

After Recording Return To:  
Tiffany A. Elkins  
REEVES, KAHN & HENNESSY  
PO Box 86100  
Portland OR 97286-0100

2009-013311  
Klamath County, Oregon



10/12/2009 10:13:27 AM

Fee: \$62.00

### DECLARATION OF FORFEITURE

STATE OF OREGON, County of Multnomah ) ss.

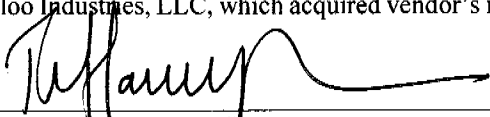
I, Tiffany A. Elkins, under oath, state as follows:

1. I am one of the attorneys for Igloo Industries, a Wyoming limited liability company.
2. This declaration pertains to that certain Land Sale Contract ("Contract") between Radius Holdings, LLC, as vendor and Joshua Hillman and Brian Weyand, as vendees, which was memorialized in a Memorandum of Land Sale Contract, recorded on May 10, 2001, document No. 21439. Radius Holdings, LLC's interest in said Contract was acquired by Igloo Industries, LLC a Wyoming limited liability company, by: (1) Warranty Deed, dated December 12, 2005, and recorded on January 25, 2006; and (2) Warranty Deed, dated December 20, 2005, and recorded on January 25, 2006. The property which is the subject of the Contract is described as:

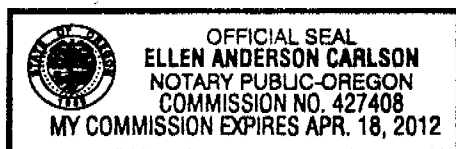
The S1/2 W1/2 W1/2 NW1/4 SW1/4 of Section 30, Township 35 South, Range 11  
East of the Willamette Meridian AND W2W2E2W2S2NE4 TOWNSHIP 35,  
RANGE 11, SECTION 19 EWM.

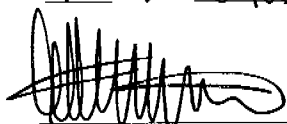
aka 35 11 30 1900 & 35 11 19 500.

3. An Affidavit of Mailing of Notice of Default, with a copy of the Notice of Default attached, was recorded on May 27, 2009, Fee No. 2009-007357, Official Records of Klamath County, Oregon. A copy of the affidavit with the notice of default is attached hereto.
4. The default described in the Notice was not cured within the time period provided in ORS 93.915 and the Contract is hereby declared forfeited.
5. I make this declaration as the representative of Igloo Industries, LLC, which acquired vendor's interest in the Contract.

  
Tiffany A. Elkins, OSB #03311  
Of Attorneys Igloo Industries, a Wyoming limited liability company

This instrument was acknowledged before me on this 1 day of October, 2009, by Tiffany Elkins, attorney for Igloo Industries, LLC.



  
Notary Public for Oregon  
My Commission Expires: 4.18.2012

2009-06-357

Klamath County, Oregon

00066735200900073570050058

05/27/2009 01:29:24 PM

Fee: \$41.00

**After Recording Return to:**

Tiffany A. Elkins  
Reeves, Kahn & Hennessy  
P.O. Box 86100  
Portland, Oregon 97286-0100

**AFFIDAVIT OF MAILING NOTICE OF DEFAULT**

STATE OF OREGON, County of Multnomah) ss.

I, Tiffany A. Elkins, under oath, state as follows:

1. Attached as Exhibit A is a true and correct copy of the Notice of Default pertaining to the contract described therein ("Contract").

2. The Contract contains a "forfeiture remedy" as defined in ORS 93.905(2).

3. The Notice of Default was mailed on May 21, 2009, by both first class and by certified mail with return receipt requested to the following persons at the last-known addresses indicated.

3.1 Joshua Hillman and Bryan Weyand  
52493 River Pine Road  
La Pine, OR 97739

3.2 Joshua Hillman and Bryan Weyand  
15609 NE 3<sup>rd</sup> Circle  
Vancouver, WA 98684

3.3 Joshua Hillman and Bryan Weyand  
301 Thelma Drive #153  
Casper, WY 80609

///

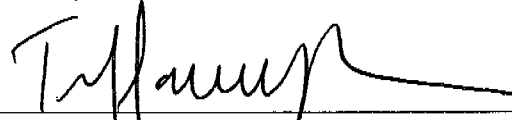
///

4. Attached as Exhibit B is a copy of the Certified Mail Return Receipts for the addresses named in item 3 above.

5. I make this affidavit as one of the attorneys for, and on behalf of, Igloo Industries, LLC, a Wyoming Limited Liability Company.

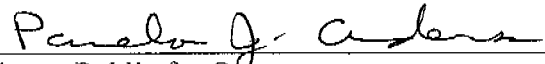
DATED this 22<sup>nd</sup> day of May, 2009.

