

105041

BOOK 109 PAGE 210

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON 61.30.010 et. seq.

1
2 TO: Dale & Jane Doe Hammrich
3 MPO.01L What Road
4 Washougal, WA 98671

Michael & Joan Doe Hammrich
MPO.01L What Road
Washougal, WA 98671

4 Robert J. & Loueva Hammrich
5 1326 NE Adams
6 Camas, WA 98607

Duane & June Doe Hammrich
MPO-17 What Road
Washougal, WA 98671

6 Roland & Jean Doe Hammrich
7 MPO.01L What Road
8 Washougal, WA 98671

8 All others who may be interested.

9 You are hereby notified that the Real Estate Contract described
10 below is in default, and you are provided the following information with
11 respect thereto:

11 (a) The name, address and telephone number of the seller and the
12 seller's attorney giving the notice:

12 Vernon P. THOMAS & Delores M. Thomas
13 14106 NE 119th St.
14 Brush Prairie, WA 98606
206-892-3366

15 JACKSON, JACKSON & KURTZ, INC., P.S.
16 Attorney for Seller
17 P. O. Box 96
Battle Ground, WA 98604
(206) 687-7106

18 (b) Description of the Contract: Real Estate Contract dated
19 September 15, 1987, executed by Vern Thomas and Delores M. Thomas, as
20 sellers, and Dale Hammrich and Michael Hammrich, both single men; and
21 Robert J. Hammrich & Loueva Hammrich, husband and wife, as purchasers,
which contract or a memorandum thereof was recorded September 25, 1978
under Auditor's File No. 87281 in book 75 at page 410, records of
Skamania County, Washington.

22 (c) Legal description of the property, situate in Skamania
23 County, Washington:

24 The Northeast quarter of the Northeast quarter of Section 3,
25 Township 1 North, Range 5 East of the Willamette Meridian, Skamania
26 County, Washington;

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JACKSON, JACKSON & KURTZ, INC., P.S.
ATTORNEYS AT LAW
P. O. BOX 96
BATTLE GROUND, WASHINGTON 98604
(206) 687-7106

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SKAMANIA CO. WASH
BY ELDER & JACKSON
APR 20 3 50 PM '88
AUDITOR
GARY H. OLSON

EXCEPT the North half of the Northwest quarter of the Northeast of the Northeast quarter of said section 3;

TOGETHER WITH an esement, 40 feet in width, along the North line of the Northwest quaarter of the Northeast quarter for access to Hillsberry Rd.

(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:

The monthly payments for January through April, 1988 inclusive; other payments, charges, fees, and costs including costs of title report, attorney's fees, cost of certified mailings and postage, recording fees, and copying charges.

2. Other defaults: None

(e) Failure to cure all of the defaults listed in (g) and (h) on or before July 29, 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 of all persons claiming through the purchaser 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 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 seller on August 8, 1988.

(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>
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Four (4) monthly payments at \$ 216.00 each
for January thru April, 1988:

\$ 864.00

TOTAL:

\$ 864.00

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:

Item	Amount
1. Cost of title report (estimated):	228.84
2. Service/posting of Notice of Intent to Forfeit (estimated):	50.00
3. Copying/postage (estimated):	25.00
4. Attorney's fee (estimated):	500.00
5. Long distance phone charges (est.):	15.00
6. Recording fees:	12.00

TOTAL:

\$ 830.84

The total amount necessary to cure the default is the sum of the amounts in (g) (1) and (h), which is \$1,694.84, plus the amount of any payments and real property taxes 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 JACKSON, JACKSON & KURTZ, INC., P.S., 804 E. Main Street, P. O. Box 96, Battle Ground, WA 98604.

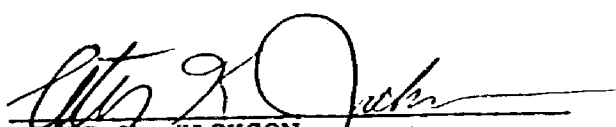
(i) The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to July 29, 1988.

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 18 day of April, 1988.


PETER K. JACKSON
Attorney for Seller
JACKSON, JACKSON & KURTZ, INC., P.S.
P. O. Box 96
Battle Ground, WA 98604
(206) 687-7106