

17319

12484

Vol. 1796 Page

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: Terry L. Hager and Dessa L. Hager, Husband and Wife, also known as Terry L. Hager and Dessa L. Hager, Husband and Wife; and Donald W. Rice.

(B) SELLER: John M. Schoonover and Arba F. Schoonover.

(C) CONTRACT RECORDED: February 7, 1985, in Volume M85 page 2064, Deed Records of Klamath County, Oregon.

(D) AMOUNT AND TERMS OF CONTRACT:

Purchase price of \$105,000, of which \$5,000 was paid upon execution thereof, and the remainder of \$100,000 to be paid in annual payments of not less than \$10,750 each, additional payment of \$5,000 due on January 1, 1985. The balance of \$95,000 was to be paid in such installments of \$10,750 on January 1 of each year beginning with the year of 1986, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 7.2 percent per annum from January 1, 1985 until paid, interest to be paid annually and being included in the minimum monthly payments above required. The entire balance, both principal and interest, was to be paid on or before 15 years after the date of such contract.

(E) PROPERTY COVERED BY CONTRACT: See attached Exhibit "A"

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

(A) The regular annual installments due January 1, 1995, through January 1, 1996, in the amount of \$9,500 per installment.

(B) Real property taxes for the following accounts for the following sums, plus accruing interest.

R3612-02200-00300-000 008; R353030;	\$ 69.58
R3612-02200-00400-000 008; R353049;	69.61
R3612-02200-00500-000 008; R353058;	69.76
R3612-02700-00500-000 008; R358106;	70.84
R3612-02700-00700-000 008; R358124;	2.74
R3612-02700-00600-000 008; R358115;	77.49
R3612-02700-00800-000 008; R358133;	62.10
R3612-02800-00500-000 008; R353557;	235.04
R3612-02800-00600-000 008; R353511;	2.74

R3612-02800-00700-000 008; R353520; 62.10
R3612-02800-00800-000 008; R353539; 62.10
R3612-02800-00900-000 008; R353548; 62.10
R3612-02800-01300-000 008; R353456; 64.85
R3612-03300-00100-000 008; R354084; 145.25

3. SUM OWING ON OBLIGATION: Principal balance of \$67,646.66
with interest at 7.2 percent per annum from February 16, 1994.

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 on or before August 15, 1996.

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

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



Richard Fairclo
Attorney for Seller


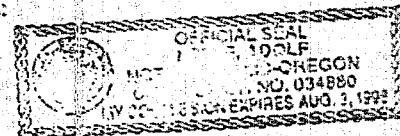
STATE OF OREGON

1
ss.

County of Klamath

1

On this 1 day of May, 1996, personally appeared before me the
above-named RICHARD FAIRCLO and acknowledged the above to be his voluntary act
and deed.


Notary Public for Oregon
My Commission expires:

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

EXHIBIT " 1 "
Page 2 of 7

04/08/1997

08:53

5418824437

RICHARD S FAIRCLO

PAGE 04

19919

12486

EXHIBIT A

The following described real property situate in Klamath County, Oregon.

Parcel 1: The S $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ Section 22 and the W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ Section 27, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 2: The S $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ Section 28, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 3: The N $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$ Section 33, Township 36 South, Range 12 East of the Willamette Meridian.

04/08/1997

08:53

5418824437

RICHARD S. FAIRCLO

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PAGE 05

12487

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 ARBA F. SCHOONOVER, Seller under a Contract between JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, as Sellers, and TERRY L. HAGAR and DESSA L. HAGAR, Husband and Wife, and DONALD W. RICE as Purchasers. A memorandum of said contract was recorded February 7, 1985, in Vol. M85, page 2064, Deed Records, Klamath County, Oregon, covering the following-described real property: "See Attached Exhibit "A."

