

05 APR 10 PM 3:02

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MTZ-68526

Vol M03 Page 84679

RECORDING REQUESTED BY:

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

State of Oregon, County of Klamath
Recorded 11/17/03 9:13a. m
Vol M03 Pg 84679-87
Linda Smith, County Clerk
Fee \$ 3.00 # of Pgs 3

Vol M05 Page 26889

WHEN RECORDED MAIL TO:

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

State of Oregon, County of Klamath
Recorded 04/18/2005 3:02 p. m
Vol M05 Pg 26889-97
Linda Smith, County Clerk
Fee \$ 6.00 # of Pgs 9
2000 NS

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



STATE OF OREGON)
County of KLAMATH)
I CERTIFY that this is a true and correct
copy of a document in the possession
of the Klamath County Clerk.

Dated: 4-14-05
LINDA SMITH, Klamath County Clerk
By: Lacey A. Hunt Deputy

re-recorded to add attachment

6/100 + 200 NS

**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

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 (10th) 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)

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

26892

State of Oregon, County of Klamath

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

Vol M03 Pg 39961-39966

Linda Smith, County Clerk

Fee \$ 46.00 # of Pgs 6

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

'03 JUN 12 AM 11:08

TITLE(S)

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

-16 CK

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

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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 (10th) 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

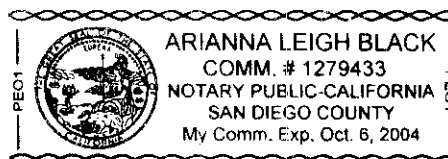
STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

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