

FILED FOR RECORD
SKAMANIA CO. WASHBY *Kielinski & Lorne*

DEC 3 4 39 PM '90

P. Lowry
GARY H. OLSONNOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACTTO: GARY R. HAINS
DIANE J. HAINS
21113 Church Lake Drive
Sumner, WA 98390

The Real Estate Contract set forth below 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:

SAM G. HUFFORD and IRENE
B. HUFFORD, Husband & Wife
9885 S.W. Regal Drive
Portland, OR 97225
(503) 292-8777KIELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
P. O. Box 510
Stevenson, WA 98648
(509) 427-5665

B. Real Estate Contract dated July 17th, 1985, by and between SAM S. HUFFORD and IRENE B. HUFFORD, husband and wife, as seller(s), and GARY R. HAINS and DIANE J. HAINS, husband and wife, as purchaser(s), recorded in Book 84 at page 853 under Skamania County Auditor's File No. 99631 on July 23rd, 1985.

C. Legal description of property:

A tract of land in the Southeast Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point 68.5 feet, more or less, North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of said Section 26, said point being on the Northerly right of way line of State Road No. 14, as presently constructed and located; thence North along the East line on the Southwest Quarter of the Southeast Quarter of said Section 26, a distance of 800 feet, more or less; thence East 30 feet; thence South parallel with the East line on the Southwest Quarter of the Southeast Quarter of said Section 26, a distance of 286.4 feet; thence East 50 feet; thence South 30 feet; thence East 311.5 feet; thence in a Southeasterly direction 400 feet, more or less, to the North line of State Road No. 14, as presently constructed and located; thence in a Southwesterly direction along the North line of State Road No. 14, to the Point of Beginning.

SUBJECT TO the Rights of the Public in and to that portion lying within State Highway and Road.

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SUBJECT TO an Easement for Utilities including the terms and provisions thereof recorded February 20, 1941 in Auditor's File No. 29931.

SUBJECT TO an Easement for Electric Power Lines including the terms and provisions thereof recorded July 6, 1942 in Book 29, Page 169.

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

1. Failure to pay contract balance per terms of Real Estate Contract.
2. Failure to pay real estate taxes.

E. This contract will be forfeited on February 28th, 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(s), 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 payments as follows:

<u>Dates</u>	<u>Amounts</u>
August 17th, 1990	\$7,652.93

H. Itemized statement of other defaults, if any, and action required to cure;

Failure to pay the real estate taxes for the year 1988, plus any interest and penalties unpaid.	\$ 79.54
Failure to pay the real estate taxes for the year 1989, plus any interest and penalties unpaid.	\$ 68.93
Failure to pay the real estate taxes for the year 1990, plus any interest and penalties unpaid.	\$ 69.89

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

Description	Amounts
Title Report	\$ 171.20
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	\$ 697.70

J. The total amount required to cure the default is \$8,568.99, 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

K. 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.

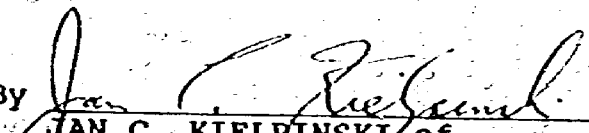
L. You may have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the seller's interest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

M. 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 30th, 1990.

KIELPINSKI & LOURNE, P.C.

By


JAN C. KIELPINSKI of
Attorneys for Seller