

RE: Contract by and between  
Radius Holdings, LLC  
Post Office Box 25121  
Portland, OR 97298  
As Seller

State of Oregon, County of Klamath  
Recorded 03/01/2002 9:51 a. m.  
Vol M02, Pg 12335 - 12338  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

and

Kelly L. Newman  
Jolene D. Newman  
1057 SW 179<sup>th</sup> Avenue  
Aloha, OR 97006  
As Buyer

After recording, return to:  
Radius Holdings, LLC  
Post Office Box 25121  
Portland, OR 97298

## AFFIDAVIT OF FORFEITURE

STATE OF OREGON, County of Klamath )ss

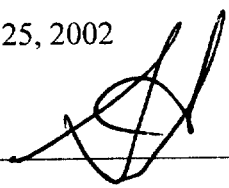
I, Stephen Seal, Organizer, Radius Holdings, LLC, an Oregon Limited Liability Company, being first duly sworn, depose, say and certify that: Radius Holdings, LLC, as seller, and Kelly L. Newman and Jolene D. Newman, as purchaser made and entered into a contract for the sale of land, which contract was dated March 13, 2001, and was recorded on December 21, 2001, in the real property records of Klamath County, Oregon, in book M01, at page 65270, covering the following described real property situated in the above mentioned county and state, to wit:

Block 32, Lot 16, of the 4<sup>th</sup> Addition to Nimrod River Park.

Aka: 36 10 11B 1200

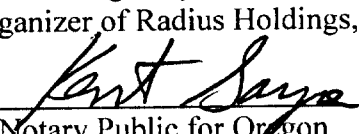
There was a default by the purchaser, the purchaser's successor in interest, or other person owing an obligation, the performance of which was required by the contract, with respect to provisions therein permitting forfeiture in the event of default of such provisions. The default of the purchaser under the terms of the contract was not cured within the time period provided by law. The contract has been and hereby is declared forfeited. The Seller gave notice to the Purchaser as required by law. A copy of the notice and proof of mailing of the same is attached hereto.

Dated February 25, 2002

  
Stephen Seal

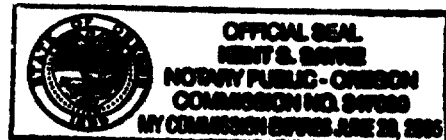
Personally appeared before me the above named Stephen Seal, Organizer, Radius Holdings, LLC, and acknowledged the foregoing instrument to be a voluntary act and deed.

STATE OF OREGON, County of Washington  
This instrument was acknowledged by me on February 25, 2002  
By Stephen Seal, as Organizer of Radius Holdings, LLC

  
Notary Public for Oregon

My commission expires

6/20/2005



12336

RE: Contract by and between  
Radius Holdings, LLC  
Post Office Box 25121  
Portland, OR 97298  
As Seller

State of Oregon, County of Klamath  
Recorded 01/02/2002 4:17a. m.  
Vol M02, Pg 09-10  
Linda Smith, County Clerk  
Fee \$ 26<sup>00</sup> # of Pgs 2

and

Kelly L. Newman  
Jolene D. Newman  
1057 SW 179<sup>th</sup> Avenue  
Aloha, OR 97006  
As Buyer

After recording, return to:  
Radius Holdings, LLC  
Post Office Box 25121  
Portland, OR 97298

## NOTICE OF DEFAULT AND OF PENDING FORFEITURE

Reference is made to that certain contract for the sale of land by and between Radius Holdings, LLC, an Oregon Limited Liability Company, as the seller, and Kelly L. Newman and Jolene D. Newman, as the purchaser, dated March 13, 2001, recorded December 21, 2001, in the Records of Klamath County, Oregon, in book No. M01 at page 65270 covering the following described real property situated in the above mentioned county and state, to-wit:

Block 32, Lot 16, of the 4<sup>th</sup> Addition to Nimrod River Park.

