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DEC 1 9 50 AM '88 d / pio, cap. AUDITOR GARY H. OLSON

## NOTICE OF INTENT TO FORFEIT PURSUANT TO RCW 61

Gary R. Hains and TO: Diane J. Hains Husband and wife 21113 Church Drive Sumner, WA 98390

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: James Richard Chandler, as his

separate estate

Address:

528 19th Street, Washougal, WA 98671

Telephone No.: (206) 835-3540

Seller's Agent

or Attorney: E. Thompson Reynolds

P.O. Box 1478

White Salmon, WA 98672

- Description of the Contract: Real estate contract dated July 10, 1985, executed by James Richard Chandler, as his separate estate, as seller, and Gary R. Hains and Diane J. Hains, husband and wife, as purchasers, which contract, or a memorandum thereof, was recorded under No. 99558 on July 12, 1985, records of Skamania County, Washington.
  - Legal Description of the property:

Description of each default under the contract in See Attachment A. 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.

Contract payments from September 25, 1986 to December 25, 1986;

Real estate taxes for the last half of 1985 and 1986.;

Costs set forth in (H) below;

All totaling \$ 3,057.11

Registered halled.

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- 2. Other defaults:
- (E) Failure to Cure all of the defaults listed in (G) and (H) on or before March 10, 1987, will result in the forefeiture of the contract.
  - (F) The forfeiture of the contract will result in the following:
  - 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 March 20, 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 actions required to clear the default:
    - 1. Monetary delinquencies:

Item	Amount
Contract payments	\$ 781.02
Last half of 1985 and 1986	
Real Estate Taxes	719.29
Total	\$1,500.31

- 2. Actions required to cure any non-monetary defaults:
- (H) The following is a statement of other payments, charges, fees and costs to cure the default:

	Amount
Cost of Title Report	\$ 256.80
Service/Posting of Notice of Intent to Forfeit (estimated)	20.00
Copy, Postage (estimated) Attorneys Fees	15.00 750,00
Long Distance Phone Charges  Late Charges	
Recording Fees	15.00 500.00
Due on personal property  Total	1,556.80

The total amount necessary to cure the default is the sum of the amounts of (G)(1) and (H) which is the amount of \$3,057.11, 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. C. Box 1478, 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 February 10, 1986.

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

- (J) Additional Information:
- (K) <u>Earlier Notice Superceded</u>: This Notice of Intent to Forfeit supercedes any Notice of Intent to Forfeit which was previously given, if any, under this contract and which deals with the same defaults.

Dated this 25th day of Movember, 1986

E. Thompson Reynold Attorney for Seller

NOTICE OF INTENT TO FORFEIT - 3

STATE OF WASHINGTON)
) ss.
County of Klickitat)

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 Reyholds

Subscribed and sworn to before me this Street, 1986.

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## ATTACHMENT A

The land referred to in this Guarantee is situated in the State of Washington County of Skamania Washington and is described as follows:

Beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian; thence North 70° 46' East 200 feet along the county road known and designated as Little Street; thence South 17° 47' East 167 feet; thence South 70° 46' West 251.05 feet; thence North 167 feet to the point of beginning.

ALSO beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of the said Section 26; thence North 70° 46' East 200 feet along Little Street aforesaid to the initial point of the tract hereby described; thence South 17° 47' East 401.5 feet; thence East 75 feet to the center of the county road formerly designated as State Highway No. 8; thence following said county road in a Northerly direction to the intersection with the Southerly line of Little Street to the initial point.

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