

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

2006-017634
Klamath County, Oregon



00002706200600176340020021

08/31/2006 03:57:11 PM

Fee: \$26.00

for
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lm

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 KENNETH H. DUNCAN and EVELYN R. DUNCAN, referred to herein as "Sellers" and JEFF ALLBRITTEN, referred to herein as "Purchaser." Said contract is for the sale of real property located in Klamath County, Oregon, more particularly described as:

A parcel of land situated in the Supplemental Plat of the City of Malin, Klamath County, Oregon more particularly described as follows:

The West 78 feet of Fifth Street between Blocks 62 and 63 from the South boundary of Rosicky said Supplemental Plat of the City of Malin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon..

Said Contract was recorded January 9, 2004 at M04, Page 01289, Records of Klamath County, State of Oregon.

2. The nature of Purchasers' defaults are:
- Failure to timely make the payment in the amount of \$9,500.00 on the first day of December, 2005.
 - Failure to pay real property taxes to Klamath County, Oregon, which were paid by Sellers in the following amounts:

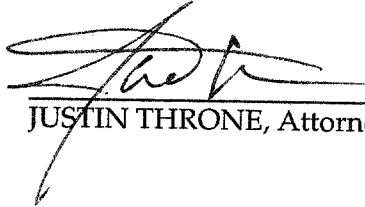
\$305.95 for the tax year 2005, plus accruing interest.

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

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

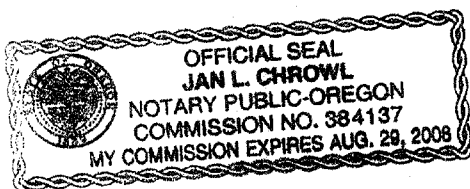
Justin Throne, Attorney at Law
280 Main Street
Klamath Falls, Oregon 97601
Telephone: 541-882-4436

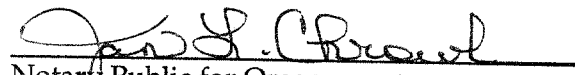
5, The above named purchasers in default or others pursuant to law may avoid a forfeiture under the contract or its abandonment by curing all defaults before expiration of the notice period. As regards the default consisting of failure to pay sums when due under the contract, the non-payment defaults 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; such amounts shall include reimbursement of real property taxes paid by Seller plus interest at the rate indicated by the terms of the contract, 6.5% per annum. 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