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FILED FOR RECORD
SKAMIA CO. WASH.
BY JAILC KIRPISKI

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT

JUL 29 12 26 PM '88

A. New Dep.

AUDITOR

GARY M. OLSON

TO: The heirs at law of Marvin O. Allen, deceased
and Hazel M. Allen, deceased:

Keith Allen
Star Route
Carson, WA 98610

Kevin Musgraves
2511 N.E. 12th Apt. 5
Portland, OR 97212

Sheri Musgraves
12633 S.E. Division, Apt. 41
Portland, OR 97236

Jeffrey Musgraves
PO Box 151
Carson, WA 98610

Kim Martin
PO Box 514
Stevenson, WA 98648

Michelle Morrison
c/o Kim Martin
PO Box 514
Stevenson, WA 98648

Sue Musgraves
PO Box 315
Stevenson, WA 98648

Greg Musgraves
1050 Linde Ave.
New Braunfels, TX 78130

Walter and Margaret Long
c/o Walter and Frances Long
Stevenson, WA 98648

District Director of the
Internal Revenue Service
Western Division
915 2nd Avenue
Seattle, WA 98174

Department of Social & Health Services
P.O. Box 4269, S53-2
Vancouver, WA 98662

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Department of Labor & Industries
General Administration Building
M/S HC-900-1
Olympia, WA 98504

State of Washington Department of Revenue
415 General Administration Building
M/S AX-02
Olympia, WA 98504

The Real Estate Contract set forth below is in default. You are provided with the following information as required by law. If the default is not cured within the time allowed, the contract will be forfeited. Please read this Notice carefully. Please contact an attorney if you do not understand it.

- A. Seller and seller's agent or attorney's name, address and telephone numbers are:

The heirs at law of Eva Atkins
c/o Dennis M. Geary
8916 NE 24th Avenue
Vancouver, WA 98660
(Seller)

JAN C. KIELPINSKI, P.C.
Attorneys at Law
PO Box 510
Stevenson, WA 98648
(509) 427-5665
(Attorney for Seller)

- B. Real Estate Contract dated November 2, 1971, executed by Eva Atkins, a widow, as seller, and Marvin O. Allen, as purchaser, recorded under Skamania County Recording No. 74158.

- C. Legal description of property:

All that portion of the following described property lying North and East of the center of Carson Creek:

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 29, Township 3 North, Range 8 East of the W.M., described as follows: Beginning at a point 605 feet West and 129 feet South of the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 29; thence South 290 feet; thence West 200 feet; thence North 290 feet; thence East 200 feet to the point of beginning.

- D. Description of each default under the contract on which this notice is based:

1. Failure to make monthly payments.
2. Failure to pay real estate taxes.
3. Failure to keep property insured.

E. This contract will be forfeited on October 28, 1988, (at least 90 days from the date this Notice is recorded unless the contract provides for a longer time), unless you cure all of the defaults set forth in the Notice on or before that date.

F. The forfeiture of this real estate 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 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 of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
5. The purchaser and all persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops and timber to the seller ten (10) days after the declaration of forfeiture is recorded.

G. Itemized statement of failure to make payments as follows:

<u>Dates</u>	<u>Amounts</u>
2 payments not made in 1985	\$200.00
2 payments not made in 1986	200.00
1 payment not made in 1987	100.00
TOTAL	\$500.00

H. Itemized statement of other defaults, if any, and action required to cure:

1. Failure to pay real estate taxes as follows:

<u>Year</u>	<u>Amount of Tax</u>	<u>Interest (thru 6/30)</u>
1985	\$274.17	\$128.86
1986	254.03	93.99
1987	257.29	64.32
1988	262.81	13.14

(Real estate tax and interest for the year 1985 has been paid by Dennis Geary.)

2. Failure to keep property insured:

Amount of Insurance Premium: Unknown, due to present deteriorated state of property.

Purchaser is required to obtain and maintain insurance on the property in accordance with paragraph (2) of the contract.

I. Description and itemized statement of all other payments, fees, and costs, if any, to cure the default:

<u>Description</u>	<u>Amounts</u>
1. Title Report	\$160.50
2. Service/Posting Charges	\$ 50.00
3. Copying/Postage	\$ 7.00
4. Attorney's Fees	\$750.00
5. Accountant's Fees	\$ 60.00
6. Long Distance Telephone	\$ 10.00
7. Recording fees	\$ 9.00
TOTAL	\$1046.50

Insurance premium (estimated) 263.00

J. The total amount required to cure the default is \$2,895.11, plus estimated cost of insurance premium in the amount of \$263.00, plus any payments or late charges which fall due after the date of this Notice and on or prior to the date the default is cured.

Payment required to cure the default must be delivered to:

JAN C. KIELPINSKI, P.C.
Attorneys at Law
27 Russell Street
PO Box 510
Stevenson, WA 98648

K. You may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

L. You may have the right to request a court to order a public sale of the property; that such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the

seller's interest in the property; that the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the purchaser; that the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and that any action to obtain an order for public sale must be commenced by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

- M. Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom, when, and how it is required to be given.

Date of this Notice: July 21, 1988.

JAN C. KIELPINSKI, P.C.

By

Jan C. Kielpinski
JAN C. KIELPINSKI of
Attorneys for Dennis Geary