

2016-004937

Klamath County, Oregon



00186433201600049370040046

05/12/2016 01:56:51 PM

Fee: \$57.00

Returned at Counter

AFTER RECORDING RETURN TO:

Scott D. MacArthur  
Scott D. MacArthur, P.C.  
125 S. 6th Street  
Klamath Falls, OR 97601

**AFFIDAVIT OF MAILING NOTICE OF DEFAULT**

STATE OF OREGON           )  
  ) ss  
County of Klamath         )

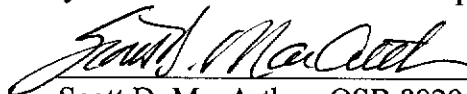
I, SCOTT D. MACARTHUR, under oath, state as follows:

1. Attached as Exhibit "A" is a true and correct copy of 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 people at the last known addresses indicated:

Mari Marmolejo-Gibbens  
Jonathan R. Gibbens  
173 Rosewood Drive, NW  
Salem, OR 97304

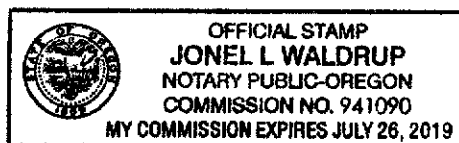
Mari Marmolejo-Gibbens  
Jonathan R. Gibbens  
5845 Skyline Road South  
Salem, OR 97306

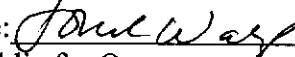
4. Attached as Exhibit "B" is a copy of the Certified Mail Receipt for each of the addresses named in item 3 above.
5. I make this affidavit as attorney for and on behalf of RVI Properties, Inc.

  
\_\_\_\_\_  
Scott D. MacArthur, OSB 892960  
Of Attorneys for Sellers

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of May, 2016  
by Scott D. MacArthur.

(S E A L)



Before me:   
\_\_\_\_\_  
Notary Public for Oregon  
My Commission Expires: 7/26/19

## 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 RVI PROPERTIES, INC., as Seller, and Mari Marmolejo-Gibbens and Jonathan R. Gibbens, as Purchasers, which agreement was signed and entered into on February 3, 2015, without a memorandum having been recorded by a county recording officer.

2. **Property.** The property which is subject of the contract covers that certain real property situated in Klamath County, Oregon, and which is more particularly described as follows:

Lot 12, Block 96, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66, PLAT 4, Klamath County, Oregon.

3. **Nature of Default.** Pursuant to the Contract, paragraph 2, Buyer shall have no right to cut or harvest any trees over 4" in diameter. You have cut down trees over 4" in diameter in violation of paragraph 2. Pursuant to your agreement, paragraph 3b, Buyer will not be allowed to move on to the property until a legal and proper septic system is installed. In accordance with the letter of February 10, 2016 from Klamath County Code Enforcement, attached hereto as Exhibit "A" you are in violation of paragraph 3b.

4. **Amount of Default.** Pursuant to the Contract, paragraph 5(2) Seller has declared the whole unpaid principal balance of said purchase price with interest thereon at once due and payable.

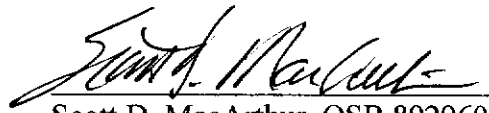
5. **Date Contract Will be Forfeited.** The Contract will be forfeited if the default is not cured by (60 DAYS FROM TODAY'S DATE).

6. **How to Cure Default.** The default will be cured if by July 13, 2016, the whole unpaid principal balance of said purchase price with interest thereon is paid.

7. **Name and Address of Attorney for Seller.**

Scott D. MacArthur, Scott D. MacArthur, P.C., 125 S. 6th Street, Klamath Falls, OR 97601

8. **Date Notice Mailed.** This notice is being deposited in both first-class and certified mail with return receipt requested, on May 12, 2016.



Scott D. MacArthur, OSB 892960  
Of Attorneys for Sellers

*Exhibit "A" to Affidavit of Mailing*



## **KLAMATH COUNTY CODE ENFORCEMENT**

305 Main Street, Klamath Falls OR 97601

(541) 883-5121 # 5 or (800) 378-1304

Fax (541) 885-3644

February 10, 2016

Code Case 483-16-000076-NVST

Mari Marmolejo-Gibbens

Jonathon R Gibbens

173 Rosewood Dr. NW

Salem Or. 97304

RE: R-3711-026A0-03700-000 / Peccary property

Mr. and Mrs. Gibbens,

I received a written complaint and completed a site visit in the past. I noted a camp trailer set up and structures that are being built. There are no permits on file for any structures. You must contact the Klamath County Planning Dept. and file a site plan prior to building. A residence is required in order to have accessory structures on the property. Camping is also taking place at this property.

### **Article 82.010 – PURPOSE**

The purpose of this article is to establish standards for camping on private property, which is allowed in all zones.

Camping is the occupancy of private property within a tent, tent-trailer, shelter, vehicle, or recreational vehicle not within an authorized/designated camping facility.

### **Article 82.020 – STANDARDS**

Camping is allowed for not more than 120 days in a calendar year. The camp must be in full compliance with all applicable health and sanitation regulations.

All construction must stop. If you intend to continue to build, a site plan is required to be submitted within 15 days from the date of this letter to the Klamath County Planning department.

Your cooperation is appreciated and it will delay any further actions, which will include a citation from this department.

Please call me at (541) 851-3670 with any questions.

Thank you in advance,

Earl H Perry

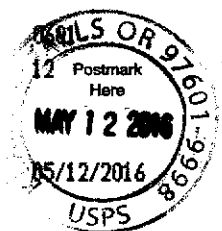
Code Enforcement Officer

Klamath County Oregon

[eperry@co.klamath.or.us](mailto:eperry@co.klamath.or.us)

*Exhibit "A" to Notice of Default*

7015 0640 0001 8547 7591

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
SALENO 97306 OFFICIAL USE	
Certified Mail Fee	\$3.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.70
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	N/A
Postage	\$0.47
Total Postage and Fees	\$6.47
	
Sent To <i>Mari Marmalego-Gibbens &amp; Johnathon Gibbens</i> Street and Apt. No., or PO Box No. <i>2048 Kylee Road South</i> City, State, ZIP+4® <i>Jalcom OR 97306</i>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

7015 0640 0001 8547 7584

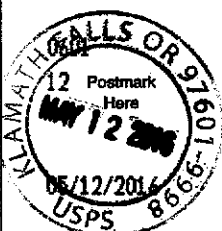
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at <a href="http://www.usps.com">www.usps.com</a>	
SALENO 97304 OFFICIAL USE	
Certified Mail Fee	\$3.30
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$2.70
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	N/A
Postage	\$0.47
Total Postage and Fees	\$6.47
	
Sent To <i>Mari Marmalego-Gibbens &amp; Johnathon Gibbens</i> Street and Apt. No., or PO Box No. <i>173 Rosewood Drive NW</i> City, State, ZIP+4® <i>Jalcom OR 97304</i>	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

Exhibit "B" to affidavit of mailing