

108328

BOOK 116 PAGE 888

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLE

Nov 30 11 28 AM '89

P. Lowry
AUDITOR
GARY H. OLSON

AMENDED NOTICE OF INTENT TO FORFEIT REAL
ESTATE CONTRACT PURSUANT TO CHAPTER 61.30,
REVISED CODE OF WASHINGTON

TO: Jack A. Sunseri
31 Crest Road
Lafayette, CA 94549

Gladine Ida Sickles
31 Crest Road
Lafayette, CA 94549

Steven R. Reams
5773 Dolores Drive
Rohnert Park, CA 94928-1768

Steven V. Ingerson
3200 Naches-Tieton Road
Tieton, WA 98947

Brian S. Grier and
Christine Grier
12901 NE 111th Street
Vancouver, WA 98682

Robert G. Kalander and
Lynne A. Kalander
17661 Collie Lane
Huntington Beach, CA 92647

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.

1. Seller and Seller's attorney's names, addresses, and telephone numbers:

Seller:

Anderson Diversified, Inc.
c/o Don Anderson
17231 SE Evergreen Highway
Camas, Washington 98607
(206) 892-9402

Seller's Attorney:

Douglas J. Bratt
1104 Main Street, Suite 400
P.O. Box 61566
Vancouver, Washington 98666
(206) 699-4780

RECEIVED
12-1-89
FILED

2. Real Estate Contract dated March 5, 1981, and recorded on March 11, 1981, under Skamania County Recording No. 92151 in Book 79 at page 465, said contract having been executed by Anderson

Amended Notice of Intent to Forfeit
Real Estate Contract Pursuant to
Chapter 61.30, Revised Code of Washington -1

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4780

WILMA L. CORNWALL, WA
TREASURER OF SKAMANIA COUNTY

Diversified, Inc., a Washington corporation, as seller, and by Jack A. Sunseri, a single man, d/b/a S.A.F.E. Investment and Development Company, as purchaser.

3. Legal description of property:

The legal description of the property subject to the contract is set out on Exhibit "A," attached hereto and incorporated herein by reference. After Jack A. Sunseri, d/b/a S.A.F.E. Investment and Development Company, entered into the Real Estate Contract with Anderson Diversified, Inc., he divided the real property described on Exhibit "A," attached hereto, into three (3) separate short plats, details of which are as follows:

A. Of the real property on Exhibit "A," attached hereto, which is located in Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, S.A.F.E. Short Plat #1, recorded in Book 2 of Short Plats on page 203 under Auditor's File No. 92240, Skamania County Records, was developed by Jack A. Sunseri, consisting of one (1) lot.

B. The portion of the real property described on Exhibit "A," attached hereto, located in the Northwest quarter of the Northeast quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, was divided into two (2) separate short plats as follows:

(1) S.A.F.E. Short Plat #2, recorded in Book 2 of Short Plats on page 218 under Auditor's File No. 92583, Skamania County Records, was developed by Jack A. Sunseri, consisting of four (4) lots.

(2) S.A.F.E. Short Plat #3, recorded in Book 2 of Short Plats on page 217 under Auditor's File No. 92582, Skamania County Records, was developed by Jack A. Sunseri, consisting of three (3) lots.

Lot 1 and Lot 2 of the S.A.F.E. Short Plat #2 have previously been deed-released to third parties and said previously-deeded real property is not included in this Notice of Intent to Forfeit. Similarly, Lot 1 of the S.A.F.E. Short Plat #3 was also previously deed-released to a third party and said lot is not included in this Notice of Intent to Forfeit.

Lot 1 of the S.A.F.E. Short Plat #1 is apparently still owed by Jack A. Sunseri and/or Gladine Ida Sickles. Lot 3 of the S.A.F.E. Short Plat #2 was sold by Jack A. Sunseri, d/b/a S.A.F.E. Investment and Development Company, to Mr. Reams. Lot 4 of the S.A.F.E. Short Plat #2 was sold by Jack A. Sunseri, d/b/a S.A.F.E.

