

106194

BOOK III PAGE 907

M.P.O.09 R PRINDLE ROAD
WASHOUGAL, WA. 98671
NOVEMBER 16, 1989

WALTER A. MUNDT
DEAR MR. MUNDT,

I HAVE RECEIVED THE REQUEST OF YOUR LAWYER DATED OCTOBER 14, 1988 TO EXTEND THE TIME PERIOD OF YOUR PURCHASE CONTRACT ON THE JOSEPHINE HAFLEY PROPERTY AT PRINDLE WASHINGTON. AS THE LETTER INDICATED THE CONTRACT IS NOW IN DEFAULT. THE FOLLOWING LETTER SPELLS OUT CERTAIN CONDITIONS THAT NOW APPLY.

AS YOU REMEMBER YOU PURCHASED FROM JOSEPHINE HAFEEY A HOUSE ON APPROXIMATELY ONE ACRE OF LAND AS DESCRIBED ON THE ATTACHED COPY OF THE DEED. THAT PURCHASE OCCURRED ON SEPTEMBER 15, 1981 AND WAS RECORDED SEPTEMBER 22, 1981 IN BOOK 80, PAGE 321, SKAMANIA COUNTY, STEVENSON WASHINGTON. THE PURCHASE WAS FOR \$38,000.00 WITH PAYMENTS OF \$350.00 PER MONTH, A BALLOON PAYMENT OF \$2150.00 ON OR BEFORE MARCH 15, 1982, AND THE BALANCE OF THE CONTRACT ON OR BEFORE SEPTEMBER 15, 1986.

IN OCTOBER 1982, I, CAROLYN BAJEMA (M.P. U.O.R
PRINDLE ROAD, WASHOUGAL, WA. 98671, phone # 206/837-3273)
BECAME THE EXECUTRIX OF THE JOSEPHINE HAFLEY ESTATE.
AT YOUR REQUEST, THE CONTRACT ON THE HAFLEY PROPERTY
WAS EXTENDED 2 YEARS TO SEPTEMBER 15, 1988. AS NOTED
ABOVE, THE FINAL PAYMENT DUE ON SEPTEMBER 15, 1988
HAS NOT BEEN RECEIVED AND THE CONTRACT IS IN DEFAULT.

PURSUANT TO THE STATE OF WASHINGTON LAW WHEN SUCH A DEFAULT OCCURS AND A "CURE" (SUCH AS THE CONTRACTED FOR PAYMENT) DOES NOT OCCUR WITHIN A SPECIFIED TIME (I.E. NO LESS THAN 90 DAYS) THE BUYER'S OWNERSHIP OF THE PROPERTY SHALL BE FORFEITED TO THE

To S
 In S
 Incident S
 Filed _____
 Mailed _____

W.A.
J. CORNWALL
SHERIFF OF SPANISH COUNTY

SELLOR. THEREFORE, I AM HEREBY NOTIFYING YOU THAT IF I DO NOT RECEIVE FROM YOU BY FEBRUARY 28, 1989 ALL MONIES OWED UNDER THE PREVIOUSLY EXTENDED CONTRACT YOU WILL HAVE TO FORFEIT TO ME AS EXECUTRIX OF THE HAFPEY ESTATE (a) ALL OF YOUR RIGHT, TITLE, AND INTEREST OF OWNERSHIP IN THE HAFPEY PROPERTY, (b) YOUR RIGHTS UNDER THE CONTRACT, (c) ALL OF YOUR PAYMENTS THAT HAVE ALREADY BEEN MADE PURSUANT TO THE CONTRACT, AND (d) ANY IMPROVEMENTS MADE TO THE PROPERTY. ACCORDING TO RIVERVIEW SAVINGS BANK YOU OWED \$24,131⁹³ ON SEPTEMBER 15, 1988. THE MONIES OWED ON FEBRUARY 28, 1989 WILL BE THAT \$24,131⁹³ (AS OF SEPTEMBER 15, 1988) PLUS INTEREST OF 11.5% PER ANNUM ON THAT AMOUNT FOR THE PERIOD OF TIME OF SEPTEMBER 15, 1988 TO THE DATE OF THE FINAL PAYMENT LESS ANY AMOUNTS OF MONEY RECEIVED FROM YOU IN THE INTERIM. AS AN ALTERNATIVE TO RECEIVING THE AFORESAID PAYMENT BY FEBRUARY 28, 1989, WOULD BE THE RECEIPT FROM YOU BY FEBRUARY 28, 1989 OF (a) A DOCUMENT REFLECTING THE RESULTS OF A THIRD-PARTY, LICENSED BUILDING INSPECTOR'S EXAMINATION OF THE HAFPEY PROPERTY, (b) EVIDENCE OF THE REPAIR OF ANY DEFICIENCIES IDENTIFIED BY THAT INSPECTION, AND (c) MONTHLY PAYMENTS OF \$350⁰⁰ ON THE 15TH OF EACH MONTH AFTER SEPTEMBER 15, 1988 UNTIL THAT DATE. THAT BUILDING INSPECTION SHOULD BE THE EQUIVALENT OF A COMPLETE PRE-SETTLEMENT AND/OR CONVENTIONAL LOAN INSPECTION. UPON RECEIPT OF THE RESULTS OF THE INSPECTION AND THE EVIDENCE OF ANY NEEDED REPAIRS I WILL EXTEND THE CONTRACT UNTIL SEPTEMBER 15, 1990 AT OTHERWISE THE SAME TERMS.

