

**RECORDING REQUESTED BY:**

DAVID E. McALLISTER, ESO.  
MOSS PITE & DUNCAN, LLP  
P.O. BOX 12289  
EL CAJON, CA 92022-2289

State of Oregon, County of Klamath  
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**WHEN RECORDED MAIL TO:**

*RV*  
NICOLLE ORDONES  
MOSS PITE & DUNCAN, LLP  
P.O. BOX 12289  
EL CAJON, CA 92022-2289

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**AFFIDAVIT OF FORFEITURE**

**SELLER: WESTERN UNITED LIFE ASSURANCE COMPANY**

**BUYERS: STEVE D. ALLEN and ARLENE D. ALLEN**

Klamath County Clerk's Office  
Klamath County Government Center  
305 Main Street  
Klamath Falls, Oregon 97601  
Telephone: 541-883-5134  
Facsimile: 541-885-6757

**ORIGINAL**

**AFFIDAVIT OF FORFEITURE  
ORS CHAPTER 93.930**

**84680**

The undersigned declares under penalty of perjury that the following is true and correct:

Western United Life Assurance Company, a Corporation, its successors and/or assigns, recorded and mailed a NOTICE OF DEFAULT UNDER CONTRACT FOR SALE OF REAL ESTATE, ORS CHAPTER 93.905., ET SEQ., to all parties entitled to notice. Copies of the Notice of Default recorded in the official records of Klamath County on June 12, 2003, and proof of mailing via First Class Mail and Certified Mail on June 11, 2003, are attached hereto and incorporated by this reference.

The Real Estate Contract is dated March 31, 1997, executed by Fred D. Tuttle and Pamela K. Tuttle, as Sellers, and Steve D. Allen and Arlene D. Allen, as Buyers, 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.

The real property which is the subject of the Notice of Default and the underlying Real Estate Contract is legally described as follows:

**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.**

The default of the Purchasers under the terms of the Real Estate Contract was not cured within the time period provided in ORS 93.915. Based upon the failure to cure the default, the Real Estate Contract is forfeited, and:

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

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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 are forfeited to the Seller, its successors and/or assigns, and the Seller, its 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.

I declare under penalty of perjury that the foregoing is true and correct, dated this 8th day of October, 2003, at Ocwen Federal Bank, FSB.



Ann Garbis  
Manager of Default Servicing  
Western United Life Assurance Company, a  
Corporation, its successors and/or assigns

**STATE OF FLORIDA  
COUNTY OF ORANGE**

On October 8, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Ann Garbis, Manager of Default Servicing, 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.



Heather A. Snider  
My Commission DD228481  
Expires July 08, 2007

(This area for official Notary Seal)