Amended Notice of Intent to Forfeit
Real Estate Contract Pursuant to
Chapter 61.30, Revised Code of Washington -2

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4780

Investment and Development Company, to Mr. Ingerson. Lot 2 of the S.A.F.E. Short Plat #3 was sold by Jack A. Sunseri, d/b/a S.A.F.E. Investment and Development Company, to Mr. Grier. Lot 3 of the S.A.F.E. Short Plat #3 was sold by Jack A. Sunseri, d/b/a S.A.F.E. Investment and Development Company, to Mr. and Mrs. Kalander. Notice is hereby given to Mr. Reams, Mr. Ingerson, Mr. Grier, and Mr. and Mrs. Kalander, as persons who might claim some interest in the above-mentioned portions of the property described on Exhibit "A," attached hereto, by way of said real estate contracts executed by each of them as individual purchasers from Jack A. Sunseri, d/b/a S.A.F.E. Investment and Development Company. Notice is also given to Mrs. Grier, who, as the spouse of Mr. Grier, presumptively has a community interest in and to the subject real estate contract involving Mr. Grier as purchaser. All of the above-mentioned real estate contracts are subordinate to the original Real Estate Contract discussed herein between Anderson Diversified, Inc., as seller, and Jack A. Sunseri, as purchaser. Jack A. Sunseri is hereby given notice by this formal written notice as the purchaser under the Real Estate Contract discussed herein in which Anderson Diversified, Inc., is the seller. Gladine Ada Sickles is hereby given notice by this formal written notice since she is the holder of record of the vendor's interest in the real estate contracts involving Jack A. Sunseri, as seller, and Mr. Reams, Mr. Ingerson, Mr. Grier, and Mr. and Mrs. Kalander, as purchasers, which real estate contracts are subordinate to the Real Estate Contract which is the subject matter of this Notice of Intent to Forfeit.

4. Description of each default under the Contract on which this Notice is based:

A. Failure to make required semi-annual payments of \$3,000 each due on or before September 11, 1985, March 11, 1986, September 11, 1986, and the full payoff of the Real Estate Contract that was due on or before March 11, 1987.

B. Failure to pay real estate taxes as further outlined on Exhibit "B," attached hereto and incorporated herein by reference.

5. This Contract will be forfeited on March 3, 1990, unless you cure all of the defaults as set forth in this Notice on or before that date.

6. The forfeiture of this Contract will result in the following:

A. All right, title, and interest in the property of the purchaser and those persons claiming through the purchaser or whose

Amended Notice of Intent to Forfeit
Real Estate Contract Pursuant to
Chapter 61.30, Revised Code of Washington -3

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4789

interests are otherwise subordinate to the seller's interest in the property shall be terminated;

B. The purchaser's rights under the Contract shall be canceled;

C. 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;

D. All of the purchaser's rights in all improvements made to the property and any unharvested crops and timber thereon shall belong to the seller; and

E. 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.

7. Itemized statement of failure to make payments as follows:

The purchaser failed to make installment payments owing under the Real Estate Contract on September 11, 1985, March 11, 1986, and September 11, 1986, each in the sum of \$3,000. In addition, the entire amounts remaining owing under the Real Estate Contract as of March 11, 1987, were to be paid in full on or before that date. This "balloon" payment was not made. Since the last payment made on the Real Estate Contract was made on or about March 11, 1985, the principal balance and accrued interest thereon from and after that date is the requisite amount that needs to be paid to avoid forfeiture, in addition to the other sums discussed herein. The principal sum owing on the Real Estate Contract as of March 11, 1985, was \$22,671.29. Interest has accrued on those amounts owing since March 11, 1985, and, as of November 20, 1989, said accrued interest amounted to \$10,125.60. Interest shall continue to accrue on the amounts owing at the per diem rate of \$5.9007, commencing November 21, 1989, until paid in full.

