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BOOK 117 PAGE 998

FILED RECORD
BY *James P. Swanger*

MAR 1 1 18 PM '90

P. Lowry
GARY M. OLSEN

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30.070

TO: Lanny R. Moore
Courthouse Complex 2N
Everett, Wa 98201

Naomi Morley
Skakmania County Jail
P.O. Box 790
Stevenson, Wa 98648

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, if any, the Seller's agent or attorney giving the notice:

RICHARD W. and JOAN M. BALHOLM
Sellers
3602 Lincoln Avenue
Vancouver, Wa 98660
206 694-0764

JAMES P. SWANGER
Attorney for Sellers
408 W. 9th Street
Vancouver, Wa 98660
206 693-7987

- (b) Description of the Contract: Real Estate Contract dated April 6, 1987, executed by Richard W. Balholm and Joan M. Balholm, as Sellers, and Lanny R. Moore and Naomi Morley, as Purchasers, which contract or a memorandum thereof was recorded under Book 104 page 738 on April 6, 1987, records of Skamania County, Washington.

- (c) Legal description of the property located in Skamania County, Washington, to-wit:

That portion of the South half of the Southwest Quarter of Section 22, Township 2 North, Range 6 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of the said South half of the Southwest Quarter North 89 deg. 21'31" West 125.00 feet

Registered
Indexed, 1, 11
Indirect
Filed 3-24-90
Noted

Glenda J. Kimmel, Skamania County Assessor
By: JDO Parcel # 22 06 22 00
3-1-90

from the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 22; thence North 01 deg. 11'07" East parallel with the East Line of said Southwest Quarter of the Southwest Quarter 450.01 feet; thence South 89 deg. 21'31" East parallel with the South Line of said South half of the Southwest Quarter 468.68 feet to the center line of County Road No. 1014 designated as the Woodard Creek Road; thence following said center line along the arc of a 1,226.20 foot radius curve to the left (the incoming tangent of which is South 16 deg. 18'08" West) for an arc distance of 102.77 feet; thence leaving said center line (at a point 350 feet North 01 deg. 11'07" East of the South line of the said Section 22) North 89 deg. 21'31" West parallel with said South line 321.07 feet to the East Line of the Southwest Quarter of the Southwest quarter; thence South 01 deg. 11'07" West along said East Line 350 feet to North 89 deg. 21'31" West along the South Line of said Section 22, 125.00 feet to the point of beginning.

(d) Description of Default:

1. Failure to make two installment payments, as set out in detail in (g) herein;
2. Failure to insure the buildings against loss or damage;
3. Permitting waste;
4. Using or permitting the use of the real estate for an illegal purpose.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before May 28, 1990, will result in the forfeiture of the Contract.

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

1. All right, title and interest in the property of the purchasers and all persons claiming through the purchasers given this notice shall be terminated;
2. The purchasers' rights under the Contract shall be cancelled;
3. 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;
4. All improvements made to and unharvested crops on the property shall belong to the Sellers, and
5. The purchasers and all persons claiming through the

purchasers given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the Sellers on May 28, 1990.

- (g) The following is a statement of payments of money in default and for any defaults not involving the failure to pay money the action required to cure the default:

Bring current the payments for January, 1990 and February, 1990 in the amount of \$250.00.
Total arrearage = \$500.00/

- (h) The following is a statement of other payments, charges, fees and costs to cure the default:

Attorney fees of \$250.00

The total amount necessary to cure the default is the sum of the amounts in (g) and (h), which is \$750.00 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. Monies required to cure the default may be tendered to James P. Swanger at: 408 W. 9th Street, Vancouver, Wa 98660.

- (i) The purchaser or any person claiming through the purchaser has 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 May 28, 1990.

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

DATED this 26 day of Feb, 1990.

James P. Swanger
JAMES P. SWANGER, WSB# 9614
of Attorneys for Sellers
408 W. 9th Street
Vancouver, Washington 98660
206-693-7987