

Returned at Counter

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

2018-007587

Klamath County, Oregon



06/25/2018 11:05:42 AM

Fee: \$97.00

**AFFIDAVIT OF MAILING NOTICE OF DEFAULT**

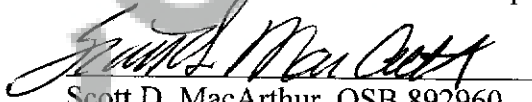
STATE OF OREGON            )  
  ) ss.  
County of Klamath         )

I, Scott D. MacArthur, under oath state as follows:

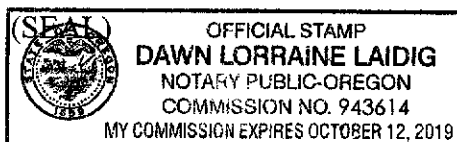
1. Attached as Exhibit "A" is a true and correct copy of Notice of Default pertaining to the contract described therein (Contract)
2. The Contract contains a "forfeiture remedy" as defined by ORS 90.905(2).
3. The Notice of Default was mailed by both first-class and by certified mail with return receipt requested to the following people at the last known addresses indicated:

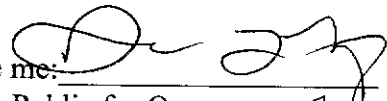
Keith P. Trujillo  
2437 Garden Avenue  
Klamath Falls, OR 97601

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 Pacific Service Corp.

  
Scott D. MacArthur, OSB 892960  
Of Attorneys for Sellers

The foregoing instrument was acknowledged before me this 25th day of June, 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 Pacific Service Corp, as seller, and Keith P. Trujillo, as purchaser, which agreement was signed and entered into on March 20, 2017, 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 40, Block 97, KLAMATH FALLS FOREST ESTATES, HIGHWAY 66 UNIT, PLAT No. 4, Klamath County, Oregon.

3. **Nature of Default.** Pursuant to the Contract, Paragraph 3(b), "Buyer will not be allowed to move onto the property until a legal and proper septic system is installed.

Pursuant to Paragraph 18, failure to perform any obligations contained in the Contract, with reasonable notice from seller specifying the nature of the default will result in a forfeiture. Letter of April 23, 2018 attached provided reasonable notice to purchasers.


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 August 30, 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 June 25, 2018.

  
Scott D. MacArthur, OSB 892960  
Of Attorneys for Sellers

*Scott D. MacArthur, P.C.*

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

April 23, 2018

Keith P. Trujillo  
2437 Garden Avenue  
Klamath Falls, OR 97601

RE: Purchase of Lot 40, Block 97, Klamath Falls Forest Estates, Highway 66,  
Plat 2 Klamath County, Oregon, from Pacific Service Corp.

Dear Mr. Trujillo:

This is to advise that I have been retained by Pacific Service Corp regarding the purchase and occupancy of the above described real property in Klamath County, Oregon..

The information provided by Matt Romig and Pacific Service Corp., indicates that you are in violation of your agreement to purchase the property.

First, 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. I am informed that you have placed two trailers and constructed a green house on the property in violation of paragraph 3b.

Secondly, pursuant to the purchase agreement, you are required to make payments of \$193.83 per month, beginning March 20, 2017. It is my understanding that you have failed to make any payment since June 20, 2017.

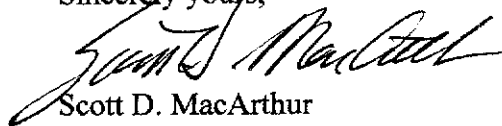
I am writing to you at this time to advise you that pursuant to paragraph 18, Pacific Service Corp., has declared you in default and that this letter constitutes "reasonable notice" that Pacific Service Corp., will within sixty (60) days of the date of this letter, if the property is not paid for in full, initiate a forfeiture proceeding, and divest you of any interest you may have in the property, pursuant to ORS 93.905 et seq. If forfeiture is commenced, my client will be entitled to the costs of forfeiture, should you thereafter elect to pay the balance in full, pursuant to paragraph 6 of the purchase agreement.

I would appreciate your contacting this office directly to provide proof of full compliance with the terms of the purchase agreement, within the next thirty days. Once again, I must advise you, that if you fail to cure the defaults within sixty (60) days, that I

will begin forfeiture proceedings.

I hope to hear from you soon.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Scott D. MacArthur", written over the typed name.

Scott D. MacArthur  
Attorney at Law

CC: Pacific Service Corp.

Unofficial  
Copy