

FILED FOR RECORD
SKAMANIA COUNTY WASH
BY Thayer & Muenster
MAR 14 2 53 PM '91
P. Lowry

NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT

TO: Cynthia McCullough and Richard McCullough and the United States of America, through Richard Cohen, Assistant United States Attorney.

WHEREAS; on the 10th day of February, 1986 Richard M. McCullough and Cynthia K. McCullough as Purchasers, and William G. McNee and Janice E. McNee, as Sellers, entered into a contract recorded under Book 103, Page 70 in Skamania County, for the purchase and sale of certain real estate situated in Skamania County, State of Washington, and more particularly described as follows:

A parcel of land situated in the south half of the northeast quarter of section 28, township two north, range five east of the Willamette meridian, Skamania County Washington to wit: Lot 1 of the McNee-Hamilton Airport short plat as filed April 30, 1981 in book of short plats on page 213 Skamania County record.

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that the Contract is now in default in that you have failed, neglected, and refused to make payments as required by the Contract and are now delinquent as follows:

Payment Due: For August 1990 through February 1991, totalling \$2400.00.

Late Charges: 10% of amount in default \$240.00.

Total Payments and Late Fees: \$2,640.00

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Registered p
Indexed, vlr p
Indirect p
Filed 3-15-91
Mailed

NA
SAUNDRA WILLING JR
TREASURER OF SKAMANIA COUNTY

Real Property Taxes:	1989	255.73 plus 84.39 interest
	1990	239.70 plus 50.34 interest as of March 1, 1990

Total Taxes: \$630.16

Total Amount in Default: \$3,270.16.

YOU ARE FURTHER HEREBY NOTIFIED that unless the payments now in default under the Real Estate Contract as referred to above are made before June 20, 1991, the undersigned legal owners of the real estate described in the Real Estate Contract will declare a forfeiture of said Contract. The effect of such forfeiture will be:

1. All right, title, and interest in the property of the Purchasers and, to the extent elected by the Seller, of all persons claiming through the Purchasers shall be terminated;

2. The Purchasers' 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 persons to whom paid and entitled thereto;

4. All improvements made to and unharvested crops on the property shall belong to the Seller; and

5. The Purchasers