

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

TO: DARLENE MILLS
Box 783
Carson, WA 98610

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 Seller and of Seller's attorney giving this notice is as follows:

SELLER

Town and Country Restaurant and Coffee Shop, Inc.
Alice Clark
442 S.E. 194th
Portland, OR 97233
(503)669-7689

SELLER'S ATTORNEY

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

2. Description of the Contract: The Real Estate Contract referred to herein is dated April 20, 1988, and was executed by Town and Country Restaurant and Coffee Shop, Inc., a Washington corporation, as Seller, and Darlene Rae Mills, as her separate property, as Purchaser. Said contract was recorded on May 12, 1988, under Auditor's File No. 105134 in Book 109 at Page 424, 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:

Lot 1 of Block 6 of RIVERVIEW ADDITION TO THE TOWN OF STEVENSON according to the official plat thereof on file and of record in the office of the Auditor, in Book "A" of Plats at Page 21, records of Skamania County, Washington.

ALSO a tract of land located in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, Skamania County, Washington and in Section 36, Township 3 North, Range 7 East of the Willamette Meridian, adjacent to Lot 1 of the said Block 6, more particularly described as follows:

Beginning at the Northeast corner of the said Lot 1; thence North 55° 30' East 40 feet; thence South 34° 30' East 118 feet; thence South 55° 30' West 40 feet to the Southeast corner of Lot 1 of the said Block 6; thence North 34° 30' West 118 feet to the point of beginning.

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

- a. Failure to pay five (5) monthly installments of \$1,282.21 each for the months of September, 1989, through January, 1990, for a total of \$6,411.05.

FILED FOR RECORD
SKAMANIA COUNTY, WASH.
BY *Dorothy Knapp*
JAN 23 11 36 AM '90
E. W. Knapp
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FILED 1-26-90
L. H. J.

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- b. Failure to pay second half 1988 and 1989 real property taxes in the amount of \$1,195.41, plus interest and penalties.
 - c. Failure to pay \$2,500.00 of the \$5,000.00 payment due April 1, 1989.
 - d. Failure to pay the \$5,000.00 payment due September 1, 1989.
- 5. The aforescribed Real Estate Contract will be forfeited on April 27, 1990, 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 Purchaser and of all persons claiming through the Purchaser or whose interests are otherwise subordinate to Seller's interest in the property shall be terminated;
 - b. The Purchaser's rights under the contract shall be cancelled;
 - 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 and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
 - e. The Purchaser 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 Seller 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 five (5) monthly installments of \$1,282.21 each for the months of September, 1989, through January, 1990, for a total of \$6,411.05.
 - b. Failure to pay second half 1988 and 1989 real property taxes in the amount of \$1,195.41, plus interest and penalties.
 - c. Failure to pay \$2,500.00 of the \$5,000.00 payment due April 1, 1989.
 - d. Failure to pay the \$5,000.00 payment due September 1, 1989.
- 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) \$ 9.00

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b. Service of Notice of Intent to Forfeit (Estimated)	\$ 20.00
c. Copying and Postage (Estimated)	\$ 25.00
d. Attorney's Fees	\$ 1,000.00
e. Litigation Guarantee	\$ 596.06

9. The total amount necessary to cure the defaults is the sum of the delinquent payments in the amount of \$13,911.05, plus payment of charges, fees, costs and attorney's fees in the amount of \$1,605.06, plus payment second half 1988 and 1989 real property taxes in the amount of \$1,195.41 plus interest and penalties, and 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. ||

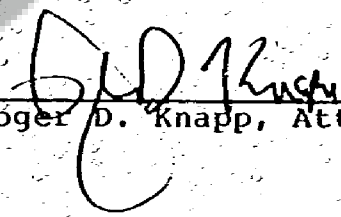
Monies required to cure this default must be tendered to Roger D. Knapp, Attorney at Law, at the following address: 430 N.E. Everett Street, Camas, Washington, 98607.

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 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.

12. Seller is 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 April 27, 1990.

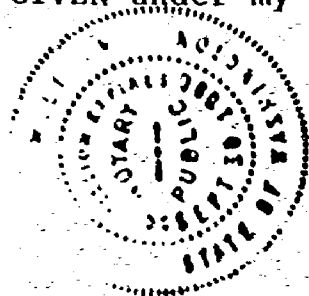
DATED this 22nd day of January, 1990.

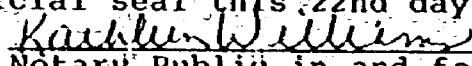

Roger D. Knapp, Attorney for Seller.

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 22nd day of January, 1990.




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