

2012-004163

Klamath County, Oregon



00116998201200041630070077

04/23/2012 09:25:19 AM

Fee: \$67.00

After recording, return to:  
William M. Ganong  
Attorney at Law  
514 Walnut Avenue  
Klamath Falls OR 97601

Send tax statements to:  
Michael W. Stahl  
Patricia L. Stahl  
1860 N.W. 22nd Street  
Redmond OR 97756

Other Parties to Document:  
Michael S. Tucker  
Melissa L. Tucker  
9560 Hill Road  
Klamath Falls OR 97603

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AFFIDAVIT OF FORFEITURE  
ORS 93.930

STATE OF OREGON, County of Klamath) ss.

I, William M. Ganong, being first duly sworn, depose and say as follows:

1. On February 13, 2012, I caused to be recorded in Book 2012 at Page 001566 of the Records of the Clerk of Klamath County, Oregon, an Affidavit of Mailing ORS 93.905 (2) and a Notice of Default pursuant to ORS 93.905 - 93.940 of the Contract of Sale between Michael W. Stahl and Patricia L. Stahl as Sellers, and Michael S. Tucker and Melissa L. Tucker, as Purchasers, recorded February 13, 2009 in Book 2009-002173 of the Official Records of Klamath County, Oregon. Copies of said Affidavit of Mailing and Notice of Default are attached hereto.

2. The default of the purchasers under the Contract described in said Notice of Default was not cured within the time period provided in ORS 93.915, and the Contract described in said Notice of Default is declared to be forfeited.


3. Pursuant to the terms of the Contract and to Oregon statute, Michael W. Stahl and Patricia L. Stahl are declared to be the owners of the following-described real property in Klamath County, Oregon:

Parcel 1 of Klamath County Land Partition 41-05, being a replat of Parcel 1, Land Partition 26-93, located in the NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> of Section 32, Township 39 South, Range 10 E., W.M., Klamath County, Oregon; Tax Assessor Parcel No. R-3910-03200-01203-000

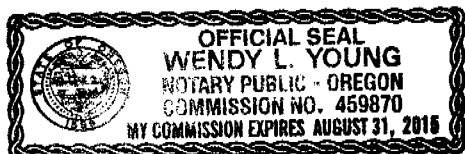
free and clear of the interest of the Contract purchasers named in said Notice of Default and of anyone claiming by or under them.


4. The Certificate of Non-Military Service of Michael W. Stahl and Patricia L. Stahl is attached hereto.

Dated this 19 day of April 2012.

  
\_\_\_\_\_  
William M. Ganong, OSB No. 78213  
Attorney for Seller

This instrument was acknowledged before me on April 19, 2012 by William M. Ganong.



  
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 8.31.2015

AFTER RECORDING RETURN TO:

William M. Ganong  
Attorney at Law  
514 Walnut Avenue  
Klamath Falls OR 97601

2012-001566

Klamath County, Oregon



00113891201200015660040049

02/13/2012 10:01:39 AM

Fee: \$52.00

AFFIDAVIT OF MAILING NOTICE OF DEFAULT

STATE OF OREGON, County of Klamath) ss.

I, Wendy Young, under oath, state as follows:

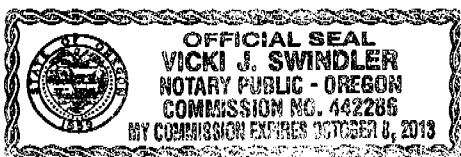
1. Attached as Exhibit A is a true and correct copy of the Notice of Default pertaining to the contract described therein (Contract).
2. The Contract contains a "forfeiture remedy" as defined in ORS 93.905(2).
3. On February 8, 2012, I mailed the Notice of Default by both first-class and certified mail with return receipt requested by depositing true, full, and exact copies thereof in the United States Mail at Klamath Falls, Oregon addressed to the following persons at their last-known addresses:
  - 3.1 Michael S. Tucker  
9560 Hill Road  
Klamath Falls OR 97603  
  
Melissa L. Tucker  
9560 Hill Road  
Klamath Falls OR 97603
4. I make this affidavit as secretary to and under the direction of William M. Ganong, who is the attorney for Michael W. Stahl and Patricia L. Stahl, 1860 N W 22nd Street, Redmond, Oregon 97756.

Dated this 8 day of February 2012.

Wendy Young  
Wendy Young, Secretary to  
William M. Ganong

Signed and sworn to before me this 8 day of February 2012 by Wendy Young.

Vicki Swindler  
Notary Public for Oregon  
My Commission Expires: 10-8-13



## NOTICE OF DEFAULT

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

1. Description of Contract. Contract of Sale (Contract) between Michael W. Stahl and Patricia L. Stahl, as Sellers, and Michael S. Tucker and Melissa L. Tucker, as Purchasers, which was recorded on February 13, 2009 in Book 2009-002173 of the Official Records of Klamath County, Oregon.

2. Property. The property which is the subject of the Contract is more particularly described as follows:

Parcel 1 of Klamath County Land Partition 41-05, being a replat of Parcel 1, Land Partition 26-93, located in the NW¼ NW¼ of Section 32, Township 39 South, Range 10 E., W.M., Klamath County, Oregon; Tax Assessor Parcel No. R-3910-03200-01203-000

3. Nature of Default. The default consists of Purchasers' failure to make the annual installment payment of \$3,400, which was due on March 1, 2011.

