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BOOK 115 PAGE 585

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SKAMANIA COUNTY

BY *Jan Kufnerke*

Aug 22 4 42 PM '83

*E. McFarland*

D. AUDITOR

GARY M. OLSON

NOTICE OF INTENT TO FORFEIT  
REAL ESTATE CONTRACTTO: GARY R. HAINS and DIANE J. HAINS  
21113 Church Lake Drive  
Sumner, WA 98390

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. Seller and seller's agent or attorney's name, address and telephone numbers are:

Nell L. Hill  
R. Lee MacDonald  
MP 45.93R SR 14  
Stevenson, WA 98648  
509-427-8098

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

B. Real Estate Contract dated January 22, 1987, by and between Nell L. Hill, a single woman, and R. Lee MacDonald, a single woman, as tenants in common, as sellers, and GARY R. HAINS and DIANE J. HAINS, husband and wife, as purchasers, recorded under Skamania County Auditor's File No. 102555 on January 22, 1987 in Book 103 at Page 991.

C. Legal description of property:

Commencing at a point on the East line of the Southwest Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, which point is 493 feet North of the South 16th corner of said Southeast Quarter; thence North 81° 13' West 75 feet, more or less, to the extension Southerly of the East line of that parcel of land deeded to Gary R. Hains, et ux., by deed recorded December 5, 1985 in Book 85 on page 358; thence North 02° 45' West 305 feet to the Northeast corner of said Hains parcel; thence North 81° 13' West 787 feet, more or less, to a point which bears South 25° 14' West from the Northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 26; thence North 25° 14' East to the intersection with the North line of the Southwest Quarter of the Southeast Quarter of said Section 26; thence East along the said North line to the Northwest corner of that parcel deeded to James A. Kallas, et ux., by deed recorded March 29, 1979 in Book 76 on page 323; thence South 06° 23' East along the West line of said Kallas parcel to the Northeast corner of that

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WILMA J. CORNWALL  
TREASURER OF SKAMANIA COUNTY

Glenda J. Kimmel, Skamania County Assessor  
By: *DK* Parcel # 2-6-26-4-1001

parcel deeded to Ernest C. Roberts, et ux., by deed recorded July 7, 1975 in Book 69 on page 162; thence West along Roberts' North line 100 feet; thence South 06° 23' East along Roberts' West line 200 feet; thence East along the North line of Tiny Road 400 feet, more or less, to the East line of the Southwest Quarter of the Southeast Quarter of said Section 26; thence South along said East line to the point of beginning.

SUBJECT TO an easement, including its terms, covenants and provisions, as disclosed by instrument in favor of Northwestern Electric Company, a Washington corporation, recorded September 24, 1930 in Book "W" of Deeds at page 481 for an electric transmission line.

AND SUBJECT TO an easement, including its terms, covenants and provisions, as disclosed by instrument in favor of Bonneville Power Administration recorded July 19, 1957 under Skamania County Auditor's File No. 52469 in Book 44 at page 18 for an electric transmission line.

AND SUBJECT TO the rights of the public in that portion of the above described real estate lying within Tiny Road and Little Street.

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

1. Failure to make monthly payments
2. Failure to pay real estate taxes

E. This contract will be forfeited on November 23, 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 seller(s), of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's 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 seller or other person to whom paid and entitled thereto;
4. All improvements made to Seller and unharvested crops, if any, and timber, on the property shall belong to the seller; 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 seller 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>
June 22, 1988	\$ 218.13
July 22, 1988	\$ 218.13
August 22, 1988	\$ 218.13
September 22, 1988	\$ 218.13
October 22, 1988	\$ 218.13
November 22, 1988	\$ 218.13
December 22, 1988	\$ 218.13
January 22, 1989	\$ 218.13
February 22, 1989	\$ 218.13
March 22, 1989	\$ 218.13
April 22, 1989	\$ 218.13
May 22, 1989	\$ 218.13
June 22, 1989	\$ 218.13
July 22, 1989	\$ 218.13

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

Failure to pay the second 1/2 of 1987 real estate taxes of plus interest and penalty.	\$ 65.06
Failure to pay 1988 real estate taxes of plus interest and penalty.	\$133.15
Failure to pay 1989 real estate taxes of plus interest and penalty.	\$115.94

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

<u>Description</u>	<u>Amounts</u>
Title Report	\$ 200.09
Service/Posting charges	\$
Copying/postage charges	\$ 10.00
Attorney's fees	\$500.00
Long distance phone	\$ 10.00
Late charges	\$ 50.00
Recording fee	\$ 9.00
	\$
	\$

TOTAL \$779.09

J. The total amount required to cure the default is \$ 4,147.06, plus penalties and interest accruing on the unpaid real estate 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 seller's 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. The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

Date of this Notice: August 22, 1989.

KIELPINSKI & LOURNE, P.C.

By [Signature]  
JAN C. KIELPINSKI, of  
Attorneys for Seller(s)