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FILET FOR RECORD

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NOTICE OF INTENT TO FORFEIT

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TO: JOSEPH P. BERGE and
KATHRYN A. BERGE, husband and wife,
Wind River Highway
Carson, WA 98610

You are hereby notified that the Real Estate Contract described below, as assigned to Norman K. Rambo by Richard D. Rambo and Jewell R. Rambo, husband and wife, on May 4, 1982, 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:

Norman Rambo Seller 325 N. Kansas E. Wenatchee, WA 98802 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 January 3, 1979, executed by Richard D. Rambo and Jewell R. Rambo, husband and wife, as Sellers, and Joseph P. Barge and Kathryn A. Berge, husband and wife, as Purchasers, which contract or a memorandum thereof was recorded under No. 87966 on January 24, 1979, in Skamania County, State of Washington.
- (c) Legal description of the property:

Beginning at the southwest corner of the Northeast Quarter of the Northeast Quarter of Section 20, Township 3 North, Range 8 east, of the Willamette Meridian; thence north 247.5 feet; thence east 660 feet; thence south 247.5 feet; thence west 660 feet to the point of beginning. (Tax Lot No. 3-8-20-AA-1100)

Subject to rights of way of record.

- (d) Description of each default under the Contract on which the notice is based:
 - 1. Failure to pay the monthly payments of \$162.00 for the months of October, November and December, 1987, and January, February, March and April, 1988, together with interest due thereon.
 - 2. Failure to pay insurance in the amount of \$201.82.
 - 3. Failure to pay property taxes for the tax years 1986, 1987 and 1988.
- (e) Failure to cure all of the defaults listed in (g) and (h) on or before July 20, 1988, will result in the forfeiture of the contract.
- (f) The forfeiture of the Contract will result in the following;

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- All right, title and interest in the property of the purchaser and all persons claiming through the purchaser given this notice shall be terminated;
- 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 July 20, 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:
 - Monetary Delinquencies:

The monthly payments due for the months of October, November and December, 1987, in the amount of \$162.00 each, together with payments due for the months of January, February, March and April, 1988 in the amount of \$162.00 each, for a total due of \$1,134.00.

Interest due from October 1, 1987, through April 20, 1988, in the amount of \$397.54.

Insurance premium due and payable on March 31, 1986, in the amount of \$165.37 plus interest in the amount of \$36.45, for a total due of \$201.82.

Delinquent real estate taxes for 1986, 1987, and 1988 in the total amount of \$974.43 (which sum includes penalties and interest due Skamania County).

Monthly payments at the rate of \$162.00 per month together with interest on the unpaid principal sum at \$2.86 per day until paid, together with other tax penalties and assessments that may accrue until payment.

Non-monetary Delinquencies:

None

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

Attorney fees Accounting fees

\$ 500.00 75.00 (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 July 20, 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 1988.

BOYD, KURTZ & SWANGER

James M. Boyd, WSB #591 Of Attorneys for Seller 413 N.E. Everett Street Camas, WA 98607 (206) 834-6262