

**NOTICE OF FORFEITURE  
AND ABANDONMENT OF  
REAL ESTATE CONTRACT**

After recording, return to:

Justin Throne  
Attorney at Law  
280 Main Street  
Klamath Falls, Oregon 97601

STATE OF OREGON       )  
COUNTY OF KLAMATH )

I certify that the within instrument was received for recording on \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ and/or as fee/ file / instrument / microfilm / reception No. \_\_\_\_\_, Records of this County. Witness my hand and seal of County affixed.

Name

Title

By \_\_\_\_\_, Deputy.

Notice is hereby given as follows:

1. This notice is a Notice of Forfeiture and Abandonment of real estate contract, which notice is pursuant to contract terms and Oregon law, including ORS 93.905 to 93.940, and is declaration and notice of forfeiture and abandonment of that certain contract between Michael B. Jager and Margaret H. Jager, as Trustees of the Jager Family Trust Agreement. Dated October 15, 1991 and Clark J. Kenyon and Georgiana K. Kenyon, referred to herein as "Sellers" and George E. Parazoo and Flora M. Parazoo, husband and wife, referred to herein as "Purchasers." Said contract is for the sale of real property located in Klamath County, Oregon, more particularly described as:

Lot 4 in Block 8 and 1/49th of Lot 1 Block 11 in Tract 1161, High Country Ranch, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Said Contract was recorded January 6, 1997 at M97, Page 228, records of Klamath County, State of Oregon.

2. The nature of Purchasers' defaults are:

a. Failure to timely make the payment in the amount of \$149.00 on the first day of February, 2004 and failure to make payments of \$149.00 on the first day of each month thereafter.

b. Failure to pay real property taxes to Klamath County, Oregon, due and payable as follows:

\$668.04 for the tax year 2002, plus accruing interest.

\$609.10 for the tax year 2003, plus accruing interest.

\$541.31 for the tax year 2004, plus accruing interest.

\$489.39 for the tax year 2005, plus accruing interest.

3. The Date after which said Contract shall be forfeited if there is a failure to cure the defaults is September 30, 2006, at 5:00 p.m.

26-

4. The name and address of the attorney for the Sellers is:

Justin Throne, Attorney at Law  
280 Main Street  
Klamath Falls, Oregon 97601  
Telephone: 541-882-4436

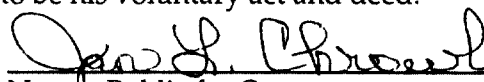
5. The above named purchasers in default or others pursuant to law may avoid a forfeiture under the contract or its abandonment by curing all defaults before expiration of the notice period. As regards the default consisting of failure to pay sums when due under the contract, the non-payment defaults 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 contract. Any default other than failure to pay sums due under the contract may be cured by tendering the performance required under the contract. In addition to paying the sums and tendering the performance necessary to cure the default, the person effecting the cure of the default shall pay all costs and expenses actually incurred in enforcing the contract, including, but not limited to, late charges, attorney fees, and costs of title search as provided by Oregon law. The Sellers may elect to pay additional costs, including back taxes; if so, cure shall include payment to Sellers such amounts plus interest at the rate stated in the contract.



JUSTIN THRONE, Attorney for Sellers.

STATE OF OREGON    ]  
                              ] ss.  
County of Klamath    ]

Personally appeared before me the above named JUSTIN THRONE, and acknowledged the above instrument to be his voluntary act and deed.



Notary Public for Oregon

My Commission expires: 8-29-08

