

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

TO: Walter William Fellman, Jr.
Marguerite L. Fellman
8600 Starboard Drive
Las Vegas, NV 89117

Frank J. Reitemeyer
11524 N.W. 21st Avenue
Vancouver, WA 98665

Ron Ferguson
Carolyn Ferguson
5918 N.E. 45th Avenue
Vancouver, WA 98661

Helen M. Brown
6470 S.W. Madhatter Lane
Beaverton, OR 97005

Dougan Falls Group
5918 N.E. 45th Avenue
Vancouver, WA 98661

FILED FOR RECORD
BY Robert A. Lewis
APR 9 1 20 PM '90
J. Stacey

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 Seller's attorney giving this notice is as follows:

SELLER

Juanita R. (Sykes) Poser
MP10.12R State Route 140
Washougal, WA 98671
(206)837-3368

SELLER'S ATTORNEY

Robert A. Lewis
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 July 19, 1974, and was executed by Jack N. Sykes and Juanita R. Sykes, husband and wife, and H. Robert Cole and Helen R. Cole, husband and wife, as Sellers, and Walter William Fellman, Jr. and Marguerite L. Fellman, husband and wife, as Purchasers. Said contract was recorded on July 23, 1974, in Book 67, Page 130, Auditor's File No. 77946, records of Skamania County, Washington. The Sellers' interest in said contract was assigned to Juanita R. Sykes, a widow, by instrument recorded May 6, 1979 in Book 76, Page 237, Auditor's File No. 88161, records of Skamania County, Washington. The Purchasers' interest in said contract was assigned to Ron Ferguson, Manager Dougan Falls Group, by instrument recorded July 22, 1985 in Book 84, Page 833, Auditor's File No. 99615, 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:

All that portion of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$, SE $\frac{1}{4}$) of Section 11, Township 2 North, Range 5 East, Willamette Meridian lying

Glenda J. Kimmel, Skamania County Assessor
Parcel # 5-5-11-2-1-200

Registered ☒
Indexed ☒
Filed ☒
4-13-90
Mailed

Easterly of the following described line: Beginning at the intersection of the center line of the Mabee Mines Road with the South line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 11, thence in a Northerly direction following the center line of said road to its intersection with the center line of County Road No. 1106 designated as the Washougal River Road, thence following the center line of the Washougal River Road Northerly to its intersection with the North line of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the said Section 11.

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

- a. Failure to pay three (3) monthly installments of \$360.00 each for the months of February, 1990 through April, 1990, for a total of \$1,080.00.
- b. Failure to pay 1989 real property taxes in the amount of \$397.89, plus \$3.49 fire patrol, plus interest and penalties.

5. The aforescribed Real Estate Contract will be forfeited on July 11, 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 Purchasers and of all persons claiming through the Purchasers or whose interests are otherwise subordinate to Seller's 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 Seller 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 Seller; 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 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 three (3) monthly installments of \$360.00 each for the months February, 1990 through April, 1990. \$1,080.00
- b. Failure to pay 1989 real property taxes plus interest and penalties. \$ 401.38

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

Amended Notice of Intent to Forfeit

Page 3

- a. Recording of Notice of Intent to Forfeit (Estimated) \$ 9.00
- b. Service of Notice of Intent to Forfeit (Estimated) \$ 15.00
- c. Copying and Postage (Estimated) \$ 25.00

9. The total amount necessary to cure the defaults is the sum of the delinquent payments in the amount of \$1,080.00, plus payment of charges, fees and costs of \$49.00, 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 payment of 1989 real property taxes, fire patrol, penalties and interest.

Monies required to cure this default must be tendered to Robert A. Lewis, 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 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. 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 after July 11, 1990.

DATED this 6th day of April, 1990.

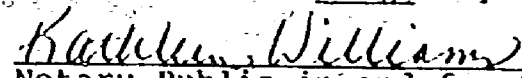

Robert A. Lewis, Attorney for Seller.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ROBERT A. LEWIS, 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 6th day of April,




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