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 the foregoing 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:
5/1/96	Terry L. Hagar, aka Terry L. Hager	P.O. Box 85 Beatty OR 97621
5/1/96	Dessa L. Hagar, aka Dessa L. Hager	P.O. Box 85 Beatty OR 97621
5/1/96	Robert T. Rice, P.R. of the Estate of Donald W. Rice	2232 Highway 70 Bonanza OR 97623
5/1/96	Donald R. Crane, Attorney for Estate of Donald W. Rice	635 Main Street Klamath Falls OR 97601
5/1/96	South Valley State Bank	5215 South Sixth Klamath Falls OR 97603
5/1/96	Highland Community F.C.U.	3737 Shasta Way Klamath Falls OR 97603
5/1/96	William J. Rajnus, Jr.	13383 Harpold Rd. Klamath Falls OR 97603

SUBSCRIBED AND SWORN to before me this 1 day of May, 1996.

Richard Fairclo
Notary Public of Oregon
My Commission expires:

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

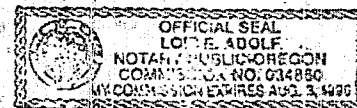


EXHIBIT "1"
Page 4 of 17

04/08/99

08:53

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RICHARD S FAIRCLO

PAGE 05

19921

12488

EXHIBIT *A*

The following described real property situate in Klamath County, Oregon.

Parcel 1: The S1/4NW1/4, W1/4SW1/4 Section 22 and the W1/4NW1/4 Section 27, Township 36 South, Range 12 East of the Willamette Meridian

PARCEL 2: The S1/4NE1/4, SE1/4 Section 28, Township 36 South, Range 12 East of the Willamette Meridian.

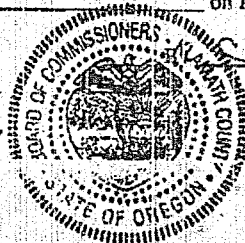
PARCEL 3: The W1/4NE1/4, N1/4SW1/4NE1/4, N1/4SE1/4NE1/4 Section 33, Township 36 South, Range 12 East of the Willamette Meridian.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Richard Fairclo the 2nd day
of May A.D. 19 96 at 9:37 o'clock AM. and duly recorded in Vol. M96
of Deeds on Page 12484

FEE \$30.00

INDEXED
D. ☒ L. ☒



Bernetha G. Letch, County Clerk

96318 J / K-18819

EXHIBIT " 1 "

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19922

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

This Notice amends original Notice recorded on May 2, 1996 at Vol. M96, page 12484 et seq. The original forfeiture proceedings were stayed due to Terry Lee Hager and Dessa Lea Hager's Bankruptcy Case No. 696-61643. The stay has been terminated pursuant to Court Order dated 11/20/96, a copy of which is attached hereto as Exhibit 1.

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

1. DESCRIPTION OF CONTRACT:

(A) PURCHASER: Terry L. Hager and Dessa L. Hager, Husband and Wife, also known as Terry L. Hager and Dessa L. Hager, Husband and Wife; and Donald W. Rice.

(B) SELLER: John M. Schoonover and Arba F. Schoonover.

(C) CONTRACT RECORDED: February 7, 1985, in Volume M85 page 2064, Deed Records of Klamath County, Oregon.

(D) AMOUNT AND TERMS OF CONTRACT:

Purchase price of \$105,000, of which \$5,000 was paid upon execution thereof, and the remainder of \$100,000 to be paid in annual payments of not less than \$10,750 each, additional payment of \$5,000 due on January 1, 1985. The balance of \$95,000 was to be paid in such installments of \$10,750 on January 1 of each year beginning with the year of 1986, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 7.2 percent per annum from January 1, 1985 until paid, interest to be paid annually and being included in the minimum monthly payments above required. The entire balance, both principal and interest, was to be paid on or before 15 years after the date of such contract.

(E) PROPERTY COVERED BY CONTRACT: See attached Exhibit "A"

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

(A) The regular annual installments due January 1, 1995, through January 1, 1996, in the amount of \$9,500 per installment.

