

103313

AFTER RECORDING RETURN TO:

DAVID D. JAHN
P. O. Box 938
Vancouver, WA 98666

BOOK 105 PAGE 595
FILED FOR RECORD

SKAMANIA CO. WASH
BY DAVID D. JAHN

JUN 9 8 45 AM '87

A. J. Jahn, Dep.
AUDITOR
GARY M. GILSON

NOTICE OF INTENT
TO FORFEIT REAL ESTATE CONTRACT
(RCW 61.30.070)

TO:

DALE HAMMRICH
MICHAEL HAMMRICH
ROBERT J. HAMMRICH
LOUEVA HAMMRICH
What Lane
Washougal, WA 98671

DA
REAL ESTATE EXCISE TAX
JUN 3 1987

PAID DA
W. R. Williams, Deputy
SKAMANIA COUNTY TREASURER

All persons unknown claiming an interest
in the property described herein.

(1) YOU ARE HEREBY NOTIFIED that a breach has occurred
in one or more of your obligations under the contract hereinafter
described. As a result of such breach, the Seller is entitled to
forfeit the contract.

(2) The name, address and telephone number of the
Seller and, if any, the Seller's agent or attorney giving this
notice are as follows:

VERN THOMAS and
DELORES M. THOMAS
14106 N.E. 119th St.
Brush Prairie, WA 98606
(206) 892-3366

DAVID D. JAHN
Attorney at Law
P. O. Box 938
Vancouver, WA 98666
(206) 696-0401

(3) A description of the contract, including the names
of the original parties to the contract, the date of the con-
tract, and the recording number of the contract or memorandum
thereof follows:

That certain Real Estate Contract dated September
15, 1978, executed by VERN THOMAS and DELORES M.
THOMAS, husband and wife, as sellers, and DALE

NOTICE OF INTENT TO FORFEIT - 1 -

Registered S
Indexed S
Indirect S
Filed S
Mailed S

HAMMRICH and MICHAEL HAMMRICH, both single men, and ROBERT J. HAMMRICH and LOUEVA HAMMRICH, husband and wife, as purchaser, which contract was recorded under Skamania County Auditor's File No. 87281 on September 25, 1978, records of Skamania County, Washington.

(4) A legal description of the property follows:

Situated in Skamania County, State of Washington:

The Northeast quarter of the Northeast quarter of Section 3, Township 1 North, Range 5 E.W.M., EXCEPT the North half of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 3, Township 1 North, Range 5 E.W.M.;

TOGETHER WITH easement for access to said property over the North 40 feet of the North half of the Northwest quarter of the Northeast quarter of the Northeast quarter of the aforesaid Section 3.

SUBJECT TO easements and rights of way for public roads as now appearing of record concerning said property.

(5) A description of each default under the contract on which the notice is based follows:

A. Failure to pay the following past due items, the amounts and an itemization for which are given in paragraphs 8 and 9 below:

The monthly payments due under said Real Estate Contract for the months of March, April, May and June, 1987.

1987 Real Property Taxes in the amount of \$902.98
1987 Fire Patrol in the amount of \$9.00,

PLUS the amount of any monthly payments and late charges which may fall due after the date of this Notice of Intent to Forfeit Real Estate Contract.

(6) The contract will be forfeited by the following date, which is not less than ninety (90) days after this Notice of Intent to Forfeit is recorded, or any longer period specified

in the contract or other agreement with the Seller:

September 15, 1987.

(7) The effect of the forfeiture, including, to the extent applicable and provided in the contract, will be: (i) All right, title and interest in the property of the purchaser and, to the extent elected by the Seller, of all persons claiming through the purchaser, shall be terminated; (ii) the purchaser's rights under the contract shall be cancelled; (iii) 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; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) the purchaser shall be required to surrender the possession of the property, improvements and unharvested crops to the Seller ten (10) days after the forfeiture, to-wit: September 25, 1987.

(8) An itemized statement or, to the extent not known at the time this Notice of Intent to Forfeit is recorded, a reasonable estimate of all payments of money in default and, for defaults not involving the failure to pay money, a statement of the action required to cure the default, follows:

A. Monetary Delinquencies:

<u>ITEM</u>	<u>AMOUNT</u>
Monthly payments for March, April, May and June, 1987, at the rate of \$216.00/month	\$ 864.00
*1987 Real Property Taxes	902.98
*1987 Fire Patrol	9.00
TOTAL:	\$1,775.98

*Plus interest and penalties.

B. Action required to cure any non-monetary default:

Not Applicable.

(9) An itemized statement of all other payments, charges, fees and costs, if any, that are or may be required to cure the defaults if the defaults are cured before the Declaration of Forfeiture is recorded follows:

NOTICE OF INTENT TO FORFEIT - 3 -

<u>ITEM</u>	<u>AMOUNT</u>
Court Proceedings Certificate	\$ 300.00
Attorney Fees	150.00

The total amount necessary to cure the default is the sum of the amounts in paragraphs 8(A) and 9, which is \$2,225.98. Monies required to cure the default may be tendered to DAVID D. JAHN at the following address:

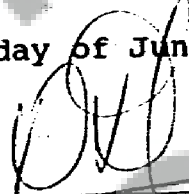
DAVID D. JAHN
Boettcher, LaLonde, Kleweno.
Rutledge and Jahn, P.S.
415 West 11th Street
P. O. Box 938
Vancouver, WA 98666

(10) As purchaser, you, or any person claiming through you as 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 effective date of forfeiture, to-wit: September 15, 1987.

(11) Any additional information required by the contract or other agreement with the Seller and any additional information the Seller elects to include which is consistent with this section and with the contract or other agreement with the Seller follows:

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

DATED this 2nd day of June, 1987.



DAVID D. JAHN, Attorney for Seller
Boettcher, LaLonde, Kleweno,
Rutledge and Jahn, P.S.
Attorneys at Law
415 West 11th Street
P. O. Box 938
Vancouver, WA 98666

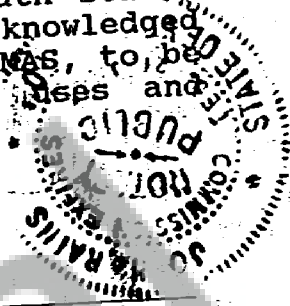
STATE OF WASHINGTON :
County of Clark : SS

I certify that I know or have satisfactory evidence that DAVID D. JAHN signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it, as the attorney for VERN THOMAS and DELORES M. THOMAS, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 2nd day of June, 1987.

Jo H. Raine
NOTARY PUBLIC in and for the State
of Washington, residing at Vancouver

My Appt. Expires: 2/21/91



NOTICE OF INTENT TO FORFEIT - 5 -