

102298

BOOK 102 PAGE 482

AMENDED NOTICE OF INTENT TO FORFEIT

TO: SIMON A. ROTH and MARY ELLEN ROTH  
17400 N.E. 88th Street  
Vancouver, WA 98662

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:

Woodrow Wilson and  
Dorothie S. Wilson  
14714 N.E. 43rd Street  
Vancouver, WA 98662

Telephone: 254-3392

Brian H. Wolfe  
Attorney at Law  
Wolfe, Mullins, Hannan &  
Mercer, Inc., P.S.  
604 West Evergreen Blvd.  
P. O. Box 61505  
Vancouver, WA 98666-1505

Telephone: 206-693-4791

- (b) Description of the Contract: Real Estate Contract dated December 23, 1980, executed by Woodrow Wilson and Dorothie S. Wilson, husband and wife, as seller, and Simon A. Roth and Mary Ellen Roth, husband and wife, as purchaser, which Contract or a memorandum thereof was recorded under Book 79, page 149, on December 31, 1980, records of Skamania County, Washington.

- (c) Legal description of the property:

Lot 7 of HIDEAWAY II as per plat recorded in Book "B" of Plats, at page 4, records of Skamania County, Washington.

- (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:

Failure to pay the full balance of both principal and interest on January 1, 1986.

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before February 28, 1987, will result in the forfeiture of the Contract.

1 - AMENDED NOTICE OF INTENT TO FORFEIT

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(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 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 10, 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>
Principal	\$46,518.73
Interest	-0-
<b>TOTAL:</b>	<b>\$46,518.73</b>

(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	\$ 175.00
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 45.00
3. Copying/postage	\$ 15.00
4. Attorney's fee	\$ 250.00
5. Recording fees	\$ 15.00
<b>TOTAL:</b>	<b>\$ 500.00</b>

The total amount necessary to cure the default is the sum of amounts in (g)(1) and (h), which is \$47,018.73, 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 Brian H. Wolfe of Wolfe, Mullins, Hannan & Mercer, Inc., P.S., at the following address:


604 West Evergreen Boulevard  
P. O. Box 61505  
Vancouver, WA 98666-1505

- (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 28, 1987.

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

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 November 26, 1986.

  
Brian H. Wolfe  
Attorney and Agent

FILED FOR RECORD  
SKAGHANIA CO. WASH  
BY BRIAN H. WOLFE  
NOTARIAL PUBLIC  
Dec 5 12 11 PM '86  
d. J. Olson, Dep.  
AUDITOR  
GARY H. OLSON

NA  
REAL ESTATE EXCISE TAX  
DEC 5 1986  
PAID NA  
Victor J. Olson Deputy  
SKAGHANIA COUNTY TREASURER