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BOOK 116 PAGE 421

Upon Recording Return to:

J. James Gallagher
Graham & Dunn
Tacoma Financial Center, Ste. 1300
1145 Broadway Plaza
P.O. Box 1215
Tacoma, WA 98401-1215

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SKAMANIA CO. WASH
BY *Graham & Dunn*

OCT 23 11 25 AM '89

J. Salvesen
AUDITOR
GARY M. OLSON

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: JOHN L. MORASCH and MARCHETA M. MORASCH ("Purchaser")
8317 E. Mill Plain Blvd.
Vancouver, WA 98664

Re: Real Estate Contract Forfeiture

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 the Seller's agent or attorney giving the notice:

Seller:

Seth A. Knapp
Eleanor M. Knapp, husband and wife
P.O. Box 1036
Gig Harbor, WA 98335
(206) 857-4335

Attorney

J. James Gallagher
Graham & Dunn
Tacoma Financial Center, Suite 1300
1145 Broadway Plaza
P.O. Box 1215
Tacoma, WA 98401-1215
(206) 572-9294

(b) Description of the Contract: Real Estate Contract dated June 29, 1984, executed by John L. Morasch and Marcheta M. Morasch, husband and wife, as Purchaser, and Seth A. Knapp and Eleanor M. Knapp, husband and

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wife, as Seller, which Contract was recorded under Book No. 83 Deed at Page 923, records of Skamania County, Washington.

- (c) Legal description of the property is as follows:

See attached Exhibit A.

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

1. Failure to pay the past due amounts that are itemized in paragraph (g) below.

- (e) Failure to cure all the defaults stated in this Notice on or before January 25, 1990, will result in the forfeiture of the Contract. A declaration of forfeiture will be recorded after January 25, 1990 if the defaults have not been cured.

- (f) The forfeiture of the Contract will result in the following:

1. All right, title and interest in the property of you and of all persons claiming through you or whose interests are otherwise subordinate to the Seller's interest in the property shall be terminated;
2. Your 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 of your rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
5. You and all 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 days after the declaration of forfeiture is recorded.

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

1. Monetary Delinquencies:

Item	Amount
July, 1989 payment	\$485.00
August, 1989 payment	\$485.00
September, 1989 payment	\$485.00
5% late fee for each of the months of July, August and September, 1989	\$ 72.75
Total	\$1,527.75

The total amount necessary to cure the defaults is the sum of the amounts in (g)(1), which is \$1,527.75, 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. You must cure the default prior to January 25, 1990. Monies required to cure the default may be tendered to J. James Gallagher of Graham and Dunn, attorney for Seth A. Knapp and Eleanor M. Knapp at the address for such attorneys set forth in paragraph (a) of this Notice of Intent to Forfeit.

- (h) The Purchaser or any person claiming through the Purchaser may have 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 the date on which a declaration of forfeiture is recorded.

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

- (i) 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; and 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;

- (j) The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

DATED this 18th day of October, 1989.

GRAHAM & DUNN

By:

[Signature]
J. James Gallagher
Attorneys for Seller

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this 18th day of October, 1989,
before me personally appeared J. JAMES GALLAGHER of the
law firm of GRAHAM & DUNN, to me known to be the
individual described in and who executed the foregoing
instrument, and acknowledged said instrument to be his
free and voluntary act and deed, for the uses and
purposes therein mentioned.

IN WITNESS WHEREOF, I have set my hand and affixed
my official seal the day and year first above written.

[Signature]
NOTARY PUBLIC in and for the
State of Washington, residing
at Federal Way,
My Commission Expires 2/28/92

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ORDER NO. 6340

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EXHIBIT "A"

PARCEL I

That portion of the Northeast Quarter of the Southeast Quarter of Section 25, Township 2 North, Range 5 East of the Willamette Meridian lying Southerly of the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 transmission lines.

PARCEL II

BEGINNING at the Northwest corner of the Southwest Quarter of Section 30, Township 2 North, Range 6 East of the Willamette Meridian; thence East along the Quarter Section line 51 rods; thence South parallel with the West line of said Section 30, 80 rods; thence West 53 rods to the West line of said Section 30; thence North 30 rods to the point of beginning.

EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 transmission lines.

PARCEL III

BEGINNING at the Northeast corner of the Southwest Quarter of Section 30, Township 2 North, Range 6 East of the Willamette Meridian; thence South along the Quarter Section line 136 rods; thence West parallel with the South line of said Section 30, 80 rods; thence North 26 rods to the center of the Southwest Quarter of said Section 30; thence West parallel with the South line of said Section 30, 27 rods; thence North parallel with the West line of said Section 30, 80 to the Quarter Section line; thence East 107 rods to the point of beginning.

EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's Bonneville-Vancouver No. 1 and No. 2 transmission lines.

RECORDER'S NOTE: PORTIONS OF
THIS DOCUMENT POOR QUALITY
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DAILY RECORDINGS
BOARD OF COUNTY COMMISSIONERS
MANAGING APPLICATIONS