

102320

BOOK 103 PAGE 512

FILED FOR RECORD  
SKAMAH, CO. WASH  
BY JIM C. KIEPINSKI

NOTICE OF INTENT TO FORFEIT

DEC 9 3 51 PM '86

G. J. Olson, Dep.  
AUDITOR  
GARY M. OLSON

TO: ORLANDO A. and  
DEBORAH J. RUCCO  
PO Box 152  
Hood River, Oregon 97031

AND TO: KENNY L. and MELINDA  
M. OLTMANN  
156 Silvertip Lane  
Packwood, WA. 98361

AND TO: TAMARA LYNN BURTON  
c/o Thomas K. Windus  
Attorney at Law  
110 110th Avenue N.E., Suite 701  
Bellvue, WA. 98004

A. Seller and seller's agent or attorney's name, address and telephone numbers are:

LOUIS and JESSIE E. BAKER  
Rt. 2, PO Box 2119A  
Selah, WA. 98942

KIELPINSKI & GRATTAN, P.C.  
Attorneys at Law  
PO Box 510  
Stevenson, Wa. 98648  
(509) 427-5665

B. This Notice of Intent to Forfeit is given in response to default under the following instruments setting out the terms and conditions of the real estate contract between Louis and Jessie E. Baker, as sellers, and Orlando A. and Deborah J. Rucco, as purchasers:

1. That certain real estate contract dated October 10, 1980, between Louis and Jessie E. Baker, as sellers, and Kenny L. and Melinda M. Oltmann, as purchasers, of the real property described in Paragraph C hereof. Said real estate contract was recorded on October 15, 1980, in Book 78 of Deeds, pages 843-850.

2. Purchaser's Assignment of Contract and Deed dated August 11, 1983 whereby Kenny L. and Melinda M. Oltmann did:

a. convey and quit claim their interest in the real property described in Paragraph C hereof to Orlando A. and Deborah J. Rucco; and

b. assign, transfer and set over to Orlando A. and Deborah J. Rucco that real estate contract described in Paragraph B(1). Said Purchasers' Assignment of Contract and Deed was recorded on August 15, 1983, in Book 82 of Deeds at pages 585-586, Auditor's File No. 96222.

3. Addendum to Real Estate Contract dated August 23, 1983 between Louis and Jessie E. Baker, as sellers, and Orlando A. and Deborah J. Rucco, as purchasers, whereby the term of the real estate contract described in Paragraph B(1) was extended for fifteen (15) years from August 11, 1983 and monthly payments thereunder were increased to \$449.00 per month. Said Addendum to Real Estate Contract was recorded on or about August 31, 1983 in Book 82 of Deeds, pages 644-645, under Auditor's File No. 96310.

RECEIVED

DEC 9 1986

3 51 PM

DEC 9 1986

3 51 PM

DEC 9 1986

3 51 PM

C. The contracts described in Paragraph B of this Notice of Intent to Forfeit all affect interests in the following described real property situated in Skamania County, State of Washington:

The South 100 feet of the East Half of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East of the Willamette Meridian; EXCEPT that portion thereof, if any, lying within and Northeasterly of County Road No. 3224, designated as the Little Rock Creek Road; and

The East Half of the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of Section 10, Township 3 North, Range 9 East of the Willamette Meridian; (Also known as Lot 2 of Short Plat filed July 15, 1975, in Book 1 of Short Plats, page 9A-9N).

TOGETHER WITH an easement and right of way for an access road and utilities over and across the North 60 feet of that portion of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of the said Section 10, lying Westerly of County Road No. 3224, designated as the Little Rock Creek Road.

D. This Notice of Intent to Forfeit is based upon the following defaults under the real estate contract described in Paragraph B hereof:

1. Failure to maintain insurance on the improvements on the property as required by Paragraph 7 of that real estate contract described in Paragraph B(1) hereof. The insurance premium was due on August 25, 1986.

2. Failure to pay taxes on the property as required by Paragraph 5 of that real estate contract described in Paragraph B(1) hereof. Unpaid taxes include:

\$227.75 + interest and penalty for half of 1984;  
\$488.12 + interest and penalty for all of 1985;  
\$507.24 + interest and penalty for all of 1986.

3. Failure to make monthly payments as required by Paragraph 1(a) of that real estate contract described in Paragraph B(1) hereof, as amended by the Addendum described in Paragraph B(3) hereof. The last payment made by you was made on June 26, 1986.

E. The Real Estate Contract described in Paragraph B will be forfeited on March 15, 1987 unless all the defaults described in Paragraph D are cured by that date.

F. The forfeiture of said real estate contract will have the following effects:

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 Seller and unharvested crops, if any, 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 ten (10) days after the forfeiture.

G. In order to cure the defaults described in Paragraph D, you must take the following actions and/or pay the following sums:

1. Obtain and maintain insurance on the improvements on the property as required by the real estate contract described in Paragraph B hereof;
2. Pay all property taxes currently due, plus interest thereon:
  - \$227.75 + interest and penalty thereon for half of 1984;
  - \$488.12 + interest and penalty thereon from all of 1985;
  - \$507.24 + interest thereon for all of 1986.
  - TOTAL: \$1,223.11 + interest and penalties.**
3. Pay all currently owed monthly payments due under the real estate contract described in Paragraph B hereof:
  - \$449.00 per month for the months of July, August, September, October and November, 1986 -
  - TOTAL: \$1,796.00**
4. Pay other fees and costs incurred by grantors in connection with the defaults:

<u>Description</u>	<u>Amounts</u>
Title Report	\$ 301.74
Service/Posting Charges	\$ 50.00
Copying/Postage	\$ 7.00
Attorney's Fees	\$ 750.00
Long Distance Telephone	\$ 10.00
Late Charges	\$
Recording fees	\$ 14.00
	\$
	\$
<b>TOTAL</b>	<b>\$1132.74</b>

H. The total amount required to cure the default is \$4,151.85, plus any accrued interest and penalties on real property taxes and any payments or late charges which fall due after the date of this Notice and on or prior to the date the default is cured.

Payment required to cure the default must be delivered to:

KIELPINSKI & GRATTAN, P.C.  
Attorneys at Law  
27 Russell Street  
PO Box 510  
Stevenson, Wa. 98648

I. You 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 the effective date of forfeiture. No extension is available for defaults which are a failure to pay money.

Date of this Notice: December 2, 1986.

KIELPINSKI & GRATTAN, P.C.

By 

JAN C. KIELPINSKI OF  
Attorneys for Seller(s)