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BOOK 119 PAGE 91

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SKAMANIA CO. WASH
BY Hyatt Legal Services

MAY 29 2 53 PM '90

P. Lowry
AUDITOR
GARY H. OLSON

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

[LIST ALL PERSONS TO WHOM NOTICES ARE BEING GIVEN]

TO: LARRY D. DAUGHERTY
M.P. 07 Mt. Pleasant Rd.
Washougel, Washington 98671

LARRY D. DAUGHERTY
1811 SE 49th Street
Portland, Oregon 97215

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.

JAMES L. WEERTS, Attorney at Law
HYATT LEGAL SERVICES
4804-G NE Thurston Way
Vancouver, WA 98662

- (b) Description of the Contract: Real Estate Contract dated August 7, 1989, executed by ROBERT LEE BASEY and PATRICIA JO BASEY, husband and wife, as Seller and LARRY L. DAUGHERTY, a single man, as Purchaser, which Contract or a memorandum thereof was recorded on September 18, 1989, under Auditor's File No. 107863 on Book 115, Page 885 records of Skamania County, Washington.

- (c) Legal description of the property:

That part of the South Half of the Northeast Quarter of the Northwest Quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, and that part of the Southeast Quarter of the Northwest Quarter of Section 9 lying North of Mt. Pleasant Road, also the East 120 feet of the South Half of the Northwest Quarter of the Northwest Quarter of Section 9 and that part of the East 120 feet of the Southwest Quarter of

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Registered _____
Indexed _____
Indirect _____
Filed 6-9-90
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WILMA J. CORNWALL
TREASURER OF SKAMANIA COUNTY

Glenda J. Kimmel, Skamania County Assessor
By: DM Parcel # 1-5-9-643

the Northwest Quarter of Section 9, Township 1 North, Range 5 East of the Willamette Meridian lying North of Mt. Pleasant Road.

EXCEPT any portion lying East of the boundary line established June 8, 1983 by instrument recorded under Auditor's File No. 95980, in Book 82, Page 322.

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

1. Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below:

<u>MONTH</u>	<u>PRINCIPAL & INTEREST</u>	<u>LATE CHARGES</u>
January, 1990	\$ 485.00	\$ 24.25
February, 1990	485.00	24.25
March, 1990	485.00	24.25
April, 1990	485.00	24.25
May, 1990	485.00	24.25

2. Other defaults: Failure to provide proof of insurance and payment of real estate taxes.

(e) Failure to cure all of the defaults in (g) and (h) on or before September 1, 1990 will result in the forfeiture of the contract.

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

All right, title and interest in the property of the purchaser and of all persons claiming through the purchaser given this notice shall be terminated;

The purchaser's rights under the Contract shall be cancelled;

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:

All improvements made to and unharvested crops on the property shall belong to the seller; and

- (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:

Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Payment due January 1, 1990	\$ 485.00
Payment due February 1, 1990	485.00
Payment due March 1, 1990	485.00
Payment due April 1, 1990	485.00
Payment due May 1, 1990	485.00
Total:	\$ 2,425.00

Action(s) required to cure any non-monetary default:

Immediately provide seller with proof of adequate insurance coverage and proof of payment of all real estate taxes.

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

<u>Item</u>	<u>Amount</u>
1. Cost of title report	\$ -0-
2. Service/posting of Notice of Intent to Forfeit (estimated)	25.00
3. Copying/postage	10.00
4. Attorney's fees	570.00
5. Long distance phone charges	25.00
6. Late charges	121.25
7. Recording Fees	14.00
8. Tax on title report	-0-
Total:	\$ 765.00

The total amount necessary to cure the default is the sum of the amounts in (g) (1) and (h), which is \$3,190.25, 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 L. WEERTS at the following address:


HYATT LEGAL SERVICES
4804-G NE Thurston Way
Vancouver, WA 98662

ATTENTION: JAMES L. WEERTS

- (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 September 1, 1990.

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

DATED this 25th day of May, 1990.


JAMES L. WEERTS, WSBA # 13768
HYATT LEGAL SERVICES
Attorney for Seller