

110852
Record and Return to:
AMERICAN TRUSTEE, INC.
P.O. BOX 0579
MOUNTLAKE TERRACE, WA 98043
(206) 775-9065

BOOK 122 PAGE 279
ATI No.: CUM020604G
Loan No.: 20899
Investor No.:

**NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT**
PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30, et. seq.

I

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. PARTIES IN THE CONTRACT:

ORIGINAL SELLER(S): JERRY L. ZIEGLER & PATRICIA A. ZIEGLER, HUSBAND & WIFE
ORIGINAL PURCHASER(S): JOHN W. CUMMINS AND KELLY D. CUMMINS, HUSBAND & WIFE
CURRENT SELLER(S): WESTERN UNITED LIFE ASSURANCE COMPANY
SELLER'S ASSIGNMENT REC. NUMBER: 94324
CURRENT PURCHASER(S): JOHN W. CUMMINS
PURCHASER'S ASSIGNMENT REC. NUMBER:

B. DESCRIPTION OF THE PROPERTY:

Legally described as set forth in Exhibit A, attached hereto and incorporated herein. Said property commonly known as: MPO 82L FRANZ RD.
SKAMANIA, WA 98648

C. CONTRACT INFORMATION:

DATED: MAY 1, 1985
RECORDING DATE: MAY 7, 1981
RECORDING NUMBER: 92410
RECORDING PLACE: Official records of the County of SKAMANIA
State of Washington

FILED RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITL

FEB 19 3 10 PM '91

GARY P. OLSON

II

The Seller(s) alleges default of the Contract for the failure to pay the following amounts, now in arrears and/or other defaults to wit:

A. MONTHLY PAYMENTS:

10/18/90 through 2/13/91
4 at \$ 365.00

\$ 1,460.00

B. LATE CHARGES:

\$ -0- for each monthly payment not made within
days of its due date:

\$

C. OTHER ARREARS:

TAXES \$820.42
FORCED PLACE INSURANCE \$168.00

\$ 988.42

TOTAL AMOUNT CURRENTLY IN ARREARS:

\$ 2,448.42

WA-K4-NOI-P1

Page 1

Registered
Indexed, dir
Indirect
Filed 2-21-91
Mailed

Rev. 7/90

SAUNDRA WILKINS WA
TREASURER OF SKAMANIA COUNTY

D. DEFAULT(S) OTHER THAN PAYMENT OF MONEY AND ACTION REQUIRED TO CURE:

III

The following is a statement of additional payments, charges, fees, and costs required to cure the default:

A.	COST OF TITLE REPORT	\$ 296.31
B.	PROPERTY INSPECTION FEE	\$ 6.00
C.	COPYING	\$ 11.60
D.	POSTAGE	\$ 350.00
E.	AGENT'S FEE	\$ 20.00
F.	RECORDING	\$ 2.00
G.	TELEPHONE/FAX	\$
H.		\$
I.		\$
TOTAL FEES AND CHARGES		\$ 685.91

IV

The total amount necessary to cure the monetary default(s) is the sum of the amounts in (II) and (III), 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, PLUS any additional costs or fees which may be incurred subsequent to the date of this Notice of Intent to Forfeit. NOTE:

YOU MUST CONTACT AMERICAN TRUSTEE, INC. PRIOR TO CURING THE DEFAULT(S) IN ORDER TO OBTAIN THE CURRENT AND EXACT FIGURES NECESSARY TO CURE THE DEFAULT(S).

ALL CURE FUNDS MUST BE TENDERED IN CASH, CASHIER'S CHECK, OR CERTIFIED FUNDS.

As of the date of this notice, the total amount necessary to reinstate your contract is \$ 3,134.33.

V

The name, address, and telephone number of the current Seller and the Seller's agent giving the notice:

SELLER(S)

WESTERN UNITED LIFE ASSURANCE COMPANY
P.O. BOX 2162/W. 929 SPRAGUE
SPOKANE, WA 99210
(509)838-3111

SELLER'S AGENT

AMERICAN TRUSTEE, INC.
5505 218TH STREET, S.W., SUITE 6
MOUNTLAKE TERRACE, WA 98043
(206) 775-9065

VI

Failure to cure all of the defaults listed in paragraphs II, III, and IV on or before the final cure date will result in the forfeiture of the contract.

FINAL CURE DATE: MAY 22, 1991

VII

The forfeiture of the contract will result in the following to the extent provided in the contract:

- A. ALL RIGHT, TITLE, AND INTEREST OF THE PURCHASER IN THE PROPERTY, 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;
- B. THE PURCHASER'S 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 PURCHASER'S RIGHTS IN ALL IMPROVEMENTS MADE TO THE PROPERTY AND IN UNHARVESTED CROPS AND TIMBER THEREON SHALL BELONG TO THE SELLER;
- E. 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 10 DAYS AFTER THE DECLARATION OF FORFEITURE IS RECORDED.

