

103729

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NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
(CHAPTER 61.30.070)

TO: JOHN T. MERGENS
PAULITA D. MERGENS
3650 S. GRANADA
SPRING VALLEY, CA 92077

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:

COLUMBIA RIVER ESTATES
Seller's Name

3650 S. GRANADA
SPRING VALLEY, CA 92077
Address

(209) 638-8444
Telephone Number

JOHN THOMAS DAY, Attorney
Attorney's Name

P. O. Box 401
STEVENSON, WA 98648
Address

(509) 427-5111
Telephone Number

(b) Description of the Contract: Real Estate Contract dated January 10, 1978, executed by PETER J. FUNK, J.D. ZIMMERMAN, DONALD JOST, JONIE PETERS, ARNOLD NICKEL, H. B. KLASSEN, acting on behalf of various partners doing business as Columbia River Estates, as seller, and JOHN T. MERGENS and PAULITA D. MERGENS, husband and wife, as purchaser, which Contract or a memorandum thereof was recorded under No. 85641 of Book 74, Page 156, on January 23, 1978, records of Skamania County, Washington.

(c) LEGAL DESCRIPTION OF THE PROPERTY:

Tract No. 4 of COLUMBIA RIVER ESTATES, as more particularly shown on a survey thereof recorded at Page 364 of Book "J" of Miscellaneous records under Auditor's File No. 75656, records of Skamania County, Washington. Said real property being a portion of the Southeast Quarter of the Northeast Quarter and of the Northeast Quarter of the Southeast Quarter of Section 22, Township 2 North, Range 6 East of the W.M.;

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FILED FOR RECORD
SKAMANIA CO. WASH.
BY *John Thomas Day*
JUL 27 4 38 PM '87
CLERK OF COUNTY

Filed
Mailed

TOGETHER WITH AND SUBJECT TO an easement and right of way for roads for the use of the public as more particularly described on a survey thereof recorded at Page 364 of Book "J" of Miscellaneous records of Skamania County, Washington, and by description thereof at Page 358 of Book "J" of Miscellaneous 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:

Contract payments due from August 23, 1982 as well as property taxes.

2. Other defaults: None known at the present time.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before November 30, 1987, will result in the forfeiture of the Contract.

(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 the 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 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 and improvements to the seller on November 30, 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>
<u>Contract payments from 8/23/82</u>	<u>\$ 9,455.02</u>
<u>Interest payments from 9/8/82 -</u>	
<u>9/8/87</u>	<u>\$ 5,308.53</u>
TOTAL: (Estimated)	<u>\$14,813.35</u>

2. Action(s) required to cure any non-monetary default:

NONE.

(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 (estimated)	<u>\$ 176.55</u>
2. Service/posting of Notice of Intent to Forfeit (estimated)	<u>\$ 17.00</u>
3. Copying/postage	<u>\$ 12.00</u>
4. Attorney's fee (estimated)	<u>\$ 280.00</u>
5. Long distance phone charges	<u>\$ 6.00</u>
6. Late Charges	<u>\$ -0-</u>
7. Recording fees	<u>\$ 20.00</u>
8. Revenue Stamps	<u>\$ -0-</u>
TOTAL	<u>\$ 511.55</u>

The total amount necessary to cure default is the sum of the amounts in (g) (1) and (h), which is \$15,315.18, (estimated, 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 JOHN THOMAS DAY, P.S., INC., Attorneys at Law, at the following address:

P. O. Box 401, STEVENSON, WA 98648

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(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 November 30, 1987.

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

(j) Additional information: None.

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 27 day of August, 1987.

JOHN THOMAS DAY, P.S. INC.
BY: JOHN THOMAS DAY, Of
Attorneys for Seller

STATE OF WASHINGTON)
County of Skamania) ss.

On this day personally appeared before me JOHN THOMAS DAY to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 27th day of August, 1987.

NOTARY PUBLIC for Washington
residing at Stevenson. My
commission expires 4/10/90