AKA: 36 10 11B 1200

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 in as follows (if the default is in the payment terms, set forth the sum(s) due):

The principal and interest payment due 6/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 6/1/01 payment, in the amount of \$25.00 has not been paid.  
The principal and interest payment due 7/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 7/1/01 payment, in the amount of \$25.00 has not been paid.  
The principal and interest payment due 8/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 8/1/01 payment, in the amount of \$25.00 has not been paid.  
The principal and interest payment due 9/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 9/1/01 payment, in the amount of \$25.00 has not been paid.  
The principal and interest payment due 10/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 10/1/01 payment, in the amount of \$25.00 has not been paid.  
The principal and interest payment due 11/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 11/1/01 payment, in the amount of \$25.00 has not been paid.  
The principal and interest payment due 12/1/01 in the amount of \$100.00 has not been paid.  
The late fee for the 12/1/01 payment, in the amount of \$25.00 has not been paid.

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 24, 2002. 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.

12337

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 7 D. (2) and 7 D. (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, and 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 any successor in interest to the seller.

In witness whereof, the seller has executed this instrument. If seller is 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.

Dated December 18, 2001

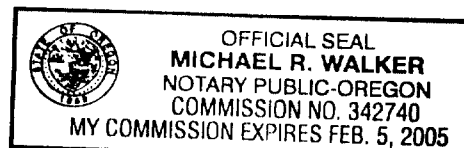
  
Stephen Seal

Personally appeared before me the above named Stephen Seal, Organizer, Radius Holdings, LLC, and acknowledged the foregoing instrument to be a voluntary act and deed.

STATE OF OREGON, County of MULTNOMAH  
This instrument was acknowledged by me on 12/17/01  
By Stephen Seal, as Organizer of Radius Holdings, LLC

  
Notary Public for Oregon

My commission expires 2/5/05



RE: Contract by and between  
Radius Holdings, LLC  
Post Office Box 25121  
Portland, OR 97298  
As Seller

and

Kelly L. Newman  
Jolene D. Newman  
1057 SW 179<sup>th</sup> Avenue  
Aloha, OR 97006  
As Buyer

After recording, return to:  
Radius Holdings, LLC  
Post Office Box 25121  
Portland, OR 97298

This space reserved for recorder's use	
12338	
Vol <u>M02</u>	Page <u>11</u>
State of Oregon, County of Klamath	
Recorded 01/02/2002 <u>9:18 a.</u> m.	
Vol M02, Pg <u>11</u>	
Linda Smith, County Clerk	
Fee \$ <u>21.00</u> # of Pgs <u>1</u>	

## AFFIDAVIT OF MAILING NOTICE OF PENDING FORFEITURE

STATE OF OREGON, COUNTY OF MULTNOMAH ) ss.

I, Stephen Seal, 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. 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.

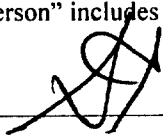
I gave notice of the pending forfeiture of the real property described in the attached Notice of Default and of Pending Forfeiture by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where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

NAME	ADDRESS
Kelly L. Newman	1057 SW 179 <sup>th</sup> Avenue
Jolene D. Newman	Aloha, OR 97006

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).

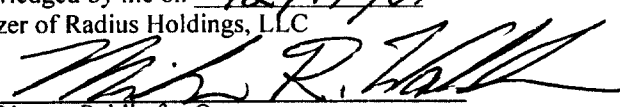
Each of the notices so mailed was certified to be a true copy of the original Notice of Default and of Pending Forfeiture by Stephen Seal. Each such copy was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the united states post office at Portland, Oregon on December 18, 2001. 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, with postage thereon in an amount sufficient to accomplish the same.

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

  
Stephen Seal

Personally appeared before me the above named Stephen Seal, Organizer, Radius Holdings, LLC, and acknowledged the foregoing instrument to be a voluntary act and deed.

STATE OF OREGON, County of MULTNOMAH  
This instrument was acknowledged by me on 12/17/01  
By Stephen Seal, as Organizer of Radius Holdings, LLC

  
Notary Public for Oregon  
My commission expires 2/5/05

