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RETURN TO Ned Hall  
1109 Broadway  
Vancouver, WA 98660  
VOL. \_\_\_\_\_ PAGE \_\_\_\_\_

106577

NOTICE OF INTENT TO FORFEIT BOOK 113 PAGE 11

PURSUANT OF HE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO: Larry Hadick and CherylAnne Hadick,  
husband and wife,  
7014 W. 19th street  
Vancouver, WA 98660

YOUR ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

- (a) The name, address and telephone number of the seller and the seller's attorney giving the Notice:

Robert L. DeVilliers and Lillian M. DeVilliers,  
husband and wife  
2503 E. 35th Street  
Vancouver, WA 98663 (206) 695-7544

Ned Hall  
Attorney at Law  
1109 Broadway  
Vancouver, WA 98660 (206) 694-3351

- (b) Description of the Contract: Real Estate Contract dated January 30, 1982, executed by Robert L. DeVilliers and Lillian M. DeVilliers, husband and wife as sellers, and Larry Hadick and CherylAnne M. Hadick, husband and wife as purchasers, which Contract was recorded in Volume 80 at Page 843, Receiving number 93674, Records of the Auditor of Skamania County, Washington, on February 8, 1982.

- (c) The legal description of the property:

All of the following described real property situate in Klickitat County, to-wit:

All of the property on Exhibit "A" hereto annexed and hereby made a part hereof as though fully set forth herein, being real property in Skamania County, Washington.

-1-

WA 252 PAGE 03

Registered S  
Ind. \_\_\_\_\_  
Inscribed \_\_\_\_\_  
Filed \_\_\_\_\_  
Mailed \_\_\_\_\_

(d) Description of each default under which the Contract of 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 called for in the Contract and the real property general taxes.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before May 20, 1989, 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 purchasers and of all persons claiming through the purchasers 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 due the seller on May 20, 1989.

(g) The following is a statement of payments of money in default or, where indicated, and estimate thereof, and for any defaults not involving the failure to pay the money the action required to cure the default:

Monetary Delinquencies:

1. Contract installment payments of \$150.00 per month due on the 1st day of August, 1988, and on the first day of each and every month thereafter to and including February 1st, 1989.

Total

\$1050.00

2. Real property general taxes as follows:

1987 and 1988 total estimated in excess of  
\$300.00

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

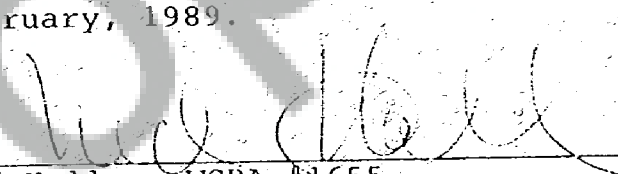
1. Late charge of \$15.00 per month for 7 months: \$105.00

The total amount necessary to cure the default is the  
the sum of the amounts of (g) and (h) which is  
\$1,455.00 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, and plus interest on the  
real property taxes. Monies required to cure the  
default may be tendered to Ned Hall, Attorney at  
Law at the following address: 1109 Broadway, Vancouver,  
Washington, 98660, telephone Number (206) 694-3351.

(i) The purchaser or any person claiming through the  
purchaser has the right to contest the forfeiture  
or to seek and extension of time to cure the default,  
or both, by commencing a court action prior to  
May 20, 1989.

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

Dated this 13<sup>th</sup> day of February, 1989.

  
Ned Hall, WSBA #1655  
Attorney for Sellers

STATE OF WASHINGTON )  
: ss.  
County of Clark )

On this day before me personally appeared Ned Hall,  
attorney for Sellers, to me known to be the same person named  
in and who executed the foregoing instrument and acknowledged

to me that he signed the same as his free and voluntary act  
and deed for the uses and purposes therein mentioned.

WITNESS my hand and seal this 13<sup>th</sup> day of February,  
1989.

Edna D. Nickerson  
Notary Public for Washington  
Residing in Vancouver, therein.  
My Commission Expires: 11/1/90





EXHIBIT "A"

The following described real property situate in Skamania County, Washington, to-wit:

Lot 1, as described in and delineated on SHORT PLAT recorded under Auditor's File No. 91417, in Book 2 of Short Plats, at Page 190-A, being that portion of the West half of the East half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of said West half of the East half of the Northeast quarter of the Northeast quarter; thence North 03°12'12" East, along the East line thereof, 300.44 feet; thence North 88°46'28" West, parallel with the South line of said West half of the East half of the Northeast quarter of the Northeast quarter, 326.92 feet to the West line thereof; thence South 03°00'42" West, along said West line, 300.41 feet to the Southwest corner of said West half of the East half of the Northeast quarter of the Northeast quarter; thence South 38°46'28" East, along the South line thereof, 325.91 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement 60 feet in width, for ingress, egress and utility purposes following existing gravel road known as Archer Mountain Road to Duncan Road as per instrument recorded in Book 73 of Deeds, Page 410, Records of said County.

TOGETHER WITH AND SUBJECT TO an easement for ingress, egress and utilities over, under and across a strip of land 60 feet in width lying 30 feet to each side of the following described centerline:

A Portion of the East half of the Northeast quarter of the Northeast quarter of Section 32, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

## Exhibit "A" (Continued)

BEGINNING at a 1/2" iron rod at the Northeast corner of Section 32; thence North 88°48'42" West along the North line of the Northeast quarter, 330.32 feet to the Northwest corner of the East half of the East half of the Northeast quarter of the Northeast quarter of Section 32, and the TRUE POINT OF BEGINNING of this centerline description; thence South 03°12'12" West along the West line thereof, 482.50 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 64.22 feet; thence South 40°00'00" West, 10.83 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 86.71 feet; thence South 09°41'00" East, 36.56 feet; thence along the arc of a 30 foot radius curve to the right for an arc distance of 56.95 feet; thence North 80°55'00" West, 129.51 feet; thence along the arc of a 100 foot radius curve to the right for an arc distance of 26.12 feet; thence North 65°57'00" West, 22.87 feet; thence along the arc of a 40 foot radius curve to the left for an arc distance of 77.52 feet; thence South 03°11'42" West parallel with and 30 feet East of the West line of said East half of the Northeast quarter of the Northeast quarter, 210.34 feet; thence along the arc of a 100 foot radius curve to the left for an arc distance of 33.62 feet; thence South 16°15'00" East, 13.24 feet; thence along the arc of a 75 foot radius curve to the left for an arc distance of 62.51 feet; thence South 64°00'00" East, 65.11 feet; thence along the arc of a 250 foot radius curve to the left for an arc distance of 133.37 feet; Thence North 85°26'00" East, 55.10 feet to the terminus of said centerline at a point which bears South 20°28'09" West, 1112.22 feet from a 1/2" iron rod at the Northeast corner of Section 32.