

2020-002592

Klamath County, Oregon

03/02/2020 12:22:25 PM

Fee: \$132.00

Re: Contract by and between:

Swan Lake Moulding Company
PO Box 428
Klamath Falls, OR 97601

“Seller”

and

Michael and Katherine Voight
2545 Watson Street
Klamath Falls, OR 97601

“Purchaser”

After recording, return to:

Melisa K. Thompson, Attorney
c/o Cosgrave Vergeer Kester LLP
900 SW Fifth Avenue
24th Floor
Portland, OR 97204

NOTICE OF DEFAULT AND OF PENDING FORFEITURE

Reference is made to that certain contract for the sale of land, as amended, by and between Swan Lake Moulding Company, an Oregon corporation, as the Seller and Michael and Katherine Voight as the Purchaser, dated August 31, 2016, memorialized by a Memorandum of Contract of Sale, recorded in Klamath County as instrument number 2016-009328, an Amended Contract of Sale, dated February 28, 2018, memorialized by an Amended Memorandum of Contract, recorded in Klamath County as instrument number 2018-003895, and a Second Amendment to Contract of Sale, dated February 28, 2019, memorialized by a Second Amendment to Memorandum of Contract, recorded in Klamath County as instrument number 2019-001932 (the original contract and all amendments collectively referred to as the “Contract”).

The Contract covers property commonly known as 3225 South 6th Street, city of Klamath Falls, county of Klamath, state of Oregon, and more particularly described as:

Parcel 2 of Land Partition 23-08 being a replat of Lot G, SUBDIVISION OF ENTERPRISE TRACT 24 and other property situated in the NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

There is a default by the Purchaser, the Purchaser’s successor in interest, or other person owing an obligation, the 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:

- A. Failure to make monthly payments of \$1,800.00 plus a service fee in the amount of \$5.00 due by the 15th of each month, for the months of July 2019 through January 2020 and thereafter, until the contract requires payment of the full remaining balance on March 1, 2020;
- B. Late fees on the above payments for July 2019 through January 2020;
- C. Failure to pay the 2019-2020 Klamath County property taxes in the amount of \$3,239.49 due on November 15, 2019; and
- D. Failure to maintain insurance covering the property as required per the Contract.

Due to said defaults the Seller has declared the following sums due:

- 1. Principal balance in the amount of \$257,127.38, plus late fees of \$175.00;
- 2. Interest in the amount of \$9,219.79 to 2/11/2020 and \$42.27 per diem thereafter;
- 3. Insurance premium in the amount of \$1,957.00; and
- 4. Failure to pay property taxes in the amount of \$3,239.49.

The total amount due is \$271,628.63.

By reason of the default, the contract will be forfeited if the Purchaser does not cure the default. The date after which one the contract will be forfeited is **April 20, 2020**. This date affords the Purchaser a period of time to cure the default which is not less than: (a) sixty days, if the Purchaser has reduced the unpaid balance to an amount greater than 75 percent of the purchase price; (b) ninety days, if the Purchaser has reduced the unpaid balance to an amount which is more than 50 percent but less than 75 percent of the purchase price; or (c) one hundred twenty days, if the Purchaser has reduced the unpaid balance to an amount which is 50 percent or less 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, occupant(s) of the property, and to any person who has caused to be correctly filed a duly acknowledged request for a copy of any notice of default, or to the legal representative of any of 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 each county in which any part of the property is located, 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 recorded, this notice and its corresponding affidavit shall not be effective for any purpose, nor shall it impart any 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 for 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 procedural 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 subject property is a single-family residence which is occupied at the time this notice is given, as the principal 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 "seller" includes any successor in interest to the Seller.

{Signature appears on following page}

IN WITNESS WHEREOF, the Seller has executed this instrument. If Seller is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its Board of Directors.

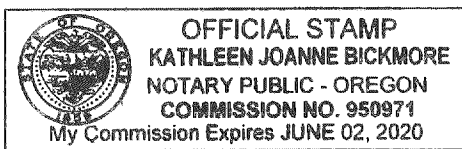
Dated: 2/10/2020

SWAN LAKE MOULDING COMPANY

Terry Schooggin
By: TERRY SCHOOGGIN
Its: PRESIDENT

State of Oregon }
County of Klamath } ss

This instrument was acknowledged before me on Feb 10,, 2020, by Terry Schooggin, proven to me to be the President of Swan Lake Moulding Company.



Kathleen Bickmore
Notary Public for Oregon
My commission expires June 02, 2020.