(B) Real property taxes for the following accounts for the following sums, plus accruing interest:

R3612-02200-00300-000 008; R353030;	\$ 69.58
R3612-02200-00400-000 008; R353049;	69.61
R3612-02200-00500-000 008; R353058;	69.76
R3612-02700-00500-000 008; R358106;	70.84

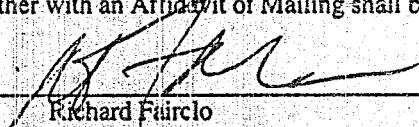
EXHIBIT "1"

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R3612-02700-00700-000 008; R358124;	2.74
R3612-02700-00600-000 008; R358115;	77.49
R3612-02700-00800-000 008; R358133;	62.10
R3612-02800-00500-000 008; R353557;	235.04
R3612-02800-00600-000 008; R353511;	2.74
R3612-02800-00700-000 008; R353520;	62.10
R3612-02800-00800-000 008; R353539;	62.10
R3612-02800-00900-000 008; R353548;	62.10
R3612-02800-01300-000 008; R353496;	64.85
R3612-03300-00100-000 008; R354084;	145.25

3. SUM OWING ON OBLIGATION: Principal balance of \$67,646.66 with interest at 7.2 percent per annum from February 16, 1994.
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 on or before December 23, 1996 (Amended date).
6. NAME AND ADDRESS OF SELLER'S ATTORNEY: Richard Fairclo, Attorney,
280 Main Street, Klamath Falls, OR 97601

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

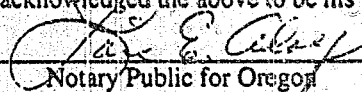

Richard Fairclo
Attorney for Seller

STATE OF OREGON

County of Klamath

]
]ss.
]

On this 21 day of November, 1996, personally appeared before me the above-named RICHARD FAIRCLO and acknowledged the above to be his voluntary act and deed.


Notary Public for Oregon
My Commission expires:

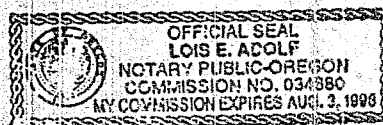


EXHIBIT " 1 "

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UNITED STATES BANKRUPTCY COURT
District of Oregon

In re

Terry Lee Hager
Dessa Lea Hager
Other names used by debtor(s):
Hager Cattle Co., TH Ranch,

Case No. 696-61643-aer11

NOTICE OF DISMISSAL

Debtor(s)

THE COURT HAVING FOUND THAT:

Based on the Court's finding that the debtors present Chapter 11 plan was probably not confirmable; there was no likelihood of reorganization within a reasonable time and dismissal was in the best interest of the creditors.

NOTICE IS GIVEN that:

1. This case was dismissed by court order on: 11/20/96.
2. By virtue of the court's order no further payments will be made to creditors by a trustee; the Bankruptcy Code provisions for an automatic stay of certain acts and proceedings against the debtor(s) and co-debtors and their property are no longer in effect; and creditors should now look directly to the debtor(s) for satisfaction of any balances owing upon their claims.
3. Any previously entered order directing chapter 13 payments to a trustee is terminated AND THE DEBTOR'S EMPLOYER (OR OTHER NAMED PARTY) SHOULD DISCONTINUE MAKING PAYMENTS TO THE TRUSTEE AND SHOULD HEREAFTER PAY ALL NET WAGES EARNED BY THE DEBTOR DIRECTLY TO THE DEBTOR.
4. Any unpaid filing fees are now due and owing. The court will not entertain a motion to set aside or reconsider the dismissal order, or reopen this case, unless all filing fees are paid in full.

Dated: 11/23/96

Clerk, U.S. Bankruptcy Court

EXHIBIT "1"
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NOV 25 REC'D

EXHIBIT A

The following described real property situate in Klamath County, Oregon.

Parcel 1: The S $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$, W $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{2}$ Section 22 and the W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ Section 27, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 2: The S $\frac{1}{2}$ NE $\frac{1}{2}$, SE $\frac{1}{2}$ Section 28, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 3: The N $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$ Section 33, Township 36 South, Range 12 East of the Willamette Meridian.

96318 J / K-48819

EXHIBIT " 1 "
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AMENDMENT TO NOTICE OF DEFAULT AND FORFEITURE
(Pursuant to ORS Sections 93.905 thru 93.945)

This Notice amends original Notice recorded on May 2, 1996 at Vol. M96, page 12484 et seq. The original forfeiture proceedings were stayed due to Terry Lee Hager and Dessa Lea Hager's Bankruptcy Case No. 696-61643. The stay has been terminated pursuant to Court Order dated 11/20/96, a copy of which is attached hereto as Exhibit 1.

