

NOTICE OF INTENT TO DECLARE A FORFEITURE OF CONTRACT

Pursuant to the Revised Code of Washington
Chapter 61.30 et sequitur

TO: Patrick H. McKee
2108 E. Evergreen Blvd. #11
Vancouver, WA 98661

Anita J. McKee
9508 S. E. French Rd.
Vancouver, WA 98664

Richard L. Bailey
9931 Lurline Avenue, Unit 201
Chatsworth, CA 91311

Brenda J. Bailey
3708 "H" Street
Vancouver, WA 98663

Earl R. Crissman and Meredith Crissman
3809 N. E. 141st. Avenue
Vancouver, WA 98662

State of Washington
Department of Social & Health Services
Box 4269, MS S-53-2
Vancouver, WA 98662

Robert A. Hansen
P.O. Box 790
Boring, OR 97009

FILED FOR RECORD
SKAMANIA CO. WA
BY HUGH KNAPP

SEP 11 9 31 AM '86
Auditor
GARY M. OLSON

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default and you are provided the following information with respect the to:

A. The name, address and telephone number of the Sellers, and, if any, the Sellers' agent or attorney giving the notice:

Sellers: Fred A. Haag and Judy A. Haag,
husband and wife, and
Theodore J. Shaw and Patricia L. Shaw,
husband and wife.
636 S. E. Sixth Avenue
Camas, WA 98607 Phone No. (206) 834-2514

Sellers' Attorney:

Knapp, O'Dell & Knapp
Attorneys at Law
430 N. E. Everett Street
Camas, WA 98607
Phone No.: (206) 834-4611

B. Description of the Contract: Real Estate Contract dated December 6, 1978, executed by Fred A. Haag and Judy A. Haag, husband and wife, and Theodore J. Shaw and Patricia L. Shaw, husband and wife, as Sellers, and Patrick H. McKee and Anita McKee, husband and wife, as Purchasers, which contract was recorded under Auditor's File No. 88010 in Book 76, at Page 114, on February 1, 1979, records of Skamania County, Washington.

Registered	S
Indexed, Dir	S
Indirect	S
Filed	
Mailed	

Notice of Intent to Declare a Forfeiture of Contract:

Page 2

C. Legal description of the property:County of Skamania, State of WashingtonPARCEL "A"

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14:

Commencing at a point 208.7 feet South of the North-east corner of Section 19, Township 1 North, Range 5 East of the Willamette Meridian: thence West 626.1 feet; thence North 208.7 feet to the North line of said Section 19; thence West along the North line of said Section 19 a distance of 1133.9 feet; thence South 1320 feet; thence East to the East line of said Section 19; thence North along the East line of said Section 19 a distance of 1111.3 feet to the place of beginning, all in Skamania County, Washington.

PARCEL "B"

That portion of the following described tract of land lying Southerly of Primary State Highway No. 14:

Beginning at the Northwest corner of Lot 1, Section 20, Township 1 North, Range 5 East of the Willamette Meridian: thence East 390 feet; thence South along a line parallel with and 390 feet East of the West line of said Government Lot 1 to the South line of said Lot 1; thence in a Southwesterly direction along the South line of said Lot 1 to the Southwest corner of said Lot 1; thence North along the West line of said Lot 1 to the place of beginning;

EXCEPT a strip of land 100 feet in width being 50 feet in width on each side of the centerline of the railroad of the Spokane, Portland and Seattle Railway Company as conveyed to said company by deed dated November 7, 1905, recorded at Page 256 in Book "I" of Deeds, records of Skamania County, Washington.

D. This Notice is based upon the following defaults: Failure to pay the following past due items, the amounts and itemization for which are given in Paragraph G and H below: Installment payment due December 2, 1984, in the amount of \$150.00, twelve (12) installment payments due in 1985 in the amount of \$1,800.00, nine (9) installment payments due in 1986 in the amount of \$1,350.00 and real estate property taxes owed for 1985 and 1986, plus penalties and interest owed thereon.

E. Failure to cure all of the defaults listed in Paragraphs G & H below on or before December 14, 1986, will result in the forfeiture of the Contract.

F. The effect of forfeiture of this Contract will be as follows:

1. All right, title and interest in the property of the Purchasers, and to the extent elected by the Sellers, of all persons claiming through the Purchasers, shall be terminated;

Notice of Intent to Declare a Forfeiture of Contract: Page 3

2. The Purchasers' rights under the Contract shall be cancelled;

3. All sums previously paid under the Contract shall belong to and be retained by the Sellers or other person to whom paid and entitled thereto;

4. All improvements made to and on the property shall belong to the Sellers; and

5. The Purchasers shall be required to surrender possession of the property and improvements, to the Sellers ten (10) days after the forfeiture.

G. The following is a statement of payments of money in default (or, where indicated, an estimate thereof):

Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
December 2, 1984	
January 2, 1985, through December 2, 1985	Installment payment \$ 150.00
January 2, 1986, through September 2, 1986	12 Installment payments \$1,800.00
1985 Real Property Taxes and Fire Patrol assessment, plus interest and penalty.	9 Installment payments \$1,350.00
1986 Real Property Taxes and Fire Patrol assessment, plus interest and penalty.	\$ 241.55
	\$ 240.46
TOTAL	\$3,782.01

H. The following is a statement of other payments, charges, fees and costs that are required to cure the defaults listed in Paragraph G if the defaults are cured before the declaration of forfeiture is recorded:

<u>Item</u>	<u>Amount</u>
1. Cost of title report	\$160.50
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 20.00
3. Copying/postage	\$ 15.00
4. Attorney's fee	\$250.00
5. Recording fees	\$ 8.00
TOTAL	\$453.50

The total amount necessary to cure the default is the sum of the amounts in Paragraphs G and H, which is \$4,235.51, plus the amount of any payments and delinquent interest 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 the offices of Knapp, O'Dell & Knapp, Attorneys at Law, 430 N. E. Everett Street, Camas, WA 98607.

I. The Purchasers or any persons claiming through the Purchasers have 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 December 14, 1986, the effective date of forfeiture.

Notice of Intent to Declare a Forfeiture of Contract:

Page 4

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

J. Additional information: Direct all payments and inquiries to Robert W. O'Dell, Attorney for Sellers, at 430 N. E. Everett Street, Camas, WA 98607, Phone: (206) 834-4611.

DATED this 9th day of September, 1986.

Robert W. O'Dell, of Knapp, O'Dell &
Knapp, Attorneys for Sellers.

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this 9th day of September, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert W. O'Dell, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he signed the said instrument as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year first
above written.

Margdelyna S. Peterson
Notary Public in and for the State of
Washington, Residing at Washougal

My Appointment Expires: 1-27-88

