

NOTICE OF INTENT TO FORFEIT PURSUANT TO
CHAPTER 61.30, REVISED CODE OF WASHINGTON

TO: JOEY D. CURRY
1241 Benton Street
Camas, WA 98607

and

CAROL A. CURRY
1805 N.W. Franklin Street
Camas, WA 98607

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

1. The name, address and telephone number of the Sellers and of Sellers' attorney giving this notice is as follows:

SELLERS

Richard W. London
Betty B. London
38713 N.E. Washougal River Road
Washougal, WA 98671

SELLERS' ATTORNEY

Roger D. Knapp
Attorney at Law
430 N. E. Everett Street
Camas, WA 98607
(206) 834-4611

FILED FOR RECORD

SKAMANIA CO. WASH

BY *Roger Knapp*

SEP 8 3 42 PM '89

E. McFarland

AUCTION

GARY E. OLSON

2. Description of the Contract: The Real Estate Contract referred to herein is dated October 8, 1985, and was executed by Richard W. London and Betty B. London, husband and wife, as Sellers, and Joey D. Curry and Carol A. Curry, husband and wife, as Purchasers. Said contract was recorded on October 17, 1985, under Auditor's File No. 100144, records of Skamania County, Washington.

3. The property which is the subject of the contract is described as follows:

County of Skamania, State of Washington:

A tract of land in the Southwest quarter of the Southwest quarter of Section 22, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southwest corner of said Section 22; thence North along the West line thereof a distance of 744.18 feet, more or less, to the Southwest corner of tract of land conveyed to Dennis E. Miner, et ux, by deed recorded November 9, 1977 under Auditor's File No. 85244, in Volume 73 of Deeds, page 770, records of Skamania County, Washington; thence East along the South line of said tract a distance of 842.41 feet more or less, to the Northwest corner of a tract of land described in contract to Alan G. Bailey, et ux, recorded August 9, 1973, under Auditor's File No. 76461, in Volume 65 of Deeds, page 570, records of Skamania County, Washington; thence South along the West line of said tract a distance of 736.98 feet, more or less, to a point on the South line of said Section 22; thence West along said South line a distance of 837.17 feet, more or less, to the point of beginning.

Glenda J. Kimmel, Skamania County Assessor
By *[Signature]* Parcel # 02-2-000603-00
G.P.A.

WILMA J. CORNWALL
TREASURER OF SKAMANIA COUNTY

Registered *E*
Indexed *P*
Indirect
Filed *4-15-89*
Filed

Notice of Intent to Forfeit Pursuant to
Chapter 61.30, Revised Code of Washington

Page 2

4. The defaults under the contract on which this notice is based are as follows:

- a. Failure to pay fifteen (15) monthly installments of \$200.00 each for the months of July, 1988, through September, 1989, for a total of \$3,000.00.
- b. Failure to reimburse Sellers for payment of 1986, 1987, 1988 and 1989 real property taxes, interest and penalties in the amount of \$1,409.57, plus interest thereon at the rate of 10% per annum to be computed from August 25, 1989.

5. The aforescribed Real Estate Contract will be forfeited on December 15, 1989, unless the items of default are cured as hereinafter provided.

6. The forfeiture of the contract will result in the following:

- a. All right, title and interest in the property of the Purchasers and of all persons claiming through the Purchasers or whose interests are otherwise subordinate to Sellers' interest in the property shall be terminated;
- b. The Purchasers' rights under the contract shall be cancelled;
- c. 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;
- d. All of the Purchasers' rights and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Sellers; and
- e. The Purchasers and all of the persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops to the Sellers ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of the payments of money in default. There are no defaults not involving the failure to pay money:

- a. Failure to pay fifteen (15) monthly installments of \$200.00 each for the months of July, 1988, through September, 1989. \$3,000.00
- b. Failure to reimburse Sellers for payment of 1986, 1987, 1988 and 1989 real property taxes, interest and penalties, plus interest thereon at the rate of 10% per annum to be computed from August 25, 1989. \$1,409.57

8. The following is a statement of other payments, charges, costs and fees necessary to cure default:

- a. Recording of Notice of Intent to Forfeit (Estimated) \$ 8.00
- b. Service of Notice of Intent to Forfeit (Estimated) \$ 45.00
- c. Copying and Postage (Estimated) \$ 25.00

Notice of Intent to Forfeit Pursuant to
Chapter 61.30, Revised Code of Washington

Page 3

9. The total amount necessary to cure the defaults is the sum of the delinquent payments and late charges in the amount of \$4,409.57, plus payment of charges, fees and costs of \$78.00, plus the amount of any payments and taxes which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured, plus interest at the rate of 10% per annum to be computed from August 25, 1989 on the sum of \$1,409.57 representing real property taxes paid by Sellers.

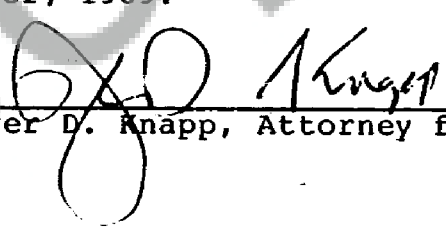
Monies required to cure this default must be tendered to Roger D. Knapp, Attorney at Law, at the following address: 430 N.E. Everett Street, Camas, Washington, 98607.

10. Any person to whom this Notice is given may have the right to contest 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 a summons and complaint before the Declaration of Forfeiture is recorded.

11. Any person to whom this notice is given 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 Purchasers. 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.

12. Sellers are not required to give any person any other notice of default before the Declaration which completes this forfeiture is given. Such Declaration of Forfeiture will be given on or about December 15, 1989.

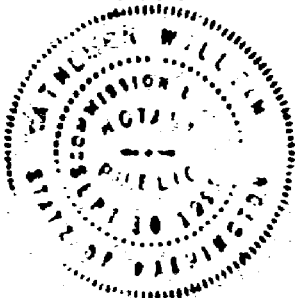
DATED this 8 day of September, 1989.

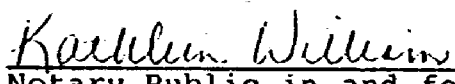

Roger D. Knapp, Attorney for Sellers.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ROGER D. KNAPP, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8 day of September, 1989.




Notary Public in and for the State of
Washington, Residing at Camas.
My appointment expires: 9-30-90