

AFFIDAVIT OF MAILING

I am over the age of 18 (eighteen) years, and, on June 6th 2003,
I mailed two copies of the Notice of Default and of Pending Forfeiture, a copy of which
is attached, to the addressee set forth below, by depositing two copies enclosed in
separate postpaid wrappers, one First Class the other Certified and Return Receipt
Requested, in an official depository under the exclusive care and custody of the United
States Postal Service, in Central Point, Jackson County, Oregon, addressed as follows:

Robert and Patricia Mitchell
PO Box 86
Sprague River, OR 97639

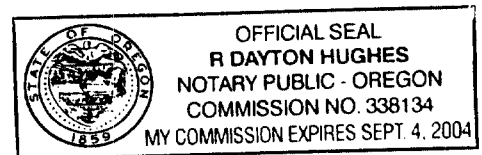
Cecily Buz
Signature

6-6-03
Dated

Signed and Sworn to before me this 6 day of June, 03.

[Signature]
Notary Public in and for the State of Oregon

Residing at: Medford OR
My Appointment Expires: Sept 4, 04



State of Oregon, County of Klamath
Recorded 06/10/2003 8:18 a. m.
Vol M03 Pg 39408-10
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

EE

39409



NOTICE OF DEFAULT AND OF PENDING FORFEITURE

RE: Contract by and between

Job's Western, Inc.
916 Victoria Way
Central Point, OR 97502

And

Seller

Robert + Patricia Mitchell
PO Box 816
Sprague River, OR 97639

Buyer

After recording, return to (Name, Address, Zip):

Job's Western, Inc.
916 Victoria Way
Central Point, OR 97502

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____

ss.

I certify that the within instrument was
received for recording on _____,
at _____ o'clock _____ M., and recorded in
book/reel/volume No. _____ on page _____
and/or as fee/file/instrument/microfilm/reception
No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

Reference is made to that certain contract for the sale of land by and between _____

Job's Western, Inc. _____, as the seller,
and Robert and Patricia Mitchell _____, as the purchaser,
dated September 30, 1998 _____, recorded on October 21, 1998 _____, in the Records of
Klamath _____ County, Oregon, in book/reel/volume No. M 98 _____ at page 38477 _____, and/or as
fee/file/instrument/microfilm/reception No. 68275 _____ (indicate which), covering the following described real property
situated in the above mentioned county and state, to-wit:

Lot 9, Block 44, First addition to Klamath Forest Estates, according
to the official plat thereof on file in the office of the County
Clerk of 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 (if the default is in the payment terms, set forth the sum(s) due):

the purchasers have failed to make the \$100 minimum monthly
payments since november of 1999. Since December of 1999 we as
the sellers have added a late fee of \$25 per month, as allowable by contract,
in addition to the 10% per annum interest. The balance owing as of
June 10, 2003 is \$ 7,067.56.

By reason of the default, the contract will be forfeited if the purchaser does not cure the default. The date after which the
contract will be forfeited is September 15, 2003 _____. 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.

(OVER)

39410



Notice hereby is 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 7 D. (2) and 7 D. (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.

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.

Seller

Dated 6/15/03

Seller

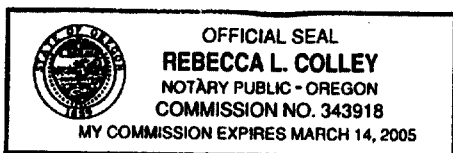
STATE OF OREGON, County of Jackson ss.This instrument was acknowledged before me on 6-5-03
by Gregory A. Bewley

This instrument was acknowledged before me on _____

by _____

as _____

of _____



Notary Public for Oregon

My commission expires 3-14-05