

AFFIDAVIT OF FORFEITURE

STATE OF OREGON)
) ss.
 County of Lane)

I, FRANK C. GIBSON, being first duly sworn, depose and say as follows:

1. I am one of the attorneys for Sellers under that certain land sale contract, dated November 25, 1981, wherein Bert E. Davis and Iola M. Davis are Sellers and Timothy G. Wakefield and Rosemarie Wakefield are Buyers, pertaining to the following-described real property:

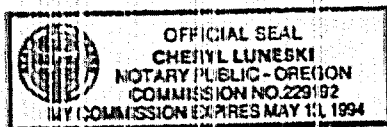
E 1/2 NW 1/4, NW 1/4 NE 1/4, N 1/2 NW 1/4 SW 1/4 NE
 1/4, Section 30, Township 24 South, Range 7 East of the
 Willamette Meridian, Klamath County, Oregon.


2. Notice of Default was given to the Buyers and to the Director of the State of Oregon Employment Division on June 11, 1990. A true and accurate copy of the Notice of Default is attached hereto as Exhibit 1, and a true and accurate copy of the proof of the June 11, 1990 mailing is attached hereto as Exhibit 2. Proof of my June 21, 1990 mailing of the Notice of Default to the Director of the Oregon Department of Revenue is attached hereto as Exhibit 3.

3. The default of the Buyers under the terms of the above-referenced land sale contract was not cured on or before October 9, 1990, as required in the Notice of Default and by ORS 93.915. Therefore, pursuant to ORS 93.905 *et seq*, the interests in the subject real property of the Buyers, and of all persons claiming through the Buyers who were given notices as set forth above, are hereby forfeited. All sums previously paid under the land sale contract by or on behalf of the Buyers shall belong to Sellers. All of the rights of Buyers to all improvements made to the subject real property, as of the date this Affidavit is recorded, shall be forfeited to Sellers. Sellers shall be entitled to possession of the subject real property on the 10th day after the date this Affidavit is recorded.


 Frank C. Gibson

SUBSCRIBED AND SWORN to before me this 10th day of October, 1990.




 NOTARY PUBLIC FOR OREGON
 My Commission expires: 5-13-94

20667
12358

NOTICE OF DEFAULT

TO: Mr. Timothy Wakefield
PO Box 189
Crescent, OR 97733

Ms. Rose Marie Wakefield
1830 S.W. 21st
Redmond, OR 97756

YOU ARE HEREBY NOTIFIED, pursuant to ORS 93.905 et seq., that you are in default of that certain Land Sale Contract, dated November 25, 1981, wherein BERT E. DAVIS and IOLA M. DAVIS are Sellers and TIMOTHY G. WAKEFIELD and ROSE MARIE WAKEFIELD are purchasers, which land sale contract pertains to the following-described real property:

E 1/2 NW 1/4, NW 1/4 NE 1/4, N 1/2 NW 1/4 SW 1/4
NE 1/4, Section 30, Township 24 South, Range 7 East of
the Willamette Meridian, Klamath County, Oregon.

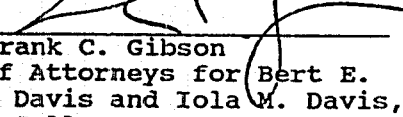
Nature of Default: (1) Failure to pay when due balance of the purchase price for the subject real property, and (2) failure to pay real property taxes on the subject real property.

Amount of Default: \$35,531.01, plus per diem interest of \$5.36 from and including June 12, 1990.

Unless the whole of the above-stated Amount of Default, together with the Sellers' attorney fees in the amount of \$350, and title search costs in the amount of \$277, are paid in full on or before October 9, 1990, your interest in the subject real property, and the interest of anyone claiming through you, will be forfeited.

DATED this 11th day of June, 1990.

CASS, SCOTT, WOODS & SMITH

By 
Frank C. Gibson
Of Attorneys for Bert E.
Davis and Iola M. Davis,
Sellers

STATE OF OREGON.
County of Klamath ss.

Filed for record at request of:

Frank C. Gibson
on this 12th day of June, A.D. 19 90
at 11:42 AM. and duly recorded
in Vol. 1 of 1990 of 1990 Page 12357
R. Lynn B. B. County Clerk
Fee, \$13.00
INDEXED
D. L.

101. East Broadway, Suite 200
Eugene, OR 97401
(503) 687-1515

EXHIBIT 1