

**NOTICE OF DEFAULT
AND OF PENDING FORFEITURE**

RE: Contract by and between

MICHAEL E. LONG, INC.

Seller

and

KINI COSMA-NELMS

Buyer

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

Michael E. Long, Inc.
P.O. Box 1148
Sherwood, OR 97140

2007-020950

Klamath County, Oregon



00036991200700209500020027

12/14/2007 03:17:11 PM

Fee: \$26.00

Reference is made to that certain contract for the sale of land by and between Michael E. Long, Inc., as the seller, and Kini Cosma-Nelms, as the purchaser, dated October 21, 2005 entered October 21, 2005, in the Records of Circuit Court, Klamath County, Oregon, covering the following described real property situated in the above mentioned county and state, to-wit:

Lot 8, Block 94, Klamath Falls Forest Estate, Highway 66, Plat 4, Klamath County, Oregon

There is a default by the purchaser, 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:

Monthly payments of \$149.75 plus \$2.50 monthly service charge since November, 2005 until present for a total amount due of \$3806.25

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 February 15, 2008. This date affords the purchaser a period of time to cure the default which is not less than: (a) sixty days.

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, and 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 the 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.

Michael E. Long, Inc.

Seller

Dated

12/4/2007

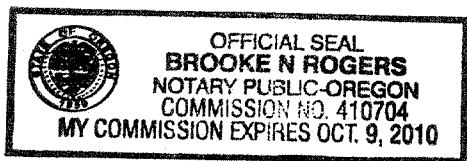
by

Michael E. Long
Michael E. Long, President

STATE OF OREGON, County of Klamath) ss

This instrument was acknowledged before me on 12/4/2007

By Michael E. Long,
as President
of Michael E. Long, Inc.



Brooke N. Rogers
Notary Public for Oregon

My commission expires Oct 9, 2010