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FILED FOR RECORD
SKAMANIA CO. WASH
BY E. THOMPSON REYNOLDS

BOOK 101 PAGE 61

MAY 6 4 22 PM '86
D. New, Dep.
AUDITOR
GARY M. OLSON

NOTICE OF INTENT TO FORFEIT
PURSUANT TO RCW 61

TO: Harold Vandenberg and Betsy Vandenberg
P.O. Box L
Stevenson, WA 98648

AND TO:

The State of Washington Dept. of Revenue
Olympia, WA 98504

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) Seller's Name: George A. Gruber and Nancy Gruber,
husband and wife

Address: 282 East 100 South
Alpine, Utah 84003

Telephone No: 801-756-9203

Seller's Agent

or Attorney: E. Thompson Reynolds

P.O. Box 1478

White Salmon, WA 98672

509-493-2822

(B) Description of the Contract: Real estate contract dated July 3, 1979, executed by George A. Gruber and Nancy Gruber, husband and wife, as seller, and Harold Vandenberg and Betsy Vandenberg, husband and wife, as purchasers, which contract, or a memorandum thereof, was recorded under No. 89530 on September 20, 1979, records of Skamania County, Washington.

(C) Legal Description of the property:

A strip of land 6 1/2 feet in width off the north side of Lot 19 and all of Lot 20, Block 6, Town of Stevenson, according to the plat thereof recorded in Book A, Page 11, Skamania County Plat records.

(D) Description of each default under the contract in

which the notice is based:

Registered S
Ind. Xed. Dir S
Abstract S
Filed
Wanted

9-8-36-2-1301

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 payments from November, 1985, to and including May, 1986, in the amount of \$1,389.55 each;

2. Other defaults: Allowing a judgment lien to be placed against the property in favor of the State of Washington.

(E) Failure to Cure all of the defaults listed in (G) and (H) on or before September 1, 1986, will result in the forfeiture of the contract.

(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, 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 or entitled thereto;

4. All improvements made to and unharvested crops on 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, improvements and unharvested crops to the seller on September 11, 1986.

(G) The following is a statement of payments of money in default and for any defaults not involving the failure to pay money, the actions required to clear the default:

1. Monetary delinquencies:

<u>Item</u>	<u>Amount</u>
Contract payments for the months of November, 1985, through and including May, 1986	9,726.85

2. Actions required to cure any non-monetary defaults: Satisfaction of tax lien in favor of State of Washington Department of Revenue, Judgment No. 85-9-00094-1.

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

<u>Item</u>	<u>Amount</u>
Cost of Title Report	\$ 312.44
Service/Posting of Notice of Intent to Forfeit (estimated)	10.00
Copy, Postage (estimated)	5.00
Attorneys Fees	750.00
Long Distance Phone Charges	20.00
Late Charges	
Recording Fees	20.00
Total	\$1,117.44

The total amount necessary to cure the default is the sum of the amounts of (G) (1) and (H) which is the amount of \$10,844.29, 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 E. Thompson Reynolds, attorney, at the following address: P. O. Box 1478, 1000 East Jewett Blvd., White Salmon, Washington, 98672.

(I) 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 September 1, 1986.

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

(K) Earlier Notice Superceded: This Notice of Intent to Forfeit supercedes any Notice of Intent to Forfeit which was previously given under this contract and which deals with the same defaults.

Dated this 5th day of May, 1986.

E. Thompson Reynolds
E. Thompson Reynolds
Attorney for Seller

STATE OF WASHINGTON)
County of Klickitat) ss.

E. Thompson Reynolds, being first duly sworn upon oath,
deposes and states:

I am the attorney for the seller in the above-entitled
cause; I have read the foregoing Notice of Intent to Forfeit,
know the contents thereof, and believe the same to be true.

E. Thompson Reynolds
E. Thompson Reynolds

Subscribed and sworn to before me this 5th day of
May, 1986.

Barbara L. White
Notary public for
Washington, residing at
White Salmon, therein.