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

1. DESCRIPTION OF CONTRACT:

DEC 12 1993

- (A) PURCHASER: Terry L. Hager and Dessa L. Hager, Husband and Wife, also known as Terry L. Hager and Dessa L. Hager, Husband and Wife; and Donald W. Rice.
- (B) SELLER: John M. Schoonover and Arba F. Schoonover.
- (C) CONTRACT RECORDED: February 7, 1985, in Volume M85 page 2064, Deed Records of Klamath County, Oregon.
- (D) AMOUNT AND TERMS OF CONTRACT:

Purchase price of \$105,000, of which \$5,000 was paid upon execution thereof, and the remainder of \$100,000 to be paid in annual payments of not less than \$10,750 each, additional payment of \$5,000 due on January 1, 1985. The balance of \$95,000 was to be paid in such installments of \$10,750 on January 1 of each year beginning with the year of 1986, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 7.2 percent per annum from January 1, 1985 until paid, interest to be paid annually and being included in the minimum monthly payments above required. The entire balance, both principal and interest, was to be paid on or before 15 years after the date of such contract.

- (E) PROPERTY COVERED BY CONTRACT: See attached Exhibit "A"

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

- (A) The regular annual installments due January 1, 1995, through January 1, 1996, in the amount of \$9,500 per installment.

- (B) Real property taxes for the following accounts for the following sums, plus accruing interest.

R3612-02200-00300-000 008; R353030;	\$ 69.58
R3612-02200-00400-000 008; R353049;	69.61
R3612-02200-00500-000 008; R353058;	69.76
R3612-02700-00500-000 008; R358106;	70.84

EXHIBIT "1"

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R3612-C JO-00700 000 008; R358124; 2.74
 R3612-02700-00600 000 008; R358115; 77.49
 R3612-02700-00800 000 008; R358133; 62.10
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 R3612-02800-01300 000 008; R353496; 64.85
 R3612-03300-00100 000 008; R354034; 145.25

3. SUM OWING ON OBLIGATION: Principal balance of \$67,646.66
with interest at 7.2 percent per annum from February 16, 1994.

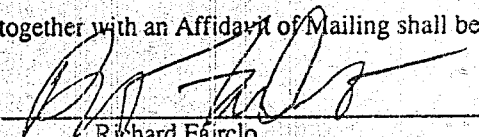
4. DATE AFTER WHICH CONTRACT FORFEITED IF DEFAULT NOT CURED:

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

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

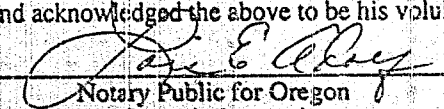

 Richard Fairclo
 Attorney for Seller

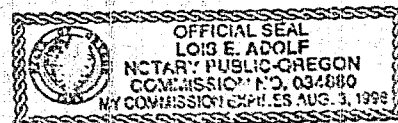
STATE OF OREGON

County of Klamath

)
 ss.

On this 4th day of December, 1996, personally appeared before me the above named RICHARD FAIRCLO and acknowledged the above to be his voluntary act and deed.


 Notary Public for Oregon
 My Commission expires:



RICHARD FAIRCLO
 ATTORNEY AT LAW
 280 MAIN STREET
 KLAMATH FALLS OR 97601

EXHIBIT " 1 "

Page 11 of 17

UNITED STATES BANKRUPTCY COURT
District of Oregon

199/28

In re

Terry Lee Hager

Dessa Lea Hager

Other names used by debtor(s):

Hager Cattle Co., TH Ranch,

Debtor(s)

Case No. 696-61643-aer11

NOTICE OF DISMISSAL

THE COURT HAVING FOUND THAT:

Based on the Court's finding that the debtors present Chapter 11 plan was probably not confirmable; there was no likelihood of reorganization within a reasonable time and dismissal was in the best interest of the creditors.