PURSUANT TO THE STATE OF WASHINGTON LAWS YOU DO HAVE THE RIGHT TO CONTEST THE FORFEIT OR TO SEEK AN EXTENSION OF TIME TO CURE THE DEFAULT BY COMMENCING A COURT ACTION PRIOR TO THE EFFECTIVE DATE OF THE FORFEITURE (I.E. FEBRUARY 28, 1989).

PLEASE LET ME KNOW AT YOUR EARLIEST CONVENIENCE AS TO HOW YOU WISH TO PROCEED SO THAT WE MAY MUTUALLY RESOLVE THIS MATTER.

SINCERELY,

Carolyn Bajema

CAROLYN BAJEMA

CC: GLEN MARK, ATTORNEY AT LAW
AUDITOR, SKAMANIA COUNTY

FILED FOR RECORD
SKAMANIA CO WASH
BY CAROLYN BAJEMA

Nov 16 11 24 AM '88

d. New Dep.
AUDITOR
GARY M. OLSON

COMMONWEALTH LAND
TITLE INSURANCE COMPANY
Philadelphia, Pennsylvania

FILED FOR RECORD AT REQUEST OF

THIS SPACE PROVIDED FOR RECORDER'S USE:

WHEN RECORDED RETURN TO

Name

Address

City, State, Zip

Statutory Warranty Deed

THE GRANTOR JOSEPHINE G. HAFLEY, a widow, as her separate estate

for and in consideration of Ten dollars and other valuable considerations

in hand paid, conveys and warrants to

WALTER A. MUNDT AND JANET H. MUNDT, husband and wife
the following described real estate, situated in the County of Clark, State of Washington:

That portion of the Northeast quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, described as follows:
BEGINNING at a point on the North boundary of the North Bank Highway right of way which is South 85° 52' West 195.5 feet from the Northwest corner of the property owned in the year 1923 by School District 9; thence North 38° 03' West 116 feet along the old Gunther-Gattanini Road; thence North 8° 01' West 150 feet; thence South 81° 59' West 200 feet; thence South 16° 21' East along a creek at a distance of 6 feet from the center of said creek a distance of 100 feet; thence South 32° 01' East continuing along the aforesaid creek 6 feet from its center for a distance of 166 feet to the North boundary of the North Bank Highway right of way; thence North 83° 29' East along said North right of way 170 feet to the point of beginning.

EXCEPT that portion conveyed to the State of Washington by deed recorded November 20, 1925 in Volume "U", Page 464, records of Skamania County, Washington.

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated September 15, 1981, and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Sales Tax was paid on this sale on September 22, 1981

, Rec. No. 8437

Dated September 15, 1981

Josephine G. Haffey
Josephine G. Haffey

STATE OF WASHINGTON
COUNTY OF Clark ss.

On this day personally appeared before me
Josephine G. Haffey
to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this
15th day of September, 1981

Steven Lawrence
Notary Public in and for the State of Washington, residing at Vancouver, FORM 3158 (Washington)

STATE OF WASHINGTON
COUNTY OF ss.

On this day of 19 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

and
to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington, residing at