

102016

BOOK 102 PAGE 972

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
(CHAPTER 61.30.010 et.seq.)

TO:

DAN JONES
P O BOX 888
CARSON WA 98610

BILLIE JONES
STAR ROUTE BOX 214
UNDERWOOD WA 98651

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:

EARMAN BRYAN and MYRTLE
BRYAN, husband and wife
Seller's Name

GERALD A. MATOSICH, Attorney
Agent's or Attorney's Name

27 NORTHWESTERN LAKE ROAD

P. O. BOX 730

WHITE SALMON WA 98672
Address

WHITE SALMON, WA 98672
Address

(509) 493-1678
Telephone Number

(509) 493-3339
Telephone Number

(b) Description of the Contract: Real Estate Contract dated June 1, 1983, executed by EARMAN and MYRTLE BRYAN, husband and wife, as seller, and DAN and BILLIE JONES, husband and wife, as purchaser, which Contract or a memorandum thereof was recorded under No. 95862 on June 1, 1983, records of Skamania County, Washington.

(c) Legal Description of the property:

All that portion of the Northwest Quarter, of the Northeast Quarter, of the Northeast Quarter "NW 1/4, NE 1/4, NE 1/4" of Section 21, Township 3 North, Range 10 E.W.M., lying Westerly of County Road #3097 designated as Little Buck Creek Road subject to easements and rights of way for County Road #3097 gnated as Little Buck Creek Road.

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

Registered S
Index S
Index S
Index S
Index S

Page 1

REAL ESTATE EXCISE TAX
OCT 16 1986

PAID 1.14
John C. Jones, Deputy
SKAMANIA COUNTY TREASURER

1. Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below:

Contract payment due September 15, 1986.

2. Other defaults: None known at the present time.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before January 19, 1987, 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 the 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 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 January 29, 1987.

(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>
<u>Contract payment of September 15, 1986</u>	<u>\$ 358.41</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

TOTAL: (Estimated) \$ 368.41

2. Action(s) required to cure any non-monetary default:

None.

(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 (estimated)	\$ 261.00
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 25.00
3. Copying/postage	\$ 10.00
4. Attorney's fee (estimated)	\$ 500.00
5. Long distance phone charges	\$ 5.00
6. Late Charges	\$ 0
7. Recording fees	\$ 9.00
8. Revenue Stamps	\$ 72.00
 TOTAL:	 \$ 882.00

The total amount necessary to cure default is the sum of the amounts in (g) (1) and (h), which is \$882.00 (estimated), 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 Gerald A. Matosich, Attorney at Law at the following address:

1000 East Jewett Blvd. P. O. Box 730

White Salmon, WA 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 January 20, 1987.

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

(j) Additional Information: None.

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 14th day of October, 1986.

Gerald A. Matosich
GERALD A. MATOSICH
Attorney for Seller

STATE OF WASHINGTON)
) ss.
County of Klickitat)

On this day personally appeared before me GERALD A. MATOSICH to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of
October, 1986.

James H. Tracy
NOTARY PUBLIC in and for the State
of Washington, residing at
White Salmon.

FILED FOR RECORD
STANDARD 10. 7254
BY GERALD A. MATSICH

OCT 17 10 59 AM '86
 DIRECTOR
 GARY M. OLSON