8. Itemized Statement of other defaults, if any, and action required to cure:

Failure to pay 1984, 1985, 1986, 1987, 1988, and 1989 real estate taxes has resulted in expenditure of funds by Anderson Diversified, Inc., for payment of back-due real estate taxes, interest and penalties, and related costs, for which Anderson Diversified, Inc., needs to be reimbursed, plus interest on any amounts so expended at the rate of 10% per annum, per the

Amended Notice of Intent to Forfeit
Real Estate Contract Pursuant to
Chapter 61.30, Revised Code of Washington -4

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4780

calculations contained on Exhibit "B," attached hereto. The current amounts that need to be reimbursed are \$5,123.68, plus per diem amounts on the outstanding principal amounts owing as outlined on Exhibit "B," attached hereto.

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

A. Title report:	\$243.96
B. Postage:	25.00
C. Recording fees for this Notice:	11.00
D. Copy charges:	20.00
E. Attorney's fees:	750.00
F. Long distance telephone charges:	15.00
Total (costs, charges & fees):	\$1,064.96

10. The total amount required to cure the default is \$38,985.53. Interest on the contract balance of \$22,671.29 at the rate of \$5.9007 per diem from and after November 21, 1989, must also be paid as well as continuing interest owing on advancements for taxes made by the seller herein as discussed on Exhibit "B," attached hereto.

The payment required to cure the default must be delivered to:

Douglas J. Bratt
Attorney at Law
1104 Main Street, Suite 400
P.O. Box 61566
Vancouver, WA 98666

11. Any and all persons to whom this Notice is given 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.

12. A person to whom this Notice is given may have the right to request a court to order a public sale of the property; that 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 interests in the property; that the excess, if any, of the highest bid at the sale over the debt owned under the contract will be applied to the liens eliminated by the sale and the balance, if any, paid to the purchaser; that the court will require the person

Amended Notice of Intent to Forfeit
Real Estate Contract Pursuant to
Chapter 61.30, Revised Code of Washington -5

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666

(206) 499-4780

who requests the sale to deposit the anticipated sale costs with the Clerk of the Court; and that any action to obtain an order for public sale must be commenced by filing and service the Summons and Complaint before the Declaration of Forfeiture is recorded.

13. 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: November 27, 1989.

MORSE & BRATT
Of Attorneys for Anderson
Diversified, Inc., Seller

By: *D. J. Bratt*

Douglas J. Bratt

Amended Notice of Intent to Forfeit
Real Estate Contract Pursuant to
Chapter 61.30, Revised Code of Washington -6

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699 4380

Real property Located in Skamania County, Washington, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND BEING PURCHASED BY RONALD CUMMINGS AND CHARLOTTE CUMMINGS, HUSBAND AND WIFE, UNDER AUDITOR'S FILE NO. 75269, AND RECORDED SEPTEMBER 20, 1972; THENCE EAST ALONG THE SOUTH LINE OF SAID CUMMINGS TRACT, A DISTANCE OF 679 FEET TO THE SOUTHEAST CORNER OF SAID CUMMINGS TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT AND THE NORTHERLY PROLONGATION THEREOF TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

EXCEPT A STRIP OF LAND 300 FEET IN WIDTH LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30 ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER TRANSMISSION LINES, IN JUDGMENT AND DECREE ON DECLARATION OF TAKING IN BOOK 27 OF DEEDS, PAGE 319, UNDER AUDITOR'S FILE NO. 26973, RECORDS OF SKAMANIA COUNTY, WASHINGTON. (EXCEPTION APPLIES TO THE LAND DESCRIBED ABOVE).

~~967~~ INCLUDED IN THIS CONVEYANCE
ALSO/A 60 FOOT STRIP OF LAND BEING 30 FEET ON EACH SIDE OF CENTERLINE DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

TOGETHER WITH AN EXISTING EASEMENT FOR INGRESS AND EGRESS FROM COUNTY ROAD NO. 11160, KNOWN AS POHL ROAD, (FORMERLY KNOWN AS SKYE SCHOOL ROAD) OVER BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY TO SAID PREMISES.

AND A TRACT OF LAND IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THE RIGHT OF WAY OF COUNTY ROAD NO 11160, KNOWN AS POHL ROAD, FORMERLY KNOWN AS SKYE SCHOOL ROAD.

