

**RECORDING REQUESTED BY**

DAVID McALLISTER (ORBN 02501)  
MOSS PITE & DUNCAN, LLP  
525 East Main Street  
P.O. Box 12289  
El Cajon, CA 92022-2289

**WHEN RECORDED MAIL TO**

NAME MOSS PITE & DUNCAN, LLP

MAILING ADDRESS P.O. Box 12289

CITY, STATE El Cajon, CA  
ZIP CODE 92022-2289

Vol M03 Page 39961

State of Oregon, County of Klamath

Recorded 06/12/2003 11:08 A m.

Vol M03 Pg 39961

Linda Smith, County Clerk

Fee \$ 46<sup>00</sup> # of Pgs 6

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

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**TITLE(S)**

NOTICE OF DEFAULT UNDER CONTRACT FOR SALE OF REAL ESTATE  
ORS CHAPTER 93.905., ET SEQ.

NOTICE OF DEFAULT UNDER CONTRACT FOR SALE OF REAL ESTATE  
ORS CHAPTER 93.905., ET SEQ.

You are hereby notified that the Real Estate Contract described below is in default for failure to pay sums when due, and you are provided the following information with respect thereto:

(a) Description of the Contract: Real Estate Contract dated March 31, 1997, executed by Fred D. Tuttle and Pamela K. Tuttle, as seller, and Steve D. Allen and Arlene D. Allen, as buyer, which Contract or a memorandum thereof was recorded in Volume M-97, Page 9495 in the Official Records of Klamath County, Oregon, on April 1, 1997. A.B. Merrill, Inc., a corporation, acquired the Seller's interest in the aforementioned Real Estate Contract through an assignment and deed recorded in Volume M-99, Page 24251 in the Official Records of Klamath County, Oregon, on June 21, 1999. Western United Life Assurance Company (Current Seller) acquired the Seller's interest in the aforementioned Real Estate Contract through an assignment and deed recorded in Volume M-99, Page 24253 in the Official Records of Klamath County, Oregon, on June 21, 1999.

(b) Legal description of the property:

A PARCEL OF LAND SITUATED IN THE NE 1/4 NW 1/4 OF SECTION 24, TOWNSHIP 31 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF THAT PORTION OF SAID NE 1/4 NW 1/4 LYING WESTERLY OF THE WESTERLY RIGHT OF WAY LINE OF THE U.S. HIGHWAY NO. 97 AND NORTH OF THE CENTERLINE OF SAND CREEK.

(c) The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Seller	Agent/Attorney
<p>Name Western United Life Assurance Company, a Corporation, its successors and/or assigns c/o David E. McAllister, Esq. Moss Pite &amp; Duncan, LLP P.O. Box 12289 El Cajon, CA 92022-2289 Telephone No.: (619) 590-1300</p>	<p>David E. McAllister, Esq. Moss Pite &amp; Duncan, LLP P.O. Box 12289 El Cajon, CA 92022-2289 Telephone No.: (619) 590-1300</p>

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(d) Description of each default under the Contract on which the notice is based:

1. Failure to pay the following past due items, the amounts, and an itemization for which are given in (g) and (h) below:
2. Other defaults: None.

(e) Failure to cure the default on or before **October 1, 2003**, will result in the forfeiture of the Contract.

(f) The forfeiture of the Contract will result in the following:

1. The Buyer, and all persons claiming through the Buyer, who were given the required notices pursuant to Oregon Revised Statute section 93.915, shall have no further rights in the Real Estate Contract or the property, and no person shall have any right, by statute or otherwise, to redeem the property. The failure to give notice to any of these persons shall not affect the validity of the forfeiture as to persons so notified;

2. All sums previously paid under the Real Estate Contract by or on behalf of the Buyer shall belong to and be retained by the Sellers, their successors and/or assigns, or other person to whom paid; and

3. All of the rights of the Buyer to all improvements made to the property at the time the declaration of forfeiture is recorded shall be forfeited to the Sellers, their successors and/or assigns, and the Sellers, their successors and/or assigns, shall be entitled to possession of the property on the tenth (10<sup>th</sup>) day after the declaration of forfeiture is recorded. Any persons remaining in possession after that day under any interest, except one prior to the Real Estate contract, shall be deemed to be tenants at sufferance. Such persons may be removed from possession by following the procedures set out in Oregon Revised Statute sections 105.105 to 105.168, or other applicable judicial procedures.