VIII

The person to whom the notice is given 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.

THE DECLARATION OF FORFEITURE WILL BE RECORDED ON MAY 23, 1991

- A. THE PERSON TO WHOM THE NOTICE IS GIVEN MAY HAVE THE RIGHT TO REQUEST THE COURT TO ORDER A PUBLIC SALE OF THE PROPERTY; THAT 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; THAT THE EXCESS, IF ANY, OF THE HIGHEST BID AT THE SALE OVER THE DEBT OWED ON THE CONTRACT WILL BE APPLIED TO THE LIENS ELIMINATED BY THE SALE, AND THE BALANCE, IF ANY, PAID TO THE PURCHASER; THAT THE COURT WILL REQUIRE THE PERSON WHO REQUESTS THE SALE TO DEPOSIT THE ANTICIPATED SALE COSTS WITH THE CLERK OF COURT; AND THAT 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.
- B. THE SELLER IS NOT REQUIRED TO GIVE ANY PERSON ANY OTHER NOTICE OF DEFAULT BEFORE THE DECLARATION WHICH COMPLETES THE FORFEITURE IS GIVEN, OR, IF THE CONTRACT OR OTHER AGREEMENT REQUIRES SUCH NOTICE, THE IDENTIFICATION OF SUCH NOTICE AND A STATEMENT OF TO WHOM, WHEN, AND HOW IT IS REQUIRED TO BE GIVEN.
- C. EARLIER NOTICE SUPERSEDED: THIS NOTICE OF INTENT TO FORFEIT SUPERSEDES ANY NOTICE OF INTENT TO FORFEIT WHICH WAS PREVIOUSLY GIVEN UNDER THIS CONTRACT AND WHICH DEALS WITH THE SAME DEFAULT(S).

- D. ALL PERSONS WHOSE RIGHTS IN THE PROPERTY WILL BE TERMINATED AND WHO ARE IN OR COME INTO POSSESSION OF ANY PORTION OF THE PROPERTY (INCLUDING IMPROVEMENTS AND UNHARVESTED CROPS AND TIMBER) ARE REQUIRED TO SURRENDER SUCH POSSESSION TO THE SELLER NOT LATER THAN THE DATE TO VACATE SET FORTH BELOW, WHICH DATE SHALL BE NOT LESS THAN TEN DAYS AFTER THE DECLARATION OF FORFEITURE WAS RECORDED OR SUCH LONGER PERIOD PROVIDED IN THE CONTRACT OR OTHER AGREEMENT WITH THE SELLER.

DATE TO VACATE: JUNE 2, 1991

DATE: FEBRUARY 13, 1991

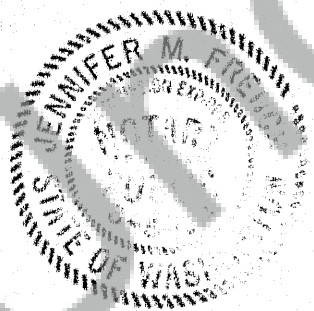
AMERICAN TRUSTEE, INC.
Agent for Seller

By [Signature]
SHELLEY WEBSTER / TRUSTEE SALE OFFICER

STATE OF WASHINGTON)
COUNTY OF SNOHOMISH)ss

On this 13TH day of FEBRUARY, 1991, personally appeared before me
SHELLEY WEBSTER to me known to be the
TRUSTEE SALE OFFICER of AMERICAN TRUSTEE, INC. who
executed the foregoing instrument, and acknowledged the said instrument was signed
as a free and voluntary act and deed for the purposes stated therein, and on oath
stated that he/she is authorized to execute the said instrument on behalf of the
corporation.

[Signature]
Notary Public in and for the State of
Washington, residing at LYNNWOOD
My Commission Expires 3/5/94



CUMM020604G WA
CUMMINS

"EXHIBIT A"

THE EAST 421.5 FEET OF THE NORTH HALF OF THE NORTHEAST QUARTER
OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 6 EAST
OF THE WILLAMETTE MERIDIAN.

EXCEPT THAT PORTION THEREOF LYING WITHIN AND SOUTHERLY OF COUNTY ROAD
NO. 1010, DESIGNATED AS THE FRANZ ROAD.

TOGETHER WITH 1959 KLT MOBILE HOME, SERIAL NUMBER 495/10,
VEHICLE NO. 49X2FS49, TITLE NO. 8113225007.

SITUATE IN THE COUNTY OF SKAMANIA, STATE OF WASHINGTON.

Unofficial
Copy