Re: Contract by and between:

Swan Lake Moulding Company
PO Box 428
Klamath Falls, OR 97601
“Seller”

and

Michael and Katherine Voight
2545 Watson Street
Klamath Falls, OR 97601
“Purchaser”

After recording, return to:

Melisa K. Thompson, Attorney
c/o Cosgrave Vergeer Kester LLP
900 SW Fifth Avenue
24th Floor
Portland, OR 97204

AFFIDAVIT OF SERVICE

I, Melisa K. Thompson, being first duly sworn, depose, say and certify that, at all times hereinafter mentioned I was and now am a competent person over the age of eighteen years. I, the undersigned, caused to be served by mail, the attached Notice of Default and of Pending Forfeiture (the “Notice”) by mailing a copy thereof by both first class and certified mail with return receipt requested to each of the following named persons at their respective last known addresses, to-wit:

Michael and Katherine Voight
2545 Watson Street
Klamath Falls, OR 97601

Michael and Katherine Voight
3225 South 6th Street
Klamath Falls, OR 97603

Occupant
3225 South 6th Street
Klamath Falls, OR 97603

These persons include (a) the purchaser, (b) any successor in interest to the purchaser whose interest appears of record or of whose interest I have actual notice, (c) any occupant of the property, and (d) any person requesting notice as required by ORS 93.915(1)(c).

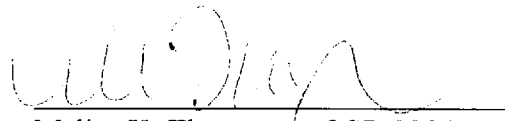
The Notice pertains to the contract for the sale of land by and between Swan Lake Moulding Company, an Oregon corporation, as the seller and Michael and Katherine Voight, as the purchaser, dated August 31, 2016, memorialized by a Memorandum of Contract of Sale,

recorded in Klamath County as instrument number 2016-009328, an Amended Contract of Sale, dated February 28, 2018, memorialized by an Amended Memorandum of Contract, recorded in Klamath County as instrument number 2018-003895, and a Second Amendment to Contract of Sale, dated February 28, 2019, memorialized by a Second Amendment to Memorandum of Contract, recorded in Klamath County as instrument number 2019-001932 (the original contract and all amendments collectively referred to as the "Contract").

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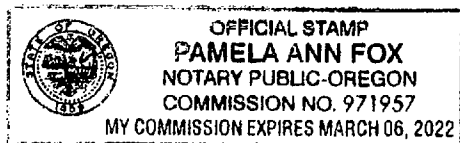
Parcel 2 of Land Partition 23-08 being a replat of Lot G, SUBDIVISION OF ENTERPRISE TRACT 24 and other property situated in the NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

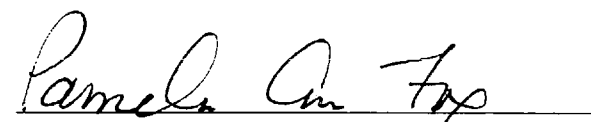
As used herein, the singular includes the plural, "seller" and "purchaser" include their respective successors in interest, if any, and "person" includes corporation and any other legal or commercial entity.


Melisa K. Thompson, OSB 090415

State of Oregon }
 } ss
County of Multnomah }

This instrument was acknowledged before me on February 18, 2020, by Melisa K. Thompson.




Notary Public for Oregon
My commission expires 3-6-2022

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Michael & Katherine Wright
3225 South 6th Street
Klamath Falls OR 97603



9590 9402 5710 9346 9400 11

2. Article Number (Domestic Mail)
7018 1130 0000 1018 B52b

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Sandy Howard ☒ Agent
B. Received by (Printed Name) ☐ Addressee
Sandy Howard C. Date of Delivery *7/20*

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☒ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5710 9346 9400 11

MARKT 4900-6

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box*

COSGRAVE VERGEEER KESTER
RECEIVED
Cosgrave Vergeer Kester LLP
900 SW Fifth Avenue, 24th Floor
Portland, OR 97204

FEB 26 2020

NOTED BY SPINDLE
FILED BY

SENDER: COMPLETE THIS SECTION

- ☒ Complete items 1, 2, and 3.
- ☒ Print your name and address on the reverse so that we can return the card to you.
- ☒ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Occupant
3225 South 6th Street
Klamath Falls OR 97603

9590 9402 5710 9346 9400 80



2. Article Number (Transfer from service label)

70JA 1130 0000 10JA 85L9

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature		☐ Agent
B. Received by (Printed Name)		☐ Addressee
C. Date of Delivery		
D. Is delivery address different from item 1? ☐ Yes if YES, enter delivery address below: ☒ No		

3. Service Type	
☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☒ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over \$500)	

Domestic Return Receipt

USPS TRACKING #



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 5710 9346 9400 80

United States
Postal Service

* Sender: Please print your name, address, and ZIP+4® in this box.*

WKT 4900-6

Cosgrave Vergeer Kester LLP
900 SW Fifth Avenue, 24th Floor
Portland, OR 97204

FEB 26 2020

NOTED BY _____ SPINDLE _____
FILED BY _____