

State of Oregon, County of Klamath  
Recorded 08/11/04 9:20 a m  
Vol M04 Pg 52646-49  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

DECLARATION OF FORFEITURE

STATE OF OREGON            ]  
                                      ] ss.  
County of Klamath         ]

I, JUSTIN THRONE, being first duly sworn, depose and say:

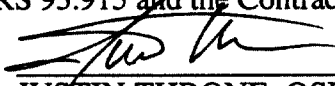
That I am the attorney for WILLIAM K. KALITA, Seller under a Contract between WILLIAM K. KALITA, as Seller and STEVE A. DeGOLYER and CHERYL K. DeGOLYER, husband and wife, as Purchasers. Said contract was recorded December 6, 1999, in Volume M99, page 48024, Deed Records, Klamath County, Oregon, covering the following-described real property in Klamath County, Oregon:

Lot 11 in Block 2 of Tract 1168, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

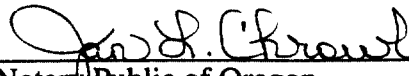
TOGETHER with all improvements on said real property presently existing or which may be hereafter added to said real property.

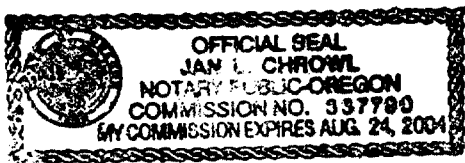
A NOTICE OF DEFAULT AND FORFEITURE OF CONTRACT was mailed to Purchaser. Copies of said NOTICE AND PROOF OF MAILING of said NOTICE are attached hereto.

The defaults of the Purchaser under the terms of the contract was not cured within the time period provided in ORS 93.915 and the Contract has been forfeited.

  
JUSTIN THRONE, OSB 02003

SUBSCRIBED AND SWORN to before me this 11<sup>th</sup> day of August, 2004.

  
Notary Public of Oregon  
My Commission expires: 8-24-04



Returned @  

Justin Throne  
Attorney at Law  
280 Main Street  
Klamath Falls OR 97601

36✓

State of Oregon, County of Klamath  
Recorded 04/12/2004 8:55 A m  
Vol M04 Pg 20854-20856  
Linda Smith, County Clerk  
Fee \$ 31.00 # of Pgs 3

**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.

**52647**

**1. DESCRIPTION OF CONTRACT;**

(A) PURCHASER: STEVE A. DeGOLYER and CHERYL K. DeGOLYER, husband and wife

(B) SELLER: WILLIAM K. KALITA

(C) CONTRACT RECORDED:  
December 6, 1999 at Volume M99 Page 48024, Deed Records of Klamath County, Oregon.

**(D) AMOUNT AND TERMS OF CONTRACT:**

The sum of Nine Thousand Seven Hundred Fifty Dollars (\$9,750) on which \$1,500 was paid upon execution thereof; the Purchaser agreed to pay the remainder of said purchase price (to-wit: \$8,250) to the order of the Seller in monthly installments of not less than Two Hundred Fifty Dollars (\$250) per month each payable on the 15<sup>th</sup> day of each month thereafter beginning December 15, 1999, and continuing until February 15, 2003, when the whole unpaid balance hereof, if any shall become due and payable. All deferred balances shall bear interest at the rate of 9% from November 15, 1999.

**(E) PROPERTY COVERED BY CONTRACT:**

Lot 11 in Block 2 of Tract 1168, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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

(A) Payment due 11/15/02 and each month thereafter until fully paid; plus real property taxes for the year 2001-2002 in the amount of \$98.40; for the year 2002-2003 in the amount of \$100.88; and for the year 2003-2004 in the amount of \$99.27, plus accruing interest on said taxes. Map No: R3508-0100-03800-000. Key No: R726138.