NOTICE IS GIVEN that:

1. This case was dismissed by court order on: 11/20/96.
2. By virtue of the court's order no further payments will be made to creditors by a trustee; the Bankruptcy Code provisions for an automatic stay of certain acts and proceedings against the debtor(s) and co-debtors and their property are no longer in effect; and creditors should now look directly to the debtor(s) for satisfaction of any balances owing upon their claims.
3. Any previously entered order directing chapter 13 payments to a trustee is terminated AND THE DEBTOR'S EMPLOYER (OR OTHER NAMED PARTY) SHOULD DISCONTINUE MAKING PAYMENTS TO THE TRUSTEE AND SHOULD HEREAFTER PAY ALL NET WAGES EARNED BY THE DEBTOR DIRECTLY TO THE DEBTOR.
4. Any unpaid filing fees are now due and owing. The court will not entertain a motion to set aside or reconsider the dismissal order, or reopen this case, unless all filing fees are paid in full.

Dated: 11/23/96

Clerk, U.S. Bankruptcy Court

EXHIBIT " 1 "
Page 12 of 17

NOV 25 REC'D

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

19930

This Notice amends original Notice recorded on May 2, 1996 at Vol. M96, page 12484 et seq. The original forfeiture proceedings were stayed due to Terry Lee Hager and Dessa Lea Hager's Bankruptcy Case No. 695-66539-aer11. The stay has been terminated pursuant to Court Order dated February 21, 1997, effective nunc pro tunc 2/12/97, a copy of which is attached hereto as Exhibit 1.

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

1. DESCRIPTION OF CONTRACT:

(A) PURCHASER: Terry L. Hager and Dessa L. Hager, Husband and Wife, also known as Terry L. Hager and Dessa L. Hager, Husband and Wife; and Donald W. Rice.

(B) SELLER: John M. Schoonover and Arba F. Schoonover.

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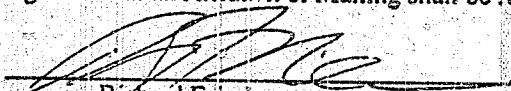
RICHARD FAIRCLO
ATTORNEY AT LAW
280 MAIN STREET
KLAMATH FALLS OR 97601

EXHIBIT "1"
Page 14 of 17

R3612-00-00500-000 008; R358106; 70.
 R3612-02700-00700-000 008; R358124; 2.74
 R3612-02700-00600-000 008; R358115; 77.49
 R3612-02700-00800-000 008; R358133; 62.10
 R3612-02800-00500-000 008; R353557; 235.04
 R3612-02800-00600-000 008; R353511; 2.74
 R3612-02800-00700-000 008; R353520; 62.10
 R3612-02800-00800-000 008; R353539; 62.10
 R3612-02800-00900-000 008; R353548; 62.10
 R3612-02800-01300-000 008; R353496; 64.85
 R3612-03300-00100-000 008; R354084; 145.25
 Plus any other accrued taxes to date.

3. SUM OWING ON OBLIGATION: Principal balance of \$67,646.66 with interest at 7.2 percent per annum from February 16, 1994.
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 on or before March 20, 1997 (Amended date).
6. NAME AND ADDRESS OF SELLER'S ATTORNEY: Richard Fairclo, Attorney,
280 Main Street, Klamath Falls, OR 97601

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

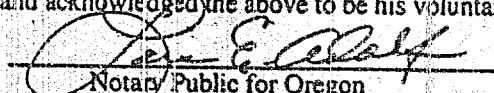

 Richard Fairclo
 Attorney for Seller

STATE OF OREGON

County of Klamath

]
] ss.
]

On this 26th day of February, 1997, personally appeared before me the above-named RICHARD FAIRCLO and acknowledged the above to be his voluntary act and deed.


 Notary Public for Oregon
 My Commission expires:

RICHARD FAIRCLO
 ATTORNEY AT LAW
 280 MAIN STREET
 KLAMATH FALLS OR 97601

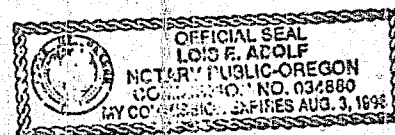


EXHIBIT "1"
 Page 15 of 17

19932

CLERK, U.S. BANKRUPTCY COURT
DISTRICT OF OREGON

FEB 21 1997

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF OREGONLODGED FILED
PAID DOCKETED

In re

TERRY LEE HAGER and
DESSA LEA HAGER,

Debtors.

