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**BALL JANIK LLP**

A T T O R N E Y S

101 SOUTHWEST MAIN STREET, SUITE 1100  
PORTLAND, OREGON 97204-3219

www.balljanik.com

TELEPHONE 503-228-2525

FACSIMILE 503-295-1058

JEFFREY C. GARDNER, SPECIAL COUNSEL  
ADMITTED IN OREGON AND WASHINGTON

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State of Oregon, County of Klamath

Recorded 01/03/2002 3:18 p. m.

Vol M02, Pg 488-490

Linda Smith, County Clerk

Fee \$ 31.00 # of Pgs 3

January 2, 2002

## AMENDED NOTICE OF DEFAULT (FORFEITURE)

**BY CERTIFIED MAIL NO. Z 174 900 419  
RETURN RECEIPT REQUESTED  
AND BY FIRST CLASS MAIL**

Dale R. Hill, DVM  
Nancy A. Hill  
6360 South 6<sup>th</sup> Street  
Klamath Falls, Oregon 97603-7110

**BY CERTIFIED MAIL NO. Z 174 900 417  
RETURN RECEIPT REQUESTED  
AND BY FIRST CLASS MAIL**

Occupants or Parties in Possession  
6360 South 6<sup>th</sup> Street  
Klamath Falls, Oregon 97603-7110

Re: Real Estate Contract dated January 1, 1994, and corresponding Memorandum of Contract of Sale recorded January 4, 1994, in Volume M94, Page 352, Microfilm Records of Klamath County, Oregon between Jeffrey M Brant and Kris K. Brant, husband and wife, as Sellers/Vendors (the "Sellers") and Dale R. Hill and Nancy A. Hill, husband and wife, as Purchasers/Vendees.

Dear Mr. Hill, Ms. Hill, and Occupants or Parties in Possession:

I represent Jeffrey M. Brant and Kris K. Brant, the Sellers under the referenced Real Estate Contract (the "Contract"), for property and improvements (land, with all of its appurtenances and all improvements, fixtures and equipment thereon) located at 6360 South 6<sup>th</sup> Street, Klamath Falls, Oregon 97603-7110, and more fully described as follows (the "Property"):

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A parcel of land situated in the NE ¼ SW ¼ of Section 1, Township 39 South, Range 9 East, Willamette Meridian, more particularly described as follows:

Beginning at a point which bears North 0 degrees 51' West 462.3 feet, North 89 degrees 06' East 262.2 feet, and South 46 degrees 09' East 198.4 feet from the Southwest corner of said NE ¼ SW ¼; thence continuing South 46 degrees 09' East a distance of 106.0 feet to the TRUE POINT OF BEGINNING of this description; thence continuing South 46 degrees 09' East a distance of 124.0 feet to a 5/8 inch iron pin; thence North 43 degrees 51' East a distance of 384.0 feet to the Southerly right-of-way line of the Klamath Falls-Lakeview Highway, 30 feet Southwesterly at right angles from its center-line; thence North 46 degrees 09' West, along said right-of-way line, a distance of 124.0 feet to a ½ inch iron pin; thence South 43 degrees 51' West a distance of 384.0 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion thereof conveyed to STATE OF OREGON, by and through its Department of Transportation, Highway Division, by deed recorded in Volume M-73, Page 15379, Microfilm Records of Klamath County, Oregon.

The Contract is in default because (i) monthly payments due pursuant to Section 1(c) of the Contract have not been paid when due, (ii) on information and belief you have failed to pay the full amount of 2001-2002 real property taxes due in the amount of \$3,130.35 (Klamath County Tax Account No. 3909-001CA-01700-000), (iii) on information and belief you have failed to pay the full amount of 2001-2002 personal property taxes due in the amount of \$358.07, plus interest (Klamath County Tax Account No. P-065573), and (iv) because you have failed to repay the entire \$70,129.60 principal balance (the "Contract Balance") due under the Contract<sup>1</sup>, together with accrued and unpaid interest, pursuant to the demand letter the Sellers sent to you on November 29, 2001. Interest continues to accrue on the Contract Balance at 7.50% per annum from and after December 11, 2001. In order to protect your interest in the Property, if you have any, you must pursuant to the provisions of Oregon Revised Statute 93.915(3)(c) cure all defaults under the Contract on or before 5:00 p.m. on April 11, 2002 by doing all of the following:

1. Paying to the Sellers, in care of the undersigned, in immediately available funds, by April 11, 2002, the sum of the following amounts:

(a) Contract Balance:	\$70,129.60 in principal plus accrued interest thereon and interest accruing
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<sup>1</sup> The amount due under the Contract as noted herein does not include (i) accrued and unpaid interest due under the Contract, or (ii) costs, expenses and reasonable attorneys' fees incurred by the Sellers in the collection of the amounts due under the Contract and all as allowed under the express provisions of the Contract.

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at 7.50% per annum, together with Sellers costs, expenses and reasonable attorneys' fees; plus

(b) Real Property Taxes: \$3,130.35,  
plus penalties and interest; plus

(c) Personal Property Taxes: \$358.07,  
plus penalties and interest.

2. Paying to this office in immediately available funds, by April 11, 2002, the sum of \$1,585, consisting of \$1,310 for Sellers' attorneys' fees, plus \$75 for costs and \$200 for a foreclosure guarantee.

Payment of the amounts above must be in immediately available funds (i.e., bank cashier's check or wire transfer) payable to "Jeffrey M. Brant and Kris K. Brant" and must be sent to me for delivery not later than April 11, 2002 at the following address:

Jeff Gardner  
Ball Janik LLP  
101 S.W. Main St., Suite 1100  
Portland, OR 97204-3219

Please be advised that any partial payment of the amounts specified above shall only reduce the total balance owing hereunder, but shall in no way suspend or delay the date of forfeiture specified in this notice or result in any waiver or diminishment of Sellers' rights or remedies or estoppel thereof.

**Pursuant to the provisions of Oregon Revised Statutes 93.905 through 93.940, if you fail to cure the above all of the defaults detailed above by April 11, 2002, the Contract will be forfeited after such date automatically and without further notice to you of any kind, and you will lose all right, title, and interest, if any, in and to the Property.**

This notice is being deposited in both first-class and certified mail with return receipt requested on December 12, 2001.

Very truly yours,



Jeffrey C. Gardner

JCG: dms