

EC

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.

04 SEP 13 PM3:24

NOTICE OF DEFAULT AND OF PENDING FORFEITURE

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RE: Contract by and between

Jack E. Prow and/or Kathy A. Prow
PO Box 662
Bouse, AZ 85325

And

Seller

Gary E. Johns and/or Connie R. Johns
11268 S. Sprague River Rd
Chiloquin, OR 97624

Buyer

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath ffixed.

Recorded 09/13/04 3:24P m

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Linda Smith, County Clerk

Fee \$ 210 # of Pgs 2

Deputy.

After recording, return to (Name, Address, Zip):

James R. Uerlings
Boivin, Uerlings & DiIaconi, P.C.
803 Main Street, Suite 201
Klamath Falls, OR 97601

Reference is made to that certain contract for the sale of land by and between Jack E. Prow and/or Kathy A. Prow, as the seller, and Gary E. Johns and/or Connie R. Johns, as the purchaser, dated September 13, 1996, recorded on November 12, 2002, in the Records of Klamath County, Oregon, in ☐ book ☐ reel ☒ volume No. M02 at page 65320, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No. (indicate which), covering the following described real property situated in the above mentioned county and state, to-wit:

The E1/2 E1/2 SE1/4 SE1/4 of Section 6, Township 35 South, Range 9 East of the Williamette Meridian, lying South of Sprague River, Klamath County, Oregon

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

- 1) Failure to make regular monthly payments for May, June, July, August and September 2004 (totaling \$4500) and thereafter until cured.
- 2) Failure to reimburse seller for their payment of property taxes to prevent delinquency and potential foreclosure in the amount of \$2320.04, plus any sums advanced after the date of this notice.
- 3) Failure to reimburse seller for their payment of insurance on the property to prevent cancellation of coverage in the amount of \$1601, plus any sums advanced after the date of this notice.

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 November 18, 2004. 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.

(OVER)

Returned @ Counter

26 ✓



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, an 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 September 9, 2004

Jack E. Prow

Seller

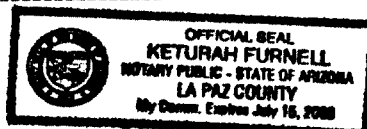
Kathy A. Prow

Seller

ARIZONA
STATE OF ~~OREGON~~, County of LA PAZ ss.

This instrument was acknowledged before me on September 9, 2004
by Jack E. Prow and Kathy A. Prow

This instrument was acknowledged before me on September 9, 2004
by _____
as _____
of _____



Keturah Furnell
Notary Public for ~~Oregon~~

My commission expires July 15, 2006