

After recording return to:
Brian D. Cox
142 West 8th Avenue
Eugene, Oregon 97401

2015-005380

Klamath County, Oregon



00170081201500053800030031

05/27/2015 10:31:53 AM

Fee: \$52.00

AFFIDAVIT OF MAILING NOTICE OF DEFAULT

I, BRIAN D. COX, 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 by both first-class and by certified mail with return receipt requested to the following persons at the last-known address indicated.

3.1 Robert J. Collins and Cynthia S. Collins
9771 Sweetwater Lane
Ventura, California 93004-2884

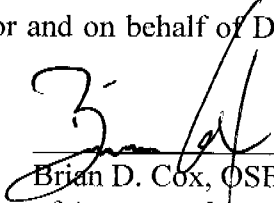
3.2 All Occupants at:
1562 Wiard Street
Klamath Falls, Oregon 97603-3868

3.3 Klamath County Tax Assessor
305 Main Street
Klamath Falls, Oregon 97601

3.4 South Suburban Sanitary District
2201 Laverne Avenue
Klamath Falls, Oregon 97603

4. The Notice of Default so mailed was contained in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States post office at Eugene, Oregon, on May 20, 2015. With respect to the persons listed in item 3 above, one such notice was mailed to the address indicated, and another such notice was mailed with a proper form to request and obtain a return receipt, and postage thereon in the amount sufficient to accomplish the same.

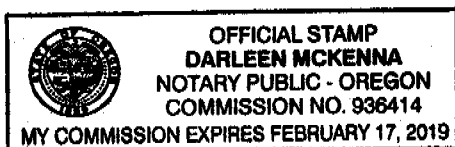
5. I make this affidavit as attorney for and on behalf of Dorothy R. Cody and April Dawn Cody.

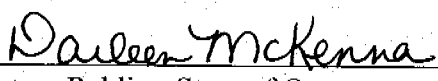


Brian D. Cox, OSB #902405
of Attorneys for Seller

STATE OF OREGON, County of Lane) ss.

SIGNED, SUBSCRIBED and SWORN before me this 20th day of May, 2015.





Notary Public - State of Oregon

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.* Land Sale Contract (Contract) between DOROTHY R. CODY and APRIL DAWN CODY, not as tenants in common, but with rights of survivorship, as Seller, and ROBERT J. COLLINS and CYNTHIA S. COLLINS, husband and wife, as Purchaser, a memorandum of which was recorded on September 6, 2011, Reception No. 2011-010108, Official Records of Klamath County, Oregon.

2. *Property.* The property which is the subject of the Contract is commonly known as 1562 Wiard Street, Klamath Falls, Oregon 97603, and is more particularly described as follows:

Lot 9 in LEWIS TRACTS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon. AND South 6 feet of Lot 10 in LEWIS TRACTS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

3. *Nature of Default.* The default consists of the failure of the purchaser to make the monthly payments of \$518.64 each, due on March 6, April 6, and May 6, 2015, and to pay the 2014-2015 property taxes in the amount of \$1,298.81. The default further consists of purchaser's failure to pay, after notice, \$129.26 in seller's reasonable attorney's fees incurred as a result of purchaser's default in the Contract.

4. *Amount of Default.* The amount of the default is \$1,555.92, plus interest at 8% per annum from February 20, 2015, plus \$1,298.81 in property taxes, and \$129.26 in seller's reasonable attorney's fees.

5. *Date Contract will be Forfeited.* The Contract will be forfeited if the defaults are not cured within 60 days from the date of this notice, which means on or before July 20, 2015.

6. *How to Cure Default.* The default will be cured if by July 20, 2015, the following occurs:

6.1 The sum of \$1,555.92, plus interest at 8% per annum from February 20, 2015, until paid, is *received* on account of the Contract by the escrow agent identified in paragraph 7 below.

6.2 The additional sum of \$731.26 is **received** on account of this matter by Brian D. Cox, the attorney for Seller identified in paragraph 8 below. This sum consists of the following: title report: \$200.00; recording fees: \$52.00; past due attorney's fees: \$129.26; and attorney fees for this forfeiture: \$350.00.

EXHIBIT "A"

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6.3 The additional sum of \$518.64 each, as the monthly installments due June 6, and July 6, 2015, is *received* by AmeriTitle [the escrow agent].

6.4 The sum of \$1,298.81, plus interest and penalties, if any, is *received* by the Klamath County Tax Assessor's office, at 305 Main Street, Klamath Falls, Oregon 97601.

7. *Name and Address of Escrow Agent.* The collection escrow agent for the Contract, to whom the payments under Paragraphs 6.1 and 6.3 above is to be made, is AmeriTitle, 300 Klamath Avenue, Klamath Falls, Oregon 97601, Escrow Account No. 912221.

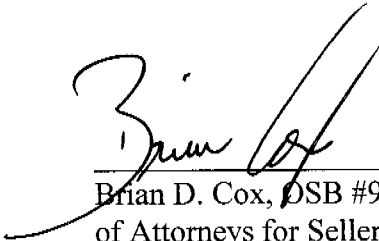
8. *Name and Address of Attorney for Seller.* Brian D. Cox, Law Offices of Brian Cox, 142 West 8th Avenue, Eugene, Oregon 97401.

9. *Date Notice Mailed.* This notice is being deposited in both first-class and certified mail with return receipt requested, on May 20, 2015.

10. *Names and Addresses of Lienholders Who May Claim an Interest in the Above-Described Real Property and to Whom a Copy of this Notice is Being Served as Provided by ORS 93.915 are as follows:*

Klamath County Tax Assessor
305 Main Street
Klamath Falls, Oregon 97601

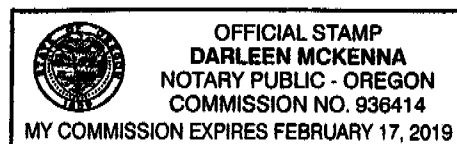
South Suburban Sanitary District
2201 Laverne Avenue
Klamath Falls, Oregon 97603




Brian D. Cox, OSB #902405
of Attorneys for Seller

STATE OF OREGON, County of Lane) ss.

SIGNED, SUBSCRIBED and sworn to before me this 20th day of May, 2015.





Notary Public – State of Oregon