EXHIBIT A

PAGE _____

EXHIBIT "B"

Real property taxes, interest, penalties, and (in some cases) foreclosure costs have been paid by the seller on portions of the real property that is the subject to the Real Estate contract discussed herein. The delinquent taxes and expenses paid by seller are as follows:

A. Steven R. Reams, a single man, purchased a portion of the subject property by Real Estate Contract dated November 12, 1981, recorded on December 4, 1981, under Skamania County Auditor's Recording No. 93417 in Book 80 at page 605. (This property is also known as Lot 3 of the S.A.F.E. Short Plat #2, recorded in Book 2 of Short Plats on page 218, under Auditor's File No. 92583, Skamania County Records.) On August 13, 1987, Anderson Diversified, Inc., paid a total of \$1,250.49 for delinquent real estate taxes, fire patrol, and interest, said payment having been made to the Skamania County Treasurer on account of Tax Lot No. 02-05-30-0-0-0204-00. Reimbursement of this sum to the seller herein, plus interest totaling \$284.70 calculated at the rate of 10% per annum from August 13, 1987, until November 20, 1989, must be paid as part of the necessary payments to avoid forfeiture of this Contract, along with per diem interest of \$0.3426 which will accrue from and after November 21, 1989, until payment in full is made.

B. Robert G. Kalander and Lynne A. Kalander, husband and wife, purchased a portion of the subject property by real estate contract dated November 12, 1981, and recorded on December 1, 1981, and re-recorded on December 31, 1981, under Skamania County Auditor's re-Recording No. 93397 in Book 80 at page 719. (The real property sold under said real estate contract is also described as Lot 3 of the S.A.F.E. Short Plat #3, recorded in Book 2 of Short Plats on page 217 under Auditor's No. File 92582, Skamania County Records.) The seller, Anderson Diversified, Inc., was compelled to pay delinquent real property taxes, fire patrol, and interest for the tax years 1985, 1986, 1987, and 1988, along with court costs to avoid foreclosure on Tax Lot No. 02-05-30-0-0-0203-00, which foreclosure was brought under Skamania County Superior Court Case No. 88-2 00104 1. The total paid by seller on February 2, 1989, to avoid loss of this lot was \$2,027.07. Reimbursement of this sum to the seller herein, plus interest of \$161.62 calculated at the rate of 10% per annum from February 2, 1989, until November 20, 1989, must be paid as part of the necessary payments to avoid forfeiture of this contract, along with per diem interest of \$0.5554 which will accrue from and after November 21, 1989, until payment in full is made.

EXHIBIT BPAGE 1 of 2

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VICTORIA, BRITISH COLUMBIA V8N 6K6
(250) 699-4780

C. Real property located in Section 19, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as Lot 1 of the S.A.F.E. Short Plat #1, recorded in Book 2 of Short Plats on page 203 under Auditor's File No. 92240, Skamania County Records, is still in the name of Jack A. Sunseri and/or Gladine Ida Sickles, and was not subject to any prior sale by real estate contract by Jack A. Sunseri and/or Gladine Ida Sickles. Said real property is, however, part of the real property that was sold by Anderson Diversified, Inc., to Jack A. Sunseri in the Real Estate Contract that is the subject of this Amended Notice to Intent to Forfeit. The seller, Anderson Diversified, Inc., was compelled to pay delinquent real property taxes, fire patrol, and interest for the tax years 1986, 1987, 1988, and 1989, along with court costs to avoid foreclosure on Tax Lot No. 02-05-19-0-0-1800-00, which foreclosure was brought under Skamania County Court Case No. 89-2-00124-3. The total paid by seller on October 19, 1989, to avoid loss of this lot was \$1,387.26. Reimbursement of this sum to the seller herein, plus interest of \$12.54 calculated at the rate of 10% per annum from October 19, 1989, until November 20, 1989, must be paid as part of the necessary payments to avoid forfeiture of this contract, along with per diem interest of \$0.3801 which will accrue from and after November 21, 1989, until payment in full is made.

EXHIBIT

PAGE

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. BOX 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4780