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BOOK 112 PAGE 43
FILED FOR RECORD
SKAMANIA COUNTY WASH
BY *[Signature]*

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT

JAN 12 4 19 PM '89

[Signature]
AUDITOR
GARY M. OLSON

TO: FORD E. GRIFFEE
MP 0.06 Moorage Road
Skamania, Washington 98648

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. Sellers and sellers' agent or attorney's name, address and telephone numbers are:

Robert A. Rhode
Marjorie F. Rhode
17401 S.E. 39th Street
Camas, Washington 98607
(206) 254-6365

KIELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
PO Box 510
Stevenson, Wa. 98648
(509) 427-5665

B. Description of Contract:

Real and Personal Property Contract dated July 28, 1981, by and between Robert A. Rhode and Marjorie F. Rhode, husband and wife, as seller(s), and Clayton L. Anderson and Donna R. Anderson, husband and wife, as purchaser(s), recorded under Skamania County Auditor's File No. 92997 in Book 80, Page 238, assigned by Purchasers' Deed and Assignment of Real and Personal Property Contract dated November 17, 1987, by and between Clayton L. Anderson and Donna R. Anderson, husband and wife, as seller(s) and Ford E. Griffiee, as purchaser(s), recorded under Skamania County Auditor's File No. 104396 on December 2, 1987, in Book 107, Page 755.

C. Legal description of property:

A tract of land located in the Northwest Quarter of the Northeast Quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point South 534 feet and East 787.43 feet from the quarter corner on the North line of said Section 35; thence North 77°57' West 190 feet more or less, to the Southerly right of way line of Primary State Highway No. 8; thence Easterly along the Southerly line of said highway to the center line of the channel change of Woodard Creek as described in deed to the Spokane, Portland and Seattle Railway Company dated July 28, 1909, and recorded at page 492 of Book "L" of Deeds, records of Skamania County, Washington; thence following the center line of said

Glenda J. Kimmel, Skamania County Assessor
By: *[Signature]* Parcel # 2-6-35-800

Registered ☒
Indexed, ☒
Indirect ☒
Filmed ☒
Mailed ☒

channel change of Woodard Creek in a Southeasterly direction to intersection with the East line of the Northwest Quarter of the Northeast Quarter of the said Section 35; thence South to the Northerly right of way line of the Spokane, Portland and Seattle Railway Company; thence Westerly 435 feet, more or less, along said Northerly right of way line to a point South $01^{\circ}02'$ West 285.6 feet from the point of beginning; thence North $01^{\circ}02'$ East 285.6 feet to the point of beginning.

EXCEPT that portion thereof conveyed by the aforesaid deed dated July 28, 1909, to the Spokane, Portland and Seattle Railway Company in connection with the channel change of Woodard Creek.

TOGETHER WITH and SUBJECT TO all water rights and water pipelines now serving such real property, including but not limited to those water rights transferred by easement deed from Sam Samson, et ux. to William L. Payment, et ux., recorded in Book 29, at page 125, records of Skamania County, Washington.

SUBJECT TO easement for telephone line system as reflected in instrument recorded under Auditor's File No. 84859, records of Skamania County, Washington, and easements and rights of way for public roads over and across such real property.

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

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

E. This contract will be forfeited on April 13, 1989 (at least ninety (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 this Notice on or before that date.

F. The forfeiture of this contract will result in the following:

1. All right, title, and interest in the property of the purchaser and, to the extent elected by the sellers, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the sellers' interest in the property 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 sellers 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, if any, and timber, on the property shall belong to the sellers; and
5. The purchaser and all other 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 sellers 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>
October 10, 1988	\$ 542.30
December 10, 1988	\$2,042.30
January 10, 1989	\$2,042.30

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

Failure to pay 1987 real property taxes of \$2,313.91 plus interest and penalty. Must be paid to Treasurer of Skamania County.

Failure to pay 1988 real property taxes of \$2,415.90 plus interest and penalty. Must be paid to Treasurer of Skamania County.

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

<u>Description</u>	<u>Amounts</u>
Title Report	\$ 749.00
Service/Posting charges	\$ 20.00 (estimated)
Copying/postage charges	\$ 5.00 (estimated)
Attorney's fees	\$ 500.00
Long distance phone	\$ 20.00 (estimated)
Late charges	\$
Recording fee	\$ 8.00
	\$
	\$
TOTAL	\$ 1302.00

J. The total amount required to cure the default is \$ 10,658.71, plus any accrued interest and penalties on real property taxes and 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:

KIELPINSKI & LOURNE, 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. 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 sellers' interest in the property. 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. The court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court. 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. Sellers are not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

Date of this Notice: January 12, 1989.

KIELPINSKI & LOURNE, P.C.

By

JAN C. KIELPINSKI
Attorneys for Sellers