(g) The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and, for any defaults not involving the failure to pay money, the action(s) required to cure the default:

1. Monetary delinquencies:

Item	Amount
14 Monthly Payments at \$1,762.00 each	\$24,668.00
Other Expenses	\$0.00
Total:	\$24,668.00

2. Action(s) required to cure any non-monetary default: N/A

(h) The following is a statement of other payments, charges, fees and costs (or, where indicated, an estimate thereof) to cure the default:

Item	Amount
1. Cost of title report	\$767.50
2. Service/posting of Notice of Default (estimated)	\$15.00
3. Copying/postage	\$30.00
4. Attorneys' fees	\$350.00
5. Recording fees	<u>\$41.00</u>
Total:	\$1,162.50

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$25,830.50, plus the amount of any payments and late charges which fall due after the date of this Notice of Default and on or prior to the date the default is cured. You must cure the default prior to **October 1, 2003**. Monies required to cure the default may be tendered to Western United Life Assurance Company, a Corporation, its successors and/or assigns, c/o David E. McAllister, Esq., at the following address: P.O. Box 12289, El Cajon, California, 92022-2289. If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph (g)(2) by N/A.

(i) The default consists of a failure to pay sums when due. You may avoid a forfeiture under the Real Estate Contract by curing the default or defaults before **October 1, 2003**. If the default consists of a failure to pay sums when due under the Real Estate Contract, the default may be cured by paying the entire amount due, other than sums that would not then be due had no default occurred, at the time of cure under the terms of the Real Estate Contract. Any other default under the contract may be cured by tendering the performance required under the Real Estate Contract.

(j) No other notice of default will be sent to any person. The next notice that you receive will complete the forfeiture.

(k) Additional Information: N/A.

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EARLIER NOTICE SUPERSEDED: This Notice of Default supersedes any Notice of Default previously given under this Contact and which deals with the same defaults.

This Notice was mailed via first class and certified mail to:

Name and Address of Party

Interest or Claim to Subject Property

SEE ATTACHED SERVICE LIST

DATED this 11th day of June, 2003.

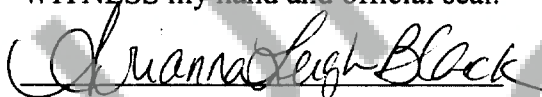


DAVID E. McALLISTER, OSB No. 025010  
Attorney for Western United Life Assurance  
Company, a Corporation, its successors and/or  
assigns

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

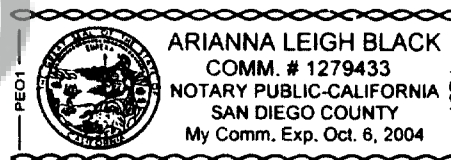
On June 11, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared David E. McAllister, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged 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) acted, executed the instrument.

WITNESS my hand and official seal.



(This area for official Notary Seal)

188298.wpd



## SERVICE LIST

Name and Address of Party	Interest or Claim to Subject Property
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Fred D. Tuttle Pamela K. Tuttle 14916 North Elm Drive Dolan Springs, Arizona 86441	Original Sellers
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Steven D. Allen Arlene D. Allen HC 63 Box 300 Hwy. 97 N. Chiloquin, Oregon 97624	Buyers
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A.B. Merrill, Inc. 222 U.S. Hwy. 1, Suite #208H Tequesta, Florida 33469	Interested Party
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