol. M96
of Deeds on Page 9603
By Bernetha G. Letsch, County Clerk

FEE \$45.00