

## NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO: GERALD LAMB and VICKI LAMB  
M.P.O. 28L Washougal River Road  
Washougal, WA 98671

You are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

- (a) The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Elsie S. Young, Seller  
3404 Vittoria Way  
Newberg, OR 97132  
(503) 538-8853

Hugh A. Knapp  
Attorney at Law  
430 N.E. Everett Street  
Camas, WA 98607  
(206) 834-4611

- (b) Description of the Contract: Real Estate Contract dated February 25, 1985, executed by Elsie S. Young, as seller, and Gerald Lamb and Vicki Lamb, as purchaser, which Contract or a memorandum thereof was recorded under Auditor's File No. 98969 on February 28, 1985, records of Skamania County, Washington.

## Legal description of the property:

A tract of land in the Southwest Quarter of Section 32, Township Two (2) North, Range Five (5) East of the Willamette Meridian, described as follows:

BEGINNING AT A POINT 1,261.00 feet South from the Northwest corner of the Southwest Quarter of Section 32, Township Two (2) North, Range Five (5) East of the Willamette Meridian; thence South 429.00 feet to the center of the Salmon Falls Road; thence North 47°26'00" East along said center of Salmon Falls Road 666.00 feet; thence West to the point of beginning.

EXCEPT that portion of said premises lying within the right of way of Salmon Falls Road.

- (d) Description of each default under the Contract on which the notice is based:

1. Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below: Monthly installment payment due March 25, 1986.
2. Other defaults: Violation of covenants set forth in Section 6, (d), (e) and (i) of said Real Estate Contract, all as set forth specifically in Paragraph (g) below.

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before July 31, 1986, will result in the forfeiture of the Contract.

FILED FOR RECORD

SKAMANIA CO. WASH

BY *[Signature]*

APR 17 10 05 AM '86

GARY N. OLSON

Recorded  
Indexed  
Filed  
Mailed

(f) The forfeiture of the Contract will result in the following:

1. All right, title and interest in the property of the purchaser and of all persons claiming through the purchaser given this notice shall be terminated;
2. The purchaser's rights under the Contract shall be cancelled;
3. All sums previously paid under the Contract shall belong to and be retained by the seller or other person to whom paid and entitled thereto;
4. All improvements made to the property shall belong to the seller; and
5. The purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, and improvements to the seller ten (10) days after recording of the Declaration of Forfeiture.

(g) The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money, the action(s) required to cure the default:

1. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly installment due March 25, 1986	\$550.00
TOTAL	\$550.00

2. Action required to cure any non-monetary default: Section 6, (d), (e) and (i) of the Real Estate Contract read as follows:

- (d) To make or permit no unlawful or offensive or improper use of said property or any part thereof.
- (e) To keep the said property at all times in as good condition as the same now is, reasonable wear and tear excepted.
- (i) Not to alter or remove the buildings or other improvements on the property without the written consent of the Seller, nor to permit any waste, destruction or damage thereto.

Nature of Non-Monetary Default

Action Required to Cure

a. Destruction of lawn surrounding house	Re-seed to restore to former condition
b. Garbage collected behind mobile home	Remove all garbage from the premises
c. Two (2) porch windows have been removed and boarded up	Replace windows to restore to former condition
d. Interior door in living room has been removed	Replace the door removed

Nature of Non-Monetary DefaultAction Required to Cure

e. Living room rug and rubber pad have been removed

Replace living room rug and pad

f. Wall separating living room from porch has been removed

Replace wall complying with building code

g. Exterior door has been removed and replaced with an interior door

Replace exterior door with an exterior door

h. Porch window has been removed

Replace the porch window

i. Electric wall heater in living room has been removed

Replace electric wall heater

j. Cabinets and counter-top on porch removed

Replace cabinets and counter-top

k. Large window in living room has been broken

Replace or repair broken window

l. Door off hinges in bedroom

Reinstall door properly

(h) The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
1. Cost of Title Report	\$
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 30.00
3. Copying/postage	\$
4. Attorney's fee	\$200.00
5. Long-distance phone charges	\$
6. Late charges	\$
7. Recording fees	\$ 10.00
8.	\$
TOTAL	\$240.00

(i) The total amount necessary to cure the monetary default is the sum of the amounts in (g)1. and (h), which is \$790.00, plus the amount of any payments and late charges which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. Monies required to cure the default may be tendered to Hugh A. Knapp at the following address: 430 N.E. Everett Street, Camas, WA 98607.

(j) The non-monetary defaults specified in Paragraph (g) 2. above may be cured only by performing all "Action Required to Cure" set forth in said Paragraph (g) 2. Such curative action must be accomplished by July 31, 1986.

(k) The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to July 31, 1986.

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A  
FAILURE TO PAY MONEY.

DATED this 16th day of April, 1986.

ELSIE S. YOUNG, Seller

By:

Hugh A. Knapp  
Hugh A. Knapp, Of Knapp, O'Dell  
& Knapp, Attorneys for Seller  
430 N.E. Everett Street  
Camas, WA 98607  
(206) 834-4611