

FILED FOR RECORD
SKAMANIA CO. WASH
BY JAMES M. BOYD
ATTORNEY AT LAW

Nov 4 12 52 PM '87

J. V. Sub. Dep.

AUDITOR

GARY M. OLSON

NOTICE OF INTENT TO FORFEIT

TO: WALLACE CLAUSON, a married man,
in his married and separate capacity, and
JANE DOE CLAUSON, his wife,
7006 Middle Way
Vancouver, WA 98664

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:

Estate of Bessie J.
Zawistowski, Seller
c/o 413 N.E. Everett St.
Camas, WA 98607

James M. Boyd
Attorney at Law
413 N.E. Everett St.
Camas, WA 98607
(206) 834-6262

- (b) Description of Contract: Real Estate Contract dated October 1, 1979, executed by Bessie J. Zawistowski, as Seller, and Wallace Clauson, a married man, as Purchaser, which contract or a memorandum thereof was recorded under No. 89661 on October 3, 1979, in Skamania County, State of Washington, in Book 77, at page 314.

- (c) Legal description of the property:

Situated in the County of Skamania, State of Washington:

BEGINNING at a point on the east edge of old cascade road which is south 470.5 feet and west 605.8 feet from the northeast corner of the southeast quarter of the southwest quarter of section 3, township 1 north, range 5 east of the Willamette Meridian, and running thence west 350.2 feet to the center of the old Cape Horn Road, thence northerly along the centerline of said Cape Horn Road to its intersection with the northeasterly line of said Old Cascade Road, thence along the easterly edge of said Cascade Road, south 27° 53' East 182.0 feet; thence south 39° 43' east 168.0 feet; thence south 52° 00' east 109.6 feet to the point of beginning.

Parcel D:

That tract of land in section 3, township 1 north, range 5 east of the willamette meridian, described as follows:

Commencing at the center of said section 3 south 20.30 chains; thence west to intersection with the southerly line of State Highway #8B, formerly known as State Road #8, which is the true point of beginning; thence west to the centerline of Old Cape Horn Road; thence northerly along the centerline of the Old Cape Horn Road to intersection with the

southerly line of the said State Highway #8B; thence easterly along the southerly line of said State Highway #8B to the point of beginning.

Parcel E:

A tract of land located in the southwest quarter of section 3, township 1 north, range 5 east of the Willamette Meridian, described as follows:

That portion of the following described tract of land lying southerly of secondary State Highway No. 8B.

Beginning at a point on the west line of the Cape Horn County Road 6.22 chains North 08°55' East from the southwest corner of the Charles Froeschle land in said section 3; thence north 79°08' west 1.47 chains; thence North 69°27' west 1.71 chains; thence North 61°52' west 2.61 chains; thence north 83°14' west 1.21 chains; thence south 82°52' west 3 chains; thence south 84° west 2.07 chains to a point on the north side of the State Road, said point being the southwest corner of the tract; thence north 10 chains to the northwest corner of the tract; thence east 7.82 chains to the Cape Horn County Road, said point being the northeast corner of the tract; thence along the west line of said road in a southeasterly direction to the point of beginning;

Together with all existing water rights and easements for water pipelines appurtenant thereto.

(d) Description of each default under the Contract on which the notice is based:

1. Failure to pay three years property taxes on the premises;
2. Failure to pay the balloon payment due on November 1, 1987, in the amount of \$32,151.33.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before February 15, 1988, 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 all 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 and unharvested crops on 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 improvements and unharvested crops to the sellers on February 15, 1988.

(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:

1. Monetary Delinquencies:

The balloon payment due November 1, 1987, in the amount of \$32,151.33

Real estate taxes and interest and penalties thereon for a three year period in an unspecified amount.

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

Attorney fees \$ 250.00

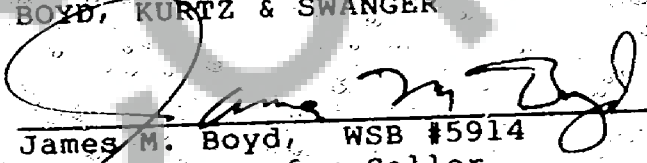
(i) The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to February 15, 1988.

NO EXTENSION IS AVAILABLE FOR 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 3rd day of November, 1987.

BOYD, KURTZ & SWANGER


James M. Boyd, WSB #5914
Of Attorneys for Seller
413 N.E. Everett Street
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(206) 834-6262