

Returned at Counter

2018-004966

Klamath County, Oregon



00221148201800049660060067

04/23/2018 03:01:51 PM

Fee: \$67.00


AFTER RECORDING RETURN TO:  
Scott D. MacArthur, OSB 892960  
Scott D. MacArthur, P.C.  
125 S. 6<sup>th</sup> 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 by ORS 90.905(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:  
  
James Edward Steger  
P.O. Box 1103  
Chiloquin, OR 97624
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 Frederick Liljenberg, Jr., and June S. Liljenberg.

  
Scott D. MacArthur, OSB 892960  
Of Attorneys for Sellers

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of April, 2018, by Scott D. MacArthur.



Before me:   
Notary Public for Oregon  
My Commission Expires: 10/12/19

## 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 Frederick Liljenberg, Jr., and June S. Liljenberg, as seller, and James Edward Steger, as purchasers, which agreement was signed and entered into on April 6, 2011, 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:

That portion of Government Lots 6 and 8 in Section 34, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which is N 59 degrees 30' W 176.3 and S 47 degrees 21' W 453 feet from the Southwest corner of Block 11 of West Chiloquin, Klamath County, Oregon; thence S 47 degrees 21' W 50 feet; thence N 42 degrees 39' W 200 feet; thence N 47 degrees 21' E 50 feet; thence S 42 degrees 39' E 200 feet to the point of beginning known as Tract 104, unrecorded plat of Spinks Subdivision as shown on Survey #1142 on file in the Klamath County Surveyor's office.

Subject to covenants, condition, restrictions, easement, reservations, rights, rights of way and all matters appearing of record.

3. **Nature of Default.** Pursuant to the Contract, Paragraph 9.1(1), failure to make the payments required or any of them, punctually within 30 days of the time limited therefore. Payments of \$623.63 per month, together with property taxes.

Pursuant to Paragraph 9.1(2), failure to perform any other obligations contained in the Contract, punctually within 30 days after notice from seller specifying the nature of the default. Notice of Cancellation of Insurance for failure to maintain insurance on the property in violation of Paragraph 5 of the Contract.

4. **Amount of Default.** Pursuant to the Contract, Paragraph 9.2, Seller has declared he 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 June 25, 2018, 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. 6<sup>th</sup> Street, Klamath Falls, OR 97601.

8. **Date Notice Mailed.** This notice is being deposited both first-class and certified mail with return receipt requested on April 23, 2018.



Scott D. MacArthur, OSB 892960  
Of Attorneys for Sellers

Unofficial  
Copy

# Scott D. MacArthur, P.C.

125 S. 6th Street • Klamath Falls, OR 97601 • (541) 851-0571 • Fax: (541) 205-6655

March 20, 2018

James Edward Steger  
P.O. Box 1103  
Chiloquin, OR 97624

RE: Contract Purchase of property from Frederick Liljenberg and June S. Liljenberg

Dear Mr. Steger:

This is to advise that I have been retained by Frederick Liljenberg and June S. Liljenberg regarding the purchase and sale of real property located at 225 HWY 422 South, Chiloquin, OR 97624.

Your contract states that you are in default of the terms of the contract:

1. Pursuant to Paragraph 9.1(1) If you fail to make the payments required, or any of them, punctually within 30 days of the time limited therefore.
2. Pursuant to Paragraph 9.1 (2) If you fail to perform any other obligations contained in the contract, punctually within 30 days after notice from seller specifying the nature of the default.

Pursuant to the Contract, payment are due each month in the amount of \$632.63 per month, together with property taxes. You failed to make the March 2018 payment together with the property tax impound. You have also received a Notice of Cancellation from State Farm insurance for failure to maintain insurance on the property in violation of paragraph 5 of the Contract.

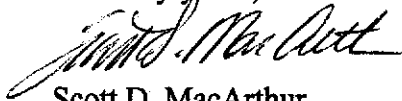
I am writing to you at this time to advise you that if payments are not made current and the insurance reinstated within thirty (30) days of the date of this letter that I have been instructed to initiate proceedings consistent with paragraph 9.2. If foreclosure or forfeiture is commenced, my client will be accelerating the full balance due and also be entitled to the costs of foreclosure or forfeiture, should you thereafter elect to bring the balance current.

If Mr. & Mrs Liljenberg have accepted late payments in the past and by doing so have waived the "time is of the essence" clause of the agreement, by this letter I am expressly reinstating that clause and demanding that payment be brought current and the insurance lapse be cured within thirty days or further proceedings will be instituted.

I would appreciate your contacting my office directly to provide proof of compliance as required by the contract. Once again, I must advise you, that if final payment as required by the contract is not made within thirty (30) days, that I will begin foreclosure or forfeiture proceedings.

I hope to hear from you soon.

Sincerely yours,



Scott D. MacArthur

SM:sdm

cc: Frederick Liljenberg, P.O. Box 613, Chiloquin, OR 97624-0613

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U.S. Postal Service™  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our web site at [www.usps.com](http://www.usps.com)

CHILQUIN, OR 97624

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<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	\$0.00

Postage	\$0.50
Total Postage and Fees	\$6.70

Sent To James Edward Steger  
Street and Apt. No., or PO Box No. P.O. Box 1103  
City, State, ZIP+4® Chiloquin, OR 97624

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



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