

EA

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



AFFIDAVIT OF FORFEITURE

Vol M04 Page 80123

RE: Contract by and between

Jack E. Prow and/or Kathy A. Prow

P.O. Box 662

Bouse, AZ 85235

Seller

And

Gary E. Johns and/or Connie R. Johns

11268 S. Sprague River Rd

Chiloquin, OR 97624

Buyer

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

James R. Uerlings

Boivin, Uerlings & Dilaconi, P.C.

803 Main Street, Suite 201

Klamath Falls, OR 97601

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 11/22/04 9.492 mVol M04 Pg 80123-27

Linda Smith, County Clerk

Fee \$ 41.00 # of Pgs 5STATE OF ~~OREGON~~ ^{ARIZONA} County of La Paz) ss.We, Jack E. Prow and Kathy A. Prow, being first duly sworn, depose, say and certify that:Jack E. Prow and/or Kathy A. ProwGary E. Johns and/or Connie R. Johns

as seller, and as purchaser

made and entered into a contract for the sale of land, which contract was dated September 13, 1996 andwas recorded on November 12, 2002 in the real property records of KlamathCounty, Oregon in ☐ book ☐ reel ☒ volume No. M02 at page 65320, and/or as ☐ fee ☐ file ☐ instru-ment ☐ 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 Willamette Meridian, lying South of Sprague River, Klamath County, Oregon

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.

Jack E. Prow
SIGNED AND SWORN TO before me on 11/19/04

Kathy A. Prow

Notary Public for Oregon Arizona
My commission expires 7/9/06

NOTE: Pursuant to ORS 93.930, a copy of the forfeiture notice (Stevens-Ness Form No. 1253, or the equivalent) and proof of its mailing should be attached to and recorded with this affidavit.

EC

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

04 SEP 13 PM 3:24

80124

NOTICE OF DEFAULT
AND OF PENDING FORFEITUREVol M04 Page 61030

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

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

James R. Werlings

Boivin, Werlings & DiLaconi, P.A.C.

803 Main Street, Suite 201

Klamath Falls, OR 97601

SPACE RESERVED

FOR

RECORDER'S USE

State of Oregon, County of Klamath fixed.

Recorded 09/13/04 3:24P m

Vol M04 Pg 61030-31

Linda Smith, County Clerk

Fee \$ 20 # of Pgs 2

Deputy.

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 ✓

80124



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

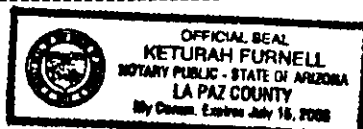
Kathy A. Prow

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

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

AFFIDAVIT OF MAILING
NOTICE OF PENDING FORFEITURE

80126

Vol M04 Page 61460

Contract by and between

Jack E. Prow and/or Kathy A. Prow
PO Box 662
Bouse, AZ 85235

And

Seller

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

Buyer

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

James R. Uerlings
Boivin, Uerlings & Diaconi, P.C.
803 Main Street, Ste 201
Klamath Falls, OR 97601SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath

Recorded 09/15/04 1:29 P mVol M04 Pg 61460

Linda Smith, County Clerk

Fee \$ 21 # of Pgs 1

By

y.

STATE OF OREGON, County of Klamath ss.I, James R. Uerlings, the attorney representing the Sellers, 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

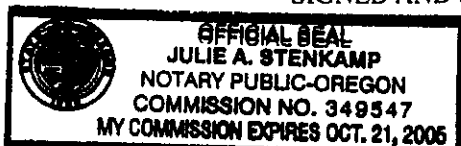
Connie R. Johns

11268 S. Sprague River Road
Chiloquin, OR 97624

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 James R. Uerlings. 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 Klamath Falls, Oregon, on September 14, 2004. 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.

SIGNED AND SWORN TO before me on September 14, 2004

Notary Public for Oregon

My commission expires 10/21/05

*More than one form of affidavit may be used when the parties are numerous or when the mailing is done on more than one date.

NOTE: A copy of the forfeiture notice (Stevens-Ness Form No. 1253, Notice of Default and of Pending Forfeiture) should be attached and recorded with this affidavit.

04 SEP 15 PM 1:29

EA

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AFFIDAVIT OF MAILING NOTICE OF PENDING FORFEITURE

80127

Vol M04 Page 61459

RE: Contract by and between

Jack E. Prow and/or Kathy A. Prow
PO Box 662
Bouse, AZ 85235

And

Seller

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

Buyer

SPACE RESERVED
FOR
RECORDER'S USE

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

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

State of Oregon, County of Klamath (ed.
Recorded 09/15/04 1:29 p m
Vol M04 Pg 61459
Linda Smith, County Clerk
Fee \$ 21 # of Pgs 1 duty.

STATE OF OREGON, County of Klamath ss.

I, James R. Uerlings, the attorney representing the Sellers, 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 ~~as 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

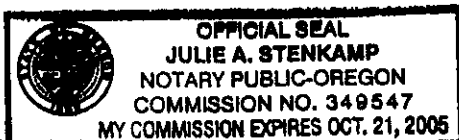
Gary E. Johns

11268 S. Sprague River Rd
Chiloquin, OR 97624

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 James R. Uerlings. 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 Klamath Falls, Oregon, on September 13, 2004. 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.

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SIGNED AND SWORN TO before me on September 14, 2004

Notary Public for Oregon

My commission expires 10/21/05

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