Case No. 696-66539-aer11

ORDER DISMISSING CASE;
PROHIBITING REFILEING
UNDER CHAPTERS 11, 12 OR
13 PRIOR TO AUGUST 12, 1997

After a hearing in Klamath Falls, Oregon on February 12, 1997 and based upon Findings of Fact and Conclusions of Law stated orally and recorded in open court following the close of the evidence in accordance with F.R. Civ. P. 52(a) and F.R. Bankr. P. 7052 and 9014,

IT IS ORDERED that:

1. This case is dismissed;
2. The debtors are prohibited from filing a case under chapters 11, 12 or 13 of the Bankruptcy Code prior to August 12, 1997; and
3. This order is effective nunc pro tunc February 12, 1997.

Albert E. Radcliffe
Albert E. Radcliffe
Bankruptcy Judge

Presented by:

Paul J. Garrick
Paul J. Garrick, OSB #82475
Office of U.S. Trustee
211 E. 7th Ave., Room 285
Eugene, OR 97401
Telephone: (541) 465-6330

cc: debtors; K. Boyd; A. Brandsness; P. Garrick

Page 1 - ORDER DISMISSING CASE; PROHIBITING REFILEING UNDER CHAPTER
11, 12, OR 13 PRIOR TO AUGUST 12, 1997

FEB 24 1997

EXHIBIT "1" 21
Page 16 of 17

EXHIBIT A

The following described real property situate in Klamath County, Oregon.

Parcel 1: The S1/4NW1/4, W1/4SW1/4 Section 22 and the W1/4NW1/4 Section 27, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 2: The S1/4NE1/4, SE1/4 Section 28, Township 36 South, Range 12 East of the Willamette Meridian.

PARCEL 3: The N1/4NE1/4, N1/4SW1/4, N1/4SE1/4 Section 33, Township 36 South, Range 12 East of the Willamette Meridian.

96310 J / K-46819

EXHIBIT " 1 "

Page 17 of 17

PROOF OF MAILING NOTICE OF DEFAULT
AND FORFEITURE OF CONTRACT

STATE OF OREGON)
) ss.
County of Klamath)

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

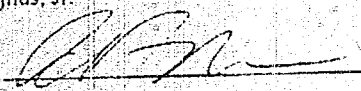
That I am the attorney for ARBA F. SCHOONOVER, Seller under a Contract between JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, as Sellers, and TERRY L. HAGAR and DESSA L. HAGAR, Husband and Wife, and DONALD W. RICE as Purchasers. A memorandum of said contract was recorded February 7, 1985, in Vol. M85, page 2064, Deed Records, Klamath County, Oregon, covering the following-described real property: See Attached Exhibit "A."

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

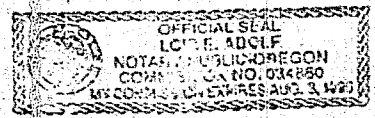
I hereby certify that I mailed, by first class mail and by certified mail, return receipt requested, a copy of the foregoing NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT to the persons listed below, on the date and to the address indicated which was the last known address to the Seller, by placing said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

Date:	Person	Address:
5/1/96	Terry L. Hagar, aka Terry L. Hager	P.O. Box 85 Beatty OR 97621
5/1/96	Dessa L. Hagar, aka Dessa L. Hager	P.O. Box 85 Beatty OR 97621
5/1/96	Robert T. Rice, P.R. of the Estate of Donald W. Rice	2327 Highway 70 Bonanza OR 97623
5/1/96	Donald R. Crane, Attorney for Estate of Donald W. Rice	625 Main Street Klamath Falls OR 97601
5/1/96	South Valley State Bank	3215 South Sixth Klamath Falls OR 97603
5/1/96	Highland Community F.C.U.	737 Shasta Way Klamath Falls OR 97603
5/1/96	William J. Rajnus, Jr.	13383 Harpold Rd. Klamath Falls OR 97603

SUBSCRIBED AND SWORN to before me this 1 day of May, 1996.


Notary Public of Oregon
My Commission expires _____

RICHARD FAIRCLO
ATTORNEY AT LAW
1200 MAIN STREET
KLAMATH FALLS, OREGON 97601



PROOF OF MAILING AMENDED NOTICE OF DEFAULT
AND FORFEITURE OF CONTRACT

STATE OF OREGON

} ss.

