

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kulowski & Lorne*

Nov 30 4 34 PM '90

P. Lorne
GARY E. OLSON

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT

TO: JAMES E. CARLSON
M.P. 0.63R Woodard Creek Road
Skamania, WA 98648

Jean L. Carlson
7419 N.E. 13th Avenue
Vancouver, WA 98665

The Real Estate Contract set forth below, as amended, 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.

A. Seller and seller's agent or attorney's name, address and telephone numbers are:

SCHOOL DISTRICT NO. 2,
Skamania County, WA
M.P. 0.12R Butler Loop
Skamania, WA 98610
(509) 427-8239

KIELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
P. O. Box 510
Stevenson, WA 98648
(509) 427-5665

B. Real Estate Contract dated December 20th, 1984, by and between SCHOOL DISTRICT NO. 2, SKAMANIA COUNTY, WASHINGTON, as seller, and JAMES E. CARLSON and JEAN L. CARLSON, husband and wife, as purchasers, recorded under Skamania County Auditor's File No. 98752 ~~98734~~ on December 31st, 1984, and amended by instrument dated February 6th, 1990, recorded under Auditor's File No. 110421 on November 14th, 1990 in Volume 121 at page 347.

C. Legal description of property:

Lot 2, of SKAMANIA SCHOOL DISTRICT NO. 2 SHORT PLAT, according to the Plat thereof recorded in Book 3, Page 70, Skamania County Short Plat Records, being a portion of the Southwest quarter of the Southeast quarter of Section 27, Township 2 North, Range 6 East of the Willamette Meridian.

TOGETHER WITH a perpetual easement for ingress, egress and utility purposes over a strip of land 20 feet in width as delineated on the aforesaid short plat running from the above described property in a Northerly and Westerly direction to the Woodard Creek County Road.

TOGETHER WITH a perpetual easement to maintain a septic tank drainage field to serve the residence on the aforesaid Lot 2 in the present location of the same in the Easterly portion of the Southerly half of Lot 1 of the aforesaid short plat.

SUBJECT TO easement for a logging truck road as granted to Pope and Talbot, Inc., by instrument recorded in Book 42 of deeds, page 130, Auditor's File No. 50984, records of said County.

Registered
12-1-90
11-30-90

Glenda J. Kimmel, Skamania County Assessor
By: 110 Parcel No. 06.27-406202 00
11-30-90

TOGETHER WITH easement for access to and from the property herein sold to the County Road on and over the logging truck road as mentioned in the preceeding paragraph.

SUBJECT TO easement for water pipeline as provided in the deed recorded in Book 48 of Deeds, page 446, records of said County and subject to an easement for a water pipeline along the Easterly portion of said property if the subject pipeline is installed on the property above described.

TOGETHER WITH and SUBJECT TO a perpetual easement to lay and maintain a water pipeline running from the residence on Lot 1 of the aforesaid short plat in an Easterly and Northerly direction across Lot 2 of said short plat to the spring located approximately 30 feet east of the Northeast corner of said Lot 2 and the water reservoir located about 100 feet North of the Northeast corner of said Lot 2, together with the right to use water therefrom for domestic purposes, all as more particularly described in Item No. 6 entitled "WATER EASEMENT AND AGREEMENT", as hereinafter provided in this contract.

D. Description of each default under the contract on which this notice is based:

1. Failure to pay balance of contract in full by November 1, 1990, per Amendment dated February 6, 1990.

E. This contract will be forfeited on February 27th, 1991, unless you cure all of the defaults set forth in this Notice on or before that date.

F. The forfeiture of this contract will result in the following:

1. All right, title and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate, to the seller's interest in the property shall be terminated;
2. The purchaser's rights under the Contract shall be cancelled;
3. 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;
4. All improvements made to Seller and unharvested crops, if any, and timber, on the property shall belong to the seller; and
5. 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.

G. Itemized statement of failure to make payment as follows:

<u>Dates</u>	<u>Amounts</u>
November 1, 1990	\$ 34,435.24

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

Description	Amounts
Title Report	\$ 287.83
Copying charges	\$ 3.00
Attorney's fees	\$ 500.00
Long distance phone	\$ 10.00
Late charges	\$ - 0 -
Recording fee	\$ 9.00
Mailing charges	\$ 4.50
TOTAL	\$ 814.33

I. The total amount required to cure the default is \$35,249.57 plus any payments or late charges which fall due after the date of this Notice and on or prior to the date the default is cured.

Payment required to cure the default must be delivered to:

KIELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
P. O. Box 510
Stevenson, WA 98648

J. You 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.

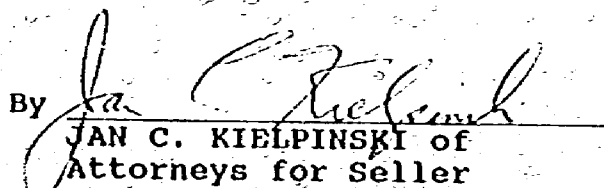
K. You may have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the seller's interest 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.

L. 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 29th, 1990.

KIELPINSKI & LOURNE, P.C.

By


JAN C. KIELPINSKI of
Attorneys for Seller