4. Date Contract Will Be Forfeited. The Contract will be forfeited if the default is not cured by April 12, 2012.

5. How to Cure Default. The default will be cured if by April 12, 2012 the following occur:

5.1 By paying the annual installment payment of \$3,400 which was due on March 1, 2011, and by paying the annual installment payment of \$3,400 which will be due on March 1, 2012.

5.2 By paying the additional sum of \$940 for forfeiture costs and fees to William M. Ganong, the attorney for Sellers, at the address set forth above. This sum consists of the following:

5.2.1 Title search	\$390
5.2.2 Recording fees	\$150

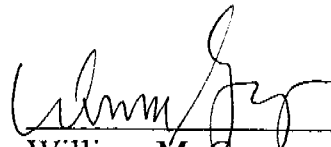
5.2.3 Mailing fees       \$ 50.00  
5.2.4 Attorney Fees     \$350.00

6     Name and Address of Attorney for Sellers.

William M. Ganong, OSB No. 78213  
Attorney at Law  
514 Walnut Avenue  
Klamath Falls OR 97601  
541.882.7228 - office     541.883.1923 - fax  
E-Mail: [wganong@aol.com](mailto:wganong@aol.com)

7.     Date Notice Mailed. This notice is being deposited in both first-class and certified mail with return receipt requested on February 8, 2012.

8.     This is an attempt to collect a debt and any information received from you will be used for that purpose.



William M. Ganong, OSB No. 78213  
Attorney for Sellers

Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you do not dispute it within that time period, I will assume that it is valid. If you do dispute it by notifying me in writing to that effect, I will, as required by law, obtain and mail proof of the debt to you. If within the same time period you request in writing the name and address of your original creditor, if your original creditor is different from the current creditor, I will furnish you with that information. The law does not require me to wait until the end of the thirty-day period before beginning any foreclosure action to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period, which begins with your receipt of this letter, the law requires me to suspend my efforts to collect the debt until I mail the requested information to you. A notice of your rights under the Fair Debt Collection Practices Act is attached hereto.

NOTICE REQUIRED BY THE  
FAIR DEBT COLLECTION PRACTICES ACT  
15 U.S.C. § 1692

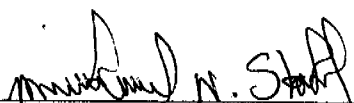
1. The amount of the debt is as set forth in the attached documentation or correspondence.
2. The name of the creditor to whom the debt is owed is as stated in the attached documentation or correspondence.
3. Unless you, the consumer, within 30 days after receipt of this Notice, dispute the validity of the debt or any portion thereof, the debt will be assumed to be valid by the undersigned. The undersigned, however, reserves the right to file suit, if none has yet been filed, or to take any other appropriate action to collect the debt within this 30-day period.
4. If you, the consumer, notify the undersigned, in writing, within the 30-day period that the debt, or any portion thereof, is disputed, the undersigned will obtain verification of the debt and a copy of such verification will be mailed to you by the undersigned.
5. Upon your written request within the 30-day period, the undersigned will provide you with the name and address of the original creditor, if such original creditor is different from the current creditor.
6. Written requests should be addressed to William M. Ganong, Attorney at Law, 514 Walnut Avenue, Klamath Falls, Oregon 97601.
7. This communication is an attempt to collect a debt and any information obtained will be used for that purpose.

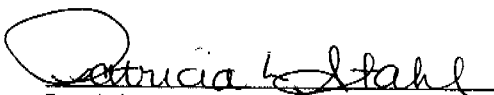
CERTIFICATE OF NON-MILITARY SERVICE

STATE OF OREGON, County of Klamath) ss.

THIS IS TO CERTIFY That we are the Sellers under that certain Contract of Sale between Michael W. Stahl and Patricia L. Stahl, Sellers, and Michael S. Tucker and Melissa L. Tucker, Purchasers, of certain real property in Klamath County, Oregon more particularly described in said Contract of Sale, a Memorandum of which was recorded on February 13, 2009 in Book 2009 at Page 002173 of the Official Records of Klamath County, Oregon. We reasonably believe that at no time during the period of three months and one day immediately preceding April 12, 2012, was the real property described in and covered by said Contract of Sale, or any interest therein, owned by a person in the military service as defined in Article I of the "Soldiers' and Sailors' Civil Relief Act of 1940", as amended, nor by a minor or incapacitated person. In addition, during the same time period, the subject real property was not occupied.

Dated this 17<sup>th</sup> day of April, 2012.

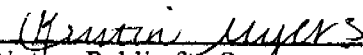
  
Michael W. Stahl

  
Patricia L. Stahl

STATE OF OREGON, County of Deschutes) ss.

This instrument was acknowledged before me on April 17<sup>th</sup>, 2012 by Michael W. Stahl and Patricia L. Stahl.



  
Notary Public for Oregon  
My Commission Expires: May 11<sup>th</sup> 2014