

FILED FOR RECORDS
SKAMANIA CO. WASH
BY JAMES M. BOYD

Nov 23 12 31 PM '87

AUDITOR

GARY M. OLSON

NOTICE OF INTENT TO FORFEIT

TO: DEAN M. BURK and SANDRA A. BURK
Husband and Wife
MP 2.14L Washougal River Road
Washougal, Washington 98671

ROBERT DIERINGER of Sidney
Blue Stone Realty
Second Mortgage holder
4445 S.W. Barbur Blvd.
Portland, Oregon 97201

Eva Grooms of Lenders Mortgage
Third Mortgage holder
8383 N.E. Sandy Blvd.
Portland, OR 97220

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:

George Ruth and Ruth L.
Ruth, Husband and wife,
Heirs and Beneficiaries
of Steuers, Sellers herein,
27112 N.E. 19th
Camas, WA 98607

James M. Boyd
Attorney for Sellers
413 N.E. Everett St.
Camas, WA 98607

(206) 834-6262

- (b) Description of Contract: Real Estate Contract dated November 11, 1971, executed by William C. Steuer and Anna R. Steuer, husband and wife, as Sellers, (and thereafter by inheritance transferred to George Ruth and Ruth L. Ruth, husband and wife, as beneficiaries and heirs of the Steuer estate), and Dean M. Burk and Sandra A. Burk, husband and wife, as Purchasers, which contract or a memorandum thereof was recorded under No. _____ on _____ in Skamania County, State of Washington.

- (c) Legal description of the property:

Situated in the County of Skamania, State of Washington:

A tract of land located in the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 33, Township 2 North, Range 5 E. W.M., described as follows:

BEGINNING at the northeast corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said section 33; thence west along the north line of said subdivision 662 feet; thence south 500 feet to the initial point of the tract hereby described; thence south 500 feet, more or less, to intersection with the center line of County Road No. 1106 designated as the Washougal River Road; thence following the center line of said road in a westerly direction to intersection with the west line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the said Section 33; thence north along said west line to a point 500 feet south of the north line of said Section 33; thence east 658 feet,

more or less, to the initial point; EXCEPT right of way for County Road No. 1106 designated as the Washougal River Road; and EXCEPT the west 299 feet of the above described tract.

SUBJECT TO: An easement for a water pipeline and the right to take water from a certain spring on the real estate under search and the right to repair and maintain the same, granted to Howard M. Lisman and Eileen D. Lisman, husband and wife, as more particularly described in an agreement dated July 6, 1964, and recorded Uly 8, 1964, at page 80 of Book 53 of Deeds, under Auditor's File No. 63693, Records of Skamania County, Washington.

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

1. Failure to pay the monthly payments of \$125.00 for the months of September, October, and November, 1987.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before March 1, 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 March 1, 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 monthly payments due for the months of September, October and November, 1987, in the amount of \$125.00 each, for a total of \$375.00, with interest due thereon.

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

Attorney fees \$ 350.00


(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 March 1, 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 19 day of November, 1987.

BOYD, KURTZ & SWANGER


James M. Boyd, WSB #5914
of Attorneys for Heirs
and Beneficiaries of Steuer estate
413 N.E. Everett Street
Camas, WA 98607
(206) 834-6262