

FILED FOR RECORD  
SKAMANIA COUNTY WASH  
BY JAMES P. SWANGER

SEP 28 12 01 PM '87

A. Davis, Jr.  
AUDITOR  
CARYN OLSONNOTICE OF INTENT TO FORFEITPURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30.070

TO: Lanny R. Moore  
Naomi Morely  
MP 1.85 Woodard Creek Road  
Skamania, WA 98648

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:

RICHARD W. and JOAN M. BALHOLM,  
Sellers  
3602 Lincoln Avenue  
Vancouver, WA 98660  
(206) 694-0764

James P. Swanger,  
Attorney for Sellers  
16209 SE McGillivray, Suite Q  
Vancouver, WA 98684

- (b) Description of the Contract: Real Estate Contract dated April 6, 1987, executed by Richard W. Balholm and Joan M. Balholm, as Sellers, and Lanny R. Moore and Naomi Morely, as Purchasers, which contract or a memorandum thereof was recorded under Book 104 Page 738 on April 6, 1987, records of Skamania County, Washington.

- (c) Legal description of the property located in Skamania County, Washington, to-wit:

That portion of the South half of the Southwest Quarter of Section 22, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

Beginning at a point on the South Line of the said South half of the Southwest Quarter North 89 deg. 21'31" West 125.00 feet from the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22; thence North 01 deg. 11'07" East parallel with the East Line of said Southwest Quarter of the Southwest Quarter 450.01 feet; thence South 89 deg. 21'31" East parallel with the South Line of said South half of the Southwest Quarter 468.68 feet to the center line of County Road No. 1014 designated as the Woodard Creek Road; thence following said center line along the arc of a 1,226.20 foot radius curve to the left (the incoming tangent of which is South 16 deg. 18'08" West) for an arc distance of 102.77 feet; thence leaving said center line (at a point 350 feet North 01 deg. 11'07" East of the South line of the said Section 22) North 89 deg. 21'31" West parallel with said South Line 321.07 feet to the East Line of the Southwest Quarter of the Southwest Quarter; thence South 01 deg. 11'07" West along said East Line 350 feet to North 89 deg. 21'31" West along the South Line of said Section 22, 125.00 feet to the point of beginning.

NOTICE OF INTENT TO FORFEIT - 1

Registered ☒ S  
Indexed ☒ S  
Filed ☒ S  
Mailed ☐

## (d) Description of Default:

1. Failure to make three installment payments, as set out detail in (g) herein.
2. Failure to insure the buildings on the property against loss or damage.

## (e) Failure to cure all of the defaults listed in (g) and (h) on or before December 28, 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 purchasers and all persons claiming through the purchasers 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 on the property shall belong to the Sellers, and
5. The Purchasers and all persons claiming through the purchasers given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the Sellers on December 28, 1987.

## (g) The following is a statement of payments of money in default and for any defaults not involving the failure to pay money the action required to cure the default:

Bring current the payments for July, 1987, August, 1987, and September, 1987, in the amount of \$250.  
Total arrearage = \$750.

## (h) The following is a statement of other payments, charges, fees and costs to cure the default:


Attorney fees of \$250.

The total amount necessary to cure the default is the sum of the amounts in (g) and (h), which is \$1,000 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 James P. Swanger at: 16209 SE McGillivray, Suite Q, Vancouver, WA 98684.

- (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 December 28, 1987.

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

DATED this 21 day of September, 1987.

  
James P. Swanger, WSB #9614  
of Attorneys for Sellers  
16209 SE McGillivray, Suite Q  
Vancouver, WA 98684  
(206) 245-8080