**3. SUM OWING ON OBLIGATION: Principal balance of \$698.58 with interest at**

Notice of Default  
Page -1-

Justin Throne  
280 Main Street  
Klamath Falls OR 97601

9 percent per annum from 10/15/02 plus real property taxes for the year 2001-2002 in the amount of \$98.40; for the year 2002-2003 in the amount of \$100.88; and for the year 2003-2004 in the amount of \$99.27 plus accruing interest on said taxes. Map No: R3508-0100-03800-000. Key No: R726138.

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.

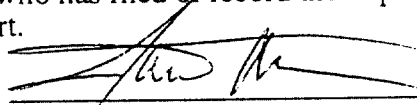
5. CURE OF DEFAULT TO AVOID FORFEITURE: Notice is given that forfeiture may be avoided under the Contract by curing the default(s) by payment of the entire amount due, other than such portion of principal as would not then be due had no default occurred, and tendering performance of other obligations in default, together with costs and expenses actually incurred in enforcing the contract providing such payment and tendering of performance is completed on or before August 10, 2004.

(The period specified shall be not less than 60 days, when the purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price, 90 days when 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 120 days when the purchaser has reduced the unpaid balance to an amount which is 50 percent or less of the purchase price.)

6. NAME AND ADDRESS OF SELLER'S ATTORNEY: Justin Throne,  
Attorney at Law, 280 Main Street, Klamath Falls, OR 97601.

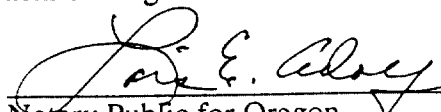
A copy of this Notice, together with an Affidavit of Mailing shall be recorded.

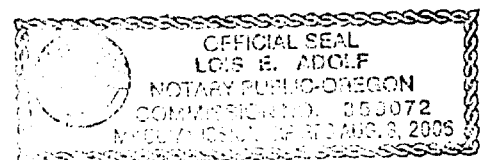
To be sent by both first class and certified mail with return receipt requested at the last known address or served pursuant to ORCP 7D (2) and 7D (3) to be sent to the purchaser, occupant of the property, any person who has filed of record the request for notice of default, and others shown in title report.

  
Justin Throne  
Attorney for Seller

STATE OF OREGON            ]  
  ] ss.  
County of Klamath         ]

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of April, 2004, by JUSTIN THRONE.

  
Notary Public for Oregon  
My Commission expires:



PROOF OF MAILING NOTICE OF DEFAULT  
AND FORFEITURE OF CONTRACT

STATE OF OREGON                     ]  
  ]ss.  
County of Klamath                 ]

I, JUSTIN THRONE, being first duly sworn, depose and say:

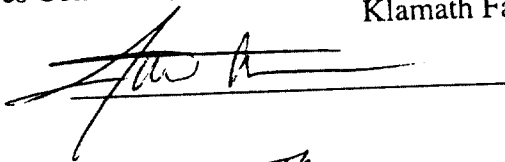
That I am the attorney for WILLIAM K. KALITA, Seller under a Contract between WILLIAM K. KALITA, as Seller, and STEVE A. DeGOLYER AND CHERYL K. DeGOLYER, husband and wife, as Purchasers. Said contract was recorded December 6, 1999, in Vol. M99, page 48024, Deed Records, Klamath County, Oregon, covering the following-described real property:

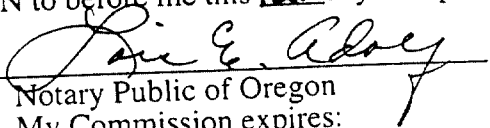
Lot 11 in Block 2 of Tract 1168, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 attached 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:

<u>Date:</u>	<u>Person</u>	<u>Address:</u>
4/12/04	Steve A. DeGolyer	PO Box 54 Stayton OR 97383
4/12/04	Cheryl K. DeGolyer	PO Box 54 Stayton OR 97383
4/12/04	Carter Jones Collection, LLC	1143 Pine Street Klamath Falls OR 97601

  
 SUBSCRIBED AND SWORN to before me this 12<sup>th</sup> day of April, 2004.

  
 Notary Public of Oregon  
 My Commission expires:

