

2016-000206

Klamath County, Oregon



00180711201600002060060069

01/08/2016 03:35:23 PM

Fee: \$67.00

AFFIDAVIT OF FORFEITURE

RE: Contract by and between

Gregory Toepfer and Cindy Toepfer

P.O. Box 2872

La Pine, OR 97739

Sellers

And

Jill Caffey

P.O. Box 3081

La Pine, OR 97739

Purchaser

After recording return to:

Marcus M. Henderson

ASPELL, HENDERSON & ASSOCIATES

122 South Sixth Street

Klamath Falls, OR 97601

Until requested otherwise, send all tax statements to:

Gregory Toepfer and Cindy Toepfer

P.O. Box 2872

La Pine, OR 97739

Returned at Counter

STATE OF OREGON)
)ss:
 COUNTY OF DESCHUTES)

We, Gregory Toepfer and Cindy Toepfer, being first duly sworn, depose, and say and certify that:

1. Gregory Toepfer and Cindy Toepfer, as Sellers, and Jill Caffey, as Purchaser made and entered into a contract for the sale of land, which contract was dated April 8, 2010, and recorded on April 8, 2010 in the real property records of Klamath County, Oregon, as instruments No. 2010-004311, covering the following described real property situate in the above mentioned county and state, to wit:

A parcel of land situated in the N ½ NW 1/4 SW 1/4 of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the West Quarter corner of said Section 16, thence South along the West line of said Section 16, a distance of 312.0 feet to the Northwest corner of parcel described in deed volume M69 Page 6733, Records of Klamath County, Oregon; thence East along the North line of said parcel a distance of 312.0 feet to the Northeast corner thereof; Thence North along the West line of parcel described in deed volume M66 Page 9785, a distance of 312.0 feet to the North line of the Northwest 1/4 SW 1/4 of said Section 16; thence West along said North line a distance of 312.0 feet to the point of beginning. Saving and excepting the North 30 feet reserved for roadway.

2. There was a default by the Purchaser, the Purchaser's successor in interest, or other person owing an obligation, the performance of which was required by the Contract, with respect to provisions therein permitting forfeiture in the event of default of such provisions. The default of the Purchaser under the terms of the Contract was not cured within the time provided by law. The Contract has been and hereby is declared forfeited. The Seller gave notice to the Purchaser as required by law. A copy of the notice and proof of mailing of the same is attached hereto.

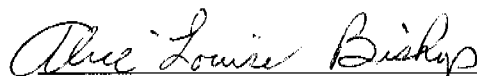
I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

Dated: 10/14/15


Gregory Toepfer

SUBSCRIBED and sworn to before me this 14th day of October, 2015 by Gregory Toepfer.



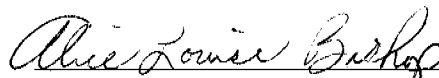

NOTARY PUBLIC
My Commission Ex: June 20, 2018

Dated: 10-14-15


Cindy Toepfer

SUBSCRIBED and sworn to before me this 14th day of October, 2015 by Cindy Toepfer.




NOTARY PUBLIC
My Commission Ex: June 20, 2018

2015-011625

Klamath County, Oregon



00177646201500116250040041

10/22/2015 03:32:01 PM

Fee: \$57.00

NOTICE OF DEFAULT AND OF PENDING FORECLOSURE

RE: Contract by and between

Gregory Toepfer and Cindy Toepfer
P.O. Box 2872
La Pine, OR 97739

Sellers

And

Jill Caffey
P.O. Box 3081
La Pine, OR 97739

Purchaser

After recording return to:

Marcus M. Henderson
ASPELL, HENDERSON & ASSOCIATES
122 South Sixth Street
Klamath Falls, OR 97601

Returned at Counter

Reference is made to that certain contract for the sale of land by and between Gregory and Cindy Toepfer, as the Sellers, and Jill Caffey, as the Purchaser, dated April 8, 2010, recorded on April 8, 2010, in the records of Klamath County, Oregon, as instrument No. 2010-004311, covering the following described real property, situate in the above mentioned county and state, to wit:

See Attached Exhibit 'A'

There is a default by the purchaser, the purchaser's successor in interest, or other person owing an obligation, in performance of which is required by the contract, with respect to provisions therein which permit forfeiture in the event of default of such provisions. The default by virtue of which this forfeiture is declared is as follows:

40 payments of \$186.81 from June 1, 2013 to October 8, 2015	\$7,472.40
40 late fees of \$9.34	<u>373.60</u>
TOTAL DUE	\$7,846.00

By reason of the default, the contract will be forfeited if the Purchaser does not cure the default. The date after which the contract will be forfeited is December 22, 2015. This date affords the Purchaser a period of time to cure the default which is not less than 60 days, if the Purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price.

NOTICE IS HEREBY GIVEN that the Contract will be forfeited, and that an affidavit evidencing such forfeiture will be recorded in accordance with ORS 93.930, unless the default complained of is cured on or before the date specified.

This notice of default shall be served pursuant to ORCP 7D(2), and 7D(3), or by both first class and certified mail with return receipt requested, to the last known address of the Purchaser, occupants of the property, and to any person who has caused to corrected filed a duly acknowledged request for a copy of any

Notice of Default, or to the legal representative of any such persons. Notices served by mail are effective when mailed.

A copy of this notice, together with one or more affidavits of service or mailing thereof, reciting the dates of service or mailing and the name and address of each person to whom a copy of the notice was mailed or served, shall be recorded in the real property records of Klamath County, and such recording shall constitute constructive notice to all third persons of the pending forfeiture described herein. Should no declaration of forfeiture based upon the notice and affidavit be recorded within one year after the time for cure of the default, and should no extension of time for cure executed by the Seller be received, this notice and its corresponding affidavit shall not be effective for any purpose, nor shall it impart and constructive or other notice to third persons acquiring an interest in the Purchaser's interest in the Contract or the property or any portion of either. Any extension of time to cure, executed by the Seller shall be recorded in the same manner as the original notice and its corresponding affidavit.

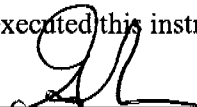
This notice shall conclusively be presumed to be adequate, and the statements contained herein correct, unless one or more recipients of this notice notifies the Seller or the Seller's attorney, by registered or certified mail, that such recipient claims the right to a longer period of time in which to cure the default.

Subject to the procedure requirements of the Oregon Rules of Civil Procedure, an action may be instituted to appoint a receiver or to obtain a temporary restraining order during forfeiture under the Contract mentioned herein, except that a receiver shall not be appointed if the such property is a single family residence which is occupied at the time this notice is given, as the principle residence of the Purchaser, the Purchaser's spouse, or the Purchaser's minor dependent children.

In construing this notice, the singular includes the plural, the word "Purchaser" includes any successor in interest to the Purchaser, as well as any other person owing an obligation, the performance of which is required by the Contract, and the word "Sellers" includes any successor in interest to the Sellers.

IN WITNESS WHEREOF, The Seller has executed this instrument.

DATED: 10/14/15

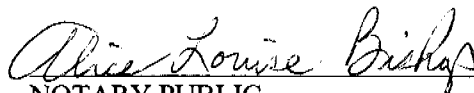

Gregory Toepfer


Cindy Toepfer

Deschutes

~~KLAMATH~~ COUNTY)
)ss:
STATE OF OREGON)

SUBSCRIBED and sworn to before me this 14th day of October, 2015 by Gregory Toepfer and Cindy Toepfer.


NOTARY PUBLIC
My Commission Ex: June 20th 2015 (alt)

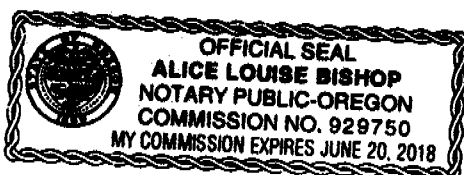


EXHIBIT 'A'

A parcel of land situated in the N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the West Quarter corner of said Section 16, thence South along the West line of said Section 16, a distance of 312.0 feet to the Northwest corner of parcel described in deed volume M69 Page 6733, Records of Klamath County, Oregon; thence East along the North line of said parcel a distance of 312.0 feet to the Northeast corner thereof; Thence North along the West line of parcel described in deed volume M66 Page 9785, a distance of 312.0 feet to the North line of the Northwest $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 16; thence West along said North line a distance of 312.0 feet to the point of beginning. Saving and excepting the North 30 feet reserved for roadway.

AFFIDAVIT OF MAILING	
RE: Contract by and between Gregory Toepfer and Cindy Toepfer P.O. Box 2872 La Pine, OR 97739 <p style="text-align: right;">Sellers</p>	
<p style="text-align: center;">And</p> Jill Caffey P.O. Box 3081 La Pine, OR 97739 <p style="text-align: right;">Purchaser</p>	

STATE OF OREGON)
)ss:
COUNTY OF KLAMATH)

I, Sandra Hoskins, being duly sworn do depose and say:

1. I am a legal adult, over the age of 18 years.

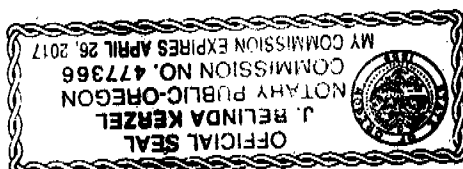
2. On October 22, 2015, I caused to be served on Jill Caffey a true certified copy of the NOTICE OF DEFAULT AND OF PENDING FORECLOSURE, by placing same in a sealed envelope addressed to Jill Caffey, P.O. Box 3081, La Pine, OR 97739 and mailed via first class mail and certified mail, return receipt requested, with sufficient postage affixed thereto and deposited in the post office at Klamath Falls, Oregon.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

DATED: October 22, 2015

Sandra Hoskins
Sandra Hoskins

Sworn to and subscribed before me this 22nd day of October, 2015.



J. B. Kenzel
Notary Public
My Commission Expires: 4.26.17