

103016

BOOK 104 PAGE 869

**NOTICE OF INTENT TO FORFEIT**  
Pursuant to the Revised Code of Washington  
Chapter 61.30.040 and 61.30.070

TO : Ray Ziegler and Jane Doe Ziegler  
Husband and Wife  
Box 218  
North Bonneville, Washington 98639

Wilma J. Cornwall  
Skamania County Treasurer  
Box 790  
Stevenson, Washington 98648

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY ERNEST L. NICHOLSON  
ATTORNEY AT LAW  
APR 16 12 54 PM '87  
AUDITOR  
GARY H. OLSON

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

1. The name, address and telephone number of the Seller and, if any, the Seller's agent or attorney giving the notice:

Waldo F. & Frances E. Kunze  
6109 N.E. 53rd Street  
Vancouver, Washington 98661  
206/693-5238

Ernest L. Nicholson  
Attorney At Law  
7414 N.E. Hazel Dell Avenue  
Vancouver, Washington 98665  
206/696-0821

2. Description of the Contract: Real Estate Contract dated December 14, 1983, executed by WALDO F. KUNZE and FRANCES E. KUNZE, husband and wife, as Seller, and RAY ZIEGLER, a married man, as his separate estate, as Purchaser, which Contract or a memorandum thereof was recorded under No. 96888, Book 82, pages 997-1000, on the 20th day of December, 1983, records of Skamania County, Washington.

3. Legal description of the property:

The South half of the Northwest quarter, the Southwest quarter of the Northeast quarter, and Government Lot 2; all in Section 17, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington.

4. Description of each default under the Contract on which the notice is based:

A. Failure to pay the following past due items, the amounts and an itemization for which are given in paragraphs 7 and 8 below:

(1) Failure to pay the second annual interest payment of \$20,500.00 which was due December 16, 1985.

Received \$  
Ind. Rec. \$  
Date \$  
By \$  
Total \$

(2) Failure to pay the third annual interest payment of \$20,500.00 which was due on December 16, 1986.

(3) Failure to pay the required minimum annual principal payment of \$20,000.00 which was due on December 16, 1986.

(4) Failure to pay 1985 real estate taxes of \$116.87 and fire patrol assessment of \$43.20 when same were due.

(5) Failure to pay 1986 real estate taxes of \$119.46 and fire patrol assessment of \$43.20 when same were due.

B. Other defaults: Allowing a tax lien for non-payment of personal property taxes to attach to and encumber the real property as of July 16, 1986, Tax Lot No. 90-006860.

5. Failure to cure all of the defaults listed in paragraphs 7 and 8 below on or before the 16th day of July, 1987 will result in the forfeiture of the Contract.

6. The forfeiture of the Contract will result in the following:

A. 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.

B. The Purchaser's rights under the Contract shall be cancelled.

C. 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.

D. All improvements made to and unharvested crops on the property shall belong to the Seller.

E. 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 the 27th day of July, 1987.

7. 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:

## A. Monetary delinquencies:

<u>Item</u>	<u>Amount</u>
(1) Second annual interest payment due 12/16/85.	20,500.00
(2) Third annual interest payment due 12/16/86.	20,500.00
(3) Minimum principal payment due 12/16/86.	20,000.00
(4) 1985 delinquent real estate taxes and fire patrol assessment with interest and penalties <u>estimated through 4/30/87.</u>	216.09
(5) 1986 delinquent real estate taxes and fire patrol assessment with interest and penalties <u>estimated through 4/30/87.</u>	200.07
TOTAL:	\$61,416.16

## B. Actions required to cure any non-monetary default:

Obtain a satisfaction of the lien for unpaid personal property taxes by paying the amount of the lien, including interest, penalties and costs, <u>estimated through 4/30/87.</u>	33.21
TOTAL:	\$33.21

8. The following is a statement of other payments, charges, fees and costs to cure the default if you cure after April 30, 1987:

A. First one-half ( $\frac{1}{2}$ ) of 1987 real property taxes and fire patrol assessment in the amount of \$81.36.

9. The total amount necessary to cure the defaults, if cure is made before April 30, 1987, is \$61,449.37. (See paragraphs 7A and 7B.) The total amount necessary to cure the defaults, if cure is made after April 30, 1987, is \$61,530.73.

10. Moneys required to cure the defaults in payment of interest and principal (paragraph 7A(1), (2) and (3)) may be tendered to ERNEST L. NICHOLSON, Attorney At Law, 7414 N.E. Hazel Dell Avenue, Suite A, Vancouver, Washington, 98665-8399. Moneys required to cure the defaults in taxes and assessments, and to satisfy the personal property tax lien, may be tendered and paid to the SKAMANIA COUNTY TREASURER. PROVIDED, HOWEVER, you must provide proof of said payment to ERNEST L. NICHOLSON, Attorney At Law, 7414 N.E. Hazel Dell Avenue, Suite A, Vancouver, Washington, 98665-8399 by presenting him with a copy of said Treasurer's receipt indicating payment in full of the taxes and assessments and satisfaction of lien.

11. The Purchaser or any person claiming through the

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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 the 16th day of July, 1987.

NO EXTENSION IS AVAILABLE FOR ANY 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 15th day of April, 1987.

  
ERNEST L. NICHOLSON  
Of Attorneys for Sellers

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Registered  
Indexed  
Filed  
Date  
By

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