REEVES, KAHN & HENNESSY



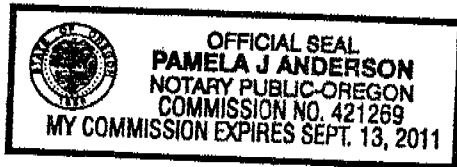
Tiffany A. Elkins, OSB #08311  
Of Attorneys for Seller

This instrument was acknowledged before me on May 22, 2009.



Notary Public for Oregon

My Commission Expires: 9-13-11



## NOTICE OF DEFAULT

**TO: JOSHUA HILLMAN and BRYAN WEYAND**  
52493 River Pine Road  
La Pine, OR 97739

**JOSHUA HILLMAN and BRYAN WEYAND**  
15609 NE 3<sup>rd</sup> Circle  
Vancouver, WA 98684

**JOSHUA HILLMAN and BRYAN WEYAND**  
301 Thelma Drive #153  
Casper, WY 80609

This Notice of Default is given with respect to the contract described below, which contains a forfeiture remedy, pursuant to the provision of ORS 93.905-93.940.

1. **Description of Contract.** Land Sale Contract ("Contract") between Radius Holdings, LLC, as Seller, and Joshua Hillman and Bryan Weyand, Purchaser, was memorialized in a Memorandum of Land Sale Contract, which was recorded on May 10, 2001, Document No. 21439, Official Records of Klamath County, Oregon. Radius Holdings, LLC's interest in Contract was acquired by Igloo Industries, a Wyoming limited liability company, by: (1) Warranty Deed, dated December 12, 2005, and recorded on January 25, 2006; and (2) Warranty Deed, dated December 20, 2005, and recorded on January 25, 2006.

2. **Property.** The property which is the subject of the Contract is described as:

The S1/2 W1/2 W1/2 NW1/4 SW1/4 of Section 30, Township 35 South, Range 11 East of the Willamette Meridian AND W2W2E2W2S2NE4 TOWNSHIP 35, RANGE 11, SECTION 19 EWM.

aka 35 11 30 1900 & 35 11 19 500

3. **Nature of Default.** The default consists of the failure to make the full monthly payments due on November 1, 2006, through September 1, 2007.

4. **Amount of Default.** The amount of the default is \$2,637.77.

5. **Date Contract Will Be Forfeited.** The Contract will be forfeited if the default is not cured by September 24, 2009.

6. **How to Cure Default.** The default will be cured if, by September 24, 2009, the following occur:

6.1 The sum of \$2,637.77 is received on account of the Contract by September 24, 2009.

6.2 The additional sum of \$641.00 is received on account of this matter by Tiffany A. Elkins. This sum consists of the following:

6.2.1	Late charges	\$250.00
6.2.3	Recording fees	\$ 41.00
6.2.4	Attorney fees	\$350.00

6.3 The additional sum of \$0.5712 per day is received by Tiffany A. Elkins for accrued interest from May 20, 2009, through the date of payoff.

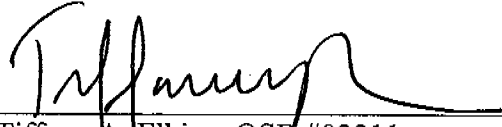
7. **Name and Address of Attorney for Seller.** The attorney for the Seller, to whom the payments under paragraph 6 above are to be made, is Tiffany A. Elkins. Payments shall be delivered to:

Tiffany A. Elkins  
Reeves, Kahn & Hennessy  
P.O. Box 86100  
Portland, Oregon 97286-0100

8. **Date Notice Mailed.** This Notice is being mailed by both first class and certified mail, with return receipt requested, in Portland, Oregon, on May 21, 2009.

DATED this 21<sup>st</sup> day of May, 2009.

REEVES, KAHN & HENNESSY

  
\_\_\_\_\_  
Tiffany A. Elkins, OSB #03311  
Of Attorneys for Seller

7008 1830 0004 4362 9709

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**OFFICIAL USE**

Postage	\$ .44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.54

Postmark Here  
 MAY 21 2009

Sent To  
 Joshua Hillman + Bryan Weyand  
 Street, Apt. No.,  
 or PO Box No. 52493 River Pine Rd.  
 City, State, ZIP+4  
 La Pine, OR 97739

PS Form 3800, August 2006 See Reverse for Instructions

7008 1830 0004 4362 9722

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Total Postage & Fees	\$ 5.54

Postmark Here  
 MAY 21 2009

Sent To  
 Joshua Hillman + Bryan Weyand  
 Street, Apt. No.,  
 or PO Box No. 15609 NE 3rd Circle  
 City, State, ZIP+4  
 Vancouver, WA 98684

PS Form 3800, August 2006 See Reverse for Instructions

7008 1830 0004 4362 9739

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Postmark Here  
 MAY 21 2009

Sent To  
 Joshua Hillman + Bryan Weyand  
 Street, Apt. No.,  
 or PO Box No. 301 Thelma Dr. #153  
 City, State, ZIP+4  
 Casper, WY 80609

PS Form 3800, August 2006 See Reverse for Instructions

Exhibit B  
 Page 1 of 1