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BOOK 106 PAGE 146

FILED FOR RECORD
SKAMANIA COUNTY, WASH
BY KIRKPATRICK GRAYNOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACTJul 23 2 11 PM '87
S. J. W. 12p.

GARY M. OLSON

TO: DONALD R. SOUDER and
BRENDA L. SOUDER,
Husband and Wife
Address UnknownDONALD R. SOUDER and
BRENDA L. SOUDER
Husband and wife
c/o James A. Souder
21206 NW 39th Avenue
Ridgefield, WA. 98642

The Real Estate Contract described below is in default. You are provided with the following information as required by law. If the default is not cured within the time allowed, the contract will be forfeited. Please read this Notice carefully and contact an attorney if you do not understand it.

A. Sellers and their attorneys' name, address and telephone numbers are:

LINWOOD J. TALSMA and
MARGARET A. TALSMA
Rt. 7, Box 6142
Benton, Arkansas 72015
(501)-794-2323

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

B. Real Estate Contract dated July 31, 1979, by and between LINWOOD J. TALSMA and MARGARET A. TALSMA, husband and wife, as sellers, and DONALD R. SOUDER and BRENDA L. SOUDER, husband and wife, as purchasers, recorded under Skamania County Auditor's File No. 89131 on August 1, 1979.

C. Legal description of property:

A portion of the West Half of Section 16,
Township 1 North, Range 5 East of the
Willamette Meridian, Skamania County,
Washington, described as follows:

Beginning at a point that is on the centerline
of a road, which point is South 10°08'38"
East, 2,593.2 feet (Washington Coordinate
System, South Zone) from the Northwest corner
of said Section 16; thence South 01°13'00"
along said centerline 76.32 feet; thence
along the arc of a 200 foot radius curve to
the right for an arc distance of 180.29 feet;
thence South 50°26'00" West 153.39 feet;
thence (leaving said centerline) East 1,515.09
feet, more or less, to the West right-of-way
line of State Highway No. 14; thence
Northerly along said right-of-way line 327
feet, more or less, to a point North 89°00'00"
East of the true point of beginning; thence
South 89°00'00" West 1,308.57 feet, more or
less, to the point of beginning.

REAL ESTATE EXCISE TAX
JUL 23 1987

PAID 1.24
James A. Souder
SKAMANIA COUNTY TREASURER

Registered S
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Transaction in compliance with County subdivision ordinances.
Skamania County Auditor - By: 1-5-16-300

TOGETHER WITH AND SUBJECT TO a 60 foot easement including its terms, covenants and provisions as disclosed by instrument in favor of owner to the north recorded January 28, 1985 under Skamania County Auditor's File No. 98821 in Book 84 at page 258.

SUBJECT TO reservations of oil, gases, coal, ores, minerals and fossils as therein set forth and subject to reservations of rights-of-way for the removal of timber, minerals, sand and gravel pursuant to RCW 79.12.410, 79.36.010 and 79.36.240, said reservations being enforceable by the State of Washington on payment of reasonable compensation therefore.

D. Description of each default under the contract on which this notice is based:

1. Failure to make monthly payments.
2. Failure to pay real property taxes

E. This contract will be forfeited on **October 25, 1987** (at least ninety (90) days from the date this Notice is recorded), unless you cure all of the defaults set forth in this Notice on or before that date.

F. The forfeiture of this contract will result in the following:

1. All right, title and interest in the property of the purchasers and of all persons claiming through the purchasers who are given this Notice shall be terminated;
2. The purchasers' rights under the Contract shall be cancelled;
3. All sums previously paid under the Contract shall belong to and be retained by the sellers or other person to whom paid and entitled thereto;
4. All improvements made to, and unharvested crops, if any, on the property shall belong to the sellers; and
5. The purchasers and all persons claiming through the purchasers who are given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the sellers ten (10) days after the forfeiture.

G. Itemized statement of failure to make payments as follows:

September 1, 1983 through July 1, 1987, inclusive, at \$300.00 per month, representing principal and interest, in the total amount of \$14,100.00

H. Itemized statement of other defaults, if any, and action required to cure:

Failure to pay 1983 (1st $\frac{1}{2}$) real estate taxes of \$ 152.48.
 Failure to pay 1984 real estate taxes of \$ 282.51.
 Failure to pay 1985 real estate taxes of \$ 297.45.
 Failure to pay 1986 (1st $\frac{1}{2}$) real estate taxes of \$ 154.68.
 Failure to pay 1986 (2nd $\frac{1}{2}$) real estate taxes of \$ 154.68.
 Failure to pay 1987 (1st $\frac{1}{2}$) real estate taxes of \$ 157.08.

Total real estate taxes: \$1,198.88

I. Description and itemized statement of all other payments, fees and costs, if any, to cure the default:

<u>Description</u>	<u>Amounts</u>
Contract Forfeiture Guarantee	\$ 235.40
Service/Posting charges	\$ 50.00
Copying/postage charges	\$ 10.00
Attorney's fees	\$ 750.00
Long distance phone	\$ 10.00
Recording fee	\$ 15.00
TOTAL	\$1,070.40

J. The total amount required to cure the default is \$16,369.28, plus any real property taxes and payments which fall due after the date of this Notice and on or prior to the date the default is cured.


to: Payment required to cure the default must be delivered

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 PO Box 510
 Stevenson, Wa. 98648

K. 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: July 23, 1987.

KIELPINSKI & GRATTAN, P.C.

By 
 RUSSELL J. GRATTAN OF
 Attorneys for Sellers