County of Klamath

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

That I am the attorney for ARBA F. SCHOONOVER, Seller under a Contract between JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, as Sellers, and TERRY L. HAGAR and DESSA L. HAGAR, Husband and Wife, and DONALD W. RICE as Purchasers. A memorandum of said contract was recorded February 7, 1985, in Vol. M85, page 2064, Deed Records, Klamath County, Oregon, covering the following-described real property: See Attached Exhibit "A."

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 the foregoing AMENDED 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:
12/5/96	Terry L. Hagar, aka Terry L. Hager	P.O. Box 85 Beatty OR 97621
12/5/96	Dessa L. Hagar, aka Dessa L. Hager	P.O. Box 85 Beatty OR 97621
12/5/96	Robert T. Rice, P.R. of the Estate of Donald W. Rice	22327 Highway 70 Bonanza OR 97623
12/5/96	Donald R. Crane, Attorney for Estate of Donald W. Rice	635 Main Street Klamath Falls OR 97601
12/5/96	South Valley State Bank.	5215 South Sixth Klamath Falls OR 97603
12/5/96	Highland Community F.C.U.	3737 Shasta Way Klamath Falls OR 97603
12/5/96	William J. Rajnus, Jr.	13383 Harpold Rd. Klamath Falls OR 97603

SUBSCRIBED AND SWORN to before me this 5th day of December, 1996.13/
Notary Public of Oregon
My Commission expires:EXHIBIT "2"
Page 2 of 6

19936

PROOF OF MAILING AMENDED NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT

STATE OF OREGON

} ss.

County of Klamath

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

That I am the attorney for ARBA F. SCHOONOVER, Seller under a Contract between JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, as Sellers, and TERRY L. HAGAR and DESSA L. HAGAR, Husband and Wife, and DONALD W. RICE as Purchasers. A memorandum of said contract was recorded February 7, 1985, in Vol. M85, page 2064, Deed Records, Klamath County, Oregon, covering the following-described real property: See Attached Exhibit "A."

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 the foregoing AMENDED 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
2/26/97	Terry L. Hagar, aka Terry L. Hager	P.O. Box 85 Beatty OR 97621
2/26/97	Dessa L. Hagar, aka Dessa L. Hager	P.O. Box 85 Beatty OR 97621
2/26/97	Robert T. Rice, P.R. of the Estate of Donald W. Rice	22327 Highway 70 Bonanza OR 97623
2/26/97	Donald E. Crane, Attorney for Estate of Donald W. Rice	P.O. Box 5261 Klamath Falls OR 97601
2/26/97	South Valley State Bank	5215 South Sixth Klamath Falls OR 97603
2/26/97	Highland Community F.C.U.	3737 Shasta Way Klamath Falls OR 97603
2/26/97	William J. Rajnus, Jr.	13383 Harpold Rd. Klamath Falls OR 97603

SUBSCRIBED AND SWORN to before me this 26 day of February, 1997

Notary Public of Oregon
My Commission expires:

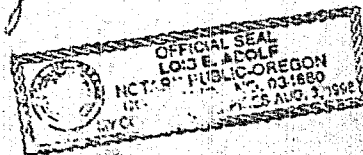


EXHIBIT "A"
Page 3 of 6

01/06/1997 08:53

5418924437

RICHARD S FAIRCLO

19937

PAGE 10

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

TERRY L. HAGER
AKA TERRY L. HAGER
P.O. BOX #5
HEATY OR 97621

4. Article Number

POL5 982 526

Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

6. Signature - Addressee

X *Terry L. Hager*

6. Signature - Agent

X

7. Date of Delivery

2.22.97

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

South Valley State Bank
5215 South Sixth
Klamath Falls OR 97603

4. Article Number

POL5 982 528

Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

6. Signature - Addressee

X *Charles M. Kernock*

6. Signature - Agent

X

7. Date of Delivery

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address (Extra charge) 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:

Dessa L. Hager, aka
Dessa L. Hager
P.O. BOX #5
Beatty OR 97621

4. Article Number

POL5 982 527

Type of Service:

- ☐ Registered ☐ Insured
☒ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

Always obtain signature of addressee or agent and DATE DELIVERED.

6. Signature - Addressee

X *Dessa L. Hager*

6. Signature - Agent

X

7. Date of Delivery

2.22.97

8. Addressee's Address (ONLY if requested and fee paid)

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

EXHIBIT "2"

Page 4 of 6

3 and 4.

Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to: William J. Rajnus, Jr. 13383 Harpold Road Klamath Falls OR 97603		4. Article Number P065 982 531	
5. Signature - Addressee X <i>William J. Rajnus, Jr.</i>		Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
6. Signature - Agent X		Always obtain signature of addressee or agent and DATE DELIVERED.	
7. Date of Delivery 3-3-97		8. Addressee's Address (ONLY if requested and fee paid)	

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to: Robert T. Rice, P.R. of the Estate of Donald W. Rice 22327 Highway 70 Bend OR 97623		4. Article Number P065 982 529	
5. Signature - Addressee X <i>Robert T. Rice</i>		Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
6. Signature - Agent X		Always obtain signature of addressee or agent and DATE DELIVERED.	
7. Date of Delivery 2-28-97		8. Addressee's Address (ONLY if requested and fee paid)	

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check boxes for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to: Highland Community F.C.U. 3737 Snasta Way Klamath Falls OR 97603		4. Article Number P065 982-530	
5. Signature - Addressee X <i>W. J. Rajnus</i>		Type of Service: <input checked="" type="checkbox"/> Registered <input type="checkbox"/> Insured <input type="checkbox"/> Certified <input type="checkbox"/> COD <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise	
6. Signature - Agent X		Always obtain signature of addressee or agent and DATE DELIVERED.	
7. Date of Delivery 2-27-97		8. Addressee's Address (ONLY if requested and fee paid)	

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

EXHIBIT "2"
Page 5 of 6

Street 5418824437

4-2-97 8:47am RICHARD S FAIRCHILD

19939

SENDER: Complete Items 1 and 2 when additional services are desired, and complete Items 3 and 4.
Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return address will provide you the name of the person delivered to and the date of delivery. For additional services requested, check the appropriate box. Consult postmaster for fees and check boxes for additional services requested.
☐ Show to whom delivered, date, and addressee's address. 2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
Donald R. Crane, Attorney
for Estate of Donald W. Rice
P.O. Box 5261
Klamath Falls OR 97601

4. Signature - Addressee
X
5. Signature - Agent
X
6. Date of Delivery
7. Article Number 065982525

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ CDS
☐ Express Mail ☐ Return Receipt for Merchandise

Alfred and Betty DEVER
Addressed to addressee (ONLY if registered and post paid)

KLAMATH FALLS, OREGON
JUN 1 1997
USPS

DOMESTIC RETURN RECEIPT

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of _____ Klamath County Title Co.
of _____ 97 at 10:35 o'clock A.M. and
June on Page _____
Deeds By Berntha G. Klamath

FCV By: 409 Pine Street

04/28/1987 08:53 5418824437

4-8-97

8:47AM

RICHARD S FAIRCHILD

54188244374

5418828819:H12

PAGE 12

19939

SENDER: Complete items 1 and 2 when additional services are desired, and complete items 3 and 4.
 Put your address in the "RETURN TO" Space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.

1. ☐ Show to whom delivered, date, and addressee's address. (Extra charge)

2. ☐ Restricted Delivery (Extra charge)

3. Article Addressed to:
 Donald R. Crare, Attorney
 for Estate of Donald W. Rice
 P.O. Box 5261
 Klamath Falls OR 97601

4. Article Number
 065982525

Type of Service:
☐ Registered ☐ Insured
☐ Certified ☐ COD
☐ Express Mail ☐ Return Receipt for Merchandise

5. Signature - Addressee
 X

6. Signature - Agent
 X *[Signature]*

7. Date of Delivery

8. Signature of addressee
 and DATE DELIVERED.

9. Addressee's Address (ONLY if received and fee paid)

PS Form 3811, Apr. 1989

DOMESTIC RETURN RECEIPT

EXHIBIT "2"
 Page 6 of 6

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 26th day of June A.D., 1997 at 10:35 o'clock A M., and duly recorded in Vol. 897 on Page 19916

of Deeds By Bernetha G. Letch, County Clerk

FEE \$125.00