

105803

BOOK 110 PAGE 884

NOTICE OF INTENT TO FORFEIT
PURSUANT TO RCW 61

TO: Gary R. Hains and
Diane J. Hains
Husband and wife
21113 Church Drive
Sumner, WA 98390

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) Seller's name: James Richard Chandler, as his
separate estate

Address: c/o Sharon Marchan
327 Spruce Creek Road, Longview,
Washington 98632

Telephone No.: (206) 835-3540

Seller's Agent

or Attorney: David S. Kurtz

Boyd, Kurtz & Swanger

413 NE Everett

Camas, WA 98607

(B) Description of the Contract: Real estate contract
dated July 10, 1985, executed by James Richard Chandler,
as his separate estate, as seller, and Gary R. Hains and
Diane J. Hains, husband and wife, as purchasers, which contract, or
a memorandum thereof, was recorded under No. 99558 on July
12, 1985, records of Skamania County, Washington.

(C) Legal Description of the property:

(See Attachment A.)

(D) Description of each default under the contract
in which the notice is based:

NOTICE OF INTENT TO FORFEIT - 1

FILED FOR RECORD
SKAMANIA CO. WASH
BY DAVID S. KURTZ
413 NE EVERETT
CAMAS, WA 98607
SEP 14 4 24 PM '88
A. Y. New, Dep.
AUDITOR
GARY M. OLSON

Registered	\$
Indexed	\$
Indirect	\$
Filled	
Mailed	

Glenda J. Kimmel, Skamania County Assessor
By: *DM* Parcel # 2-6-26-4 - 2,000

TREASURER

8/4/88

1. Failure to pay the following past due items, the amounts and an itemization for which are given in (G) and (H) below.

Contract payments from May 25, 1988 to August 25, 1988.

Costs set forth in (H) below;

All totaling \$1,721.53

2. Other defaults:

(E) Failure to cure all of the defaults listed in (G) and (H) on or before December 20, 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, 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 or 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 March 20, 1987.

(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 actions required to clear the default;

1. Monetary delinquencies:

Item	Amount
Contract payments	\$1,171.53
Total	\$1,171.53

2. Actions required to cure any non-monetary defaults:

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

Item	Amount
Cost of Title Report	\$
Service/Posting of Notice of Intent to Forfeit (estimated)	20.00
Copy, Postage (estimated)	15.00
Attorneys Fees	500.00
Long Distance Phone Charges	
Late Charges	
Recording Fees	15.00
Total	\$550.00

The total amount necessary to cure the default is the sum of the amounts of (G)(1) and (H) which is the amount of \$1,721.53, plus the amount of any payments and late charges 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 David S. Kurtz, attorney, at the following address: 413 N.E. Everett, Camas, Washington, 98607.

(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 November 20, 1988.

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A
FAILURE TO PAY MONEY.

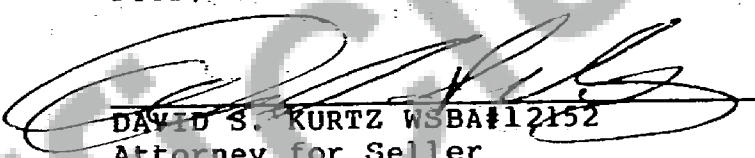
(J) Additional Information:

None

(K) Earlier Notice Superceded: This Notice of Intent
to Forfeit supercedes any Notice of Intent to Forfeit which
was previously given, if any, under this contract and which
deals with the same defaults.

Dated this 7th day of September, 1988.

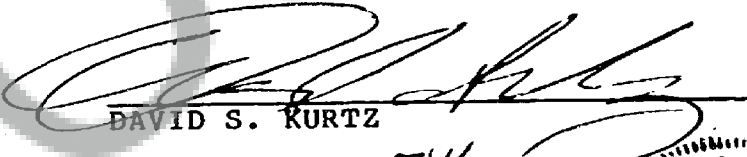
BOYD, KURTZ & SWANGER


DAVID S. KURTZ WSBA#12152
Attorney for Seller

STATE OF WASHINGTON)
County of Clark) ss.

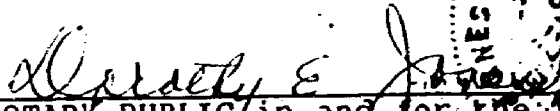
DAVID S. KURTZ, being first duly sworn upon oath, deposes
and states:

I am the attorney for the seller in the above-entitled
cause; I have read the foregoing Notice of Intent to Forfeit,
know the contents thereof, and believe the same to be true.


DAVID S. KURTZ

SUBSCRIBED AND SWORN to before me this 7th day of

September, 1988.


NOTARY PUBLIC in and for the
State of Washington, residing
My Commission Expires:

ATTACHMENT A

The land referred to in this Guarantee is situated in the State of Washington, County of Skamania and is described as follows:

Beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian; thence North $70^{\circ} 46'$ East 200 feet along the county road known and designated as Little Street; thence South $17^{\circ} 47'$ East 167 feet; thence South $70^{\circ} 46'$ West 251.05 feet; thence North 167 feet to the point of beginning.

ALSO beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of the said Section 26; thence North $70^{\circ} 46'$ East 200 feet along Little Street aforesaid to the initial point of the tract hereby described; thence South $17^{\circ} 47'$ East 401.5 feet; thence East 75 feet to the center of the county road formerly designated as State Highway No. 8; thence following said county road in a Northerly direction to the intersection with the Southerly line of Little Street to the initial point.