

FILED FOR RECORD
SKAMANIA CO. WASH
BY JAMES M. BOYD

JUN 20 10 55 AM '89

A. V. J. J. J.
ADJUTANT
GARY H. OLSON

NOTICE OF INTENT TO FORFEIT

TO: Elma M. Perrin
6001 N.E. 162nd Ave.
Vancouver, Washington

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) The name, address, and telephone number of the seller and, if any, the seller's agent or attorney giving the notice:

Donna E. Luhr, Seller
2815 B Street
Washougal, WA 98671
(206) 835-9795

James M. Boyd
Attorney at Law
413 N.E. Everett St.
Camas, WA 98607
(206) 834-6262

- (b) Description of Contract: Real Estate Contract dated May 23, 1988, executed by Frank N. Luhr and Donna E. Luhr, husband and wife, as Sellers, and Elma M. Perrin, as Purchaser, which contract or a memorandum thereof was recorded under No. 105188 on May 25, 1988, in Skamania County, State of Washington.

- (c) Legal description of the property:

Situated in Skamania County, State of Washington:

The Southwest quarter of the Northwest quarter of Section 33, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington,

Together with a 1979 Skyline mobile home, 52/24, serial number 01910759M.

- (d) Description of each default under the Contract on which the notice is based:

1. Failure to pay the monthly payments of \$275.00 for the months of April, May and June, 1989, together with 5% late charge penalty.

2. Failure to pay balloon payment due June 23, 1989 in the amount of \$3,300.00.

3. Failure to pay property taxes for the second half of 1988 in the amount of \$180.00 plus penalties and interest.

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before October 10, 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 purchaser and all persons claiming through the purchaser given this notice shall

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- 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 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 sellers on October 10, 1989.

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

1. Monetary Delinquencies:

The monthly payments due for the months of April, May and June 1989, in the amount of \$275.00 each together with 5% late charge penalty.

Balloon payment due June 23, 1989, in the amount of \$3,300.00.

Delinquent real estate taxes for the second half of 1988 in the amount of \$180.00 plus interest and penalties until paid in full.

Monthly payments at the rate of \$275.00 per month together with interest on the unpaid principal sum at 10% per annum until paid, together with 1989 taxes as they become due and other tax penalties and assessments that may accrue until payment.

2. Non-monetary Delinquencies:

None

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

Attorney fees \$ 500.00

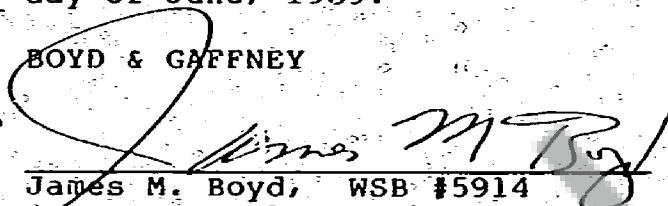
(i) The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to October 10, 1989.

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

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 27 day of June, 1989.

BOYD & GAFFNEY


James M. Boyd, WSB #5914
Of Attorneys for Seller
413 N.E. Everett Street
Camas, WA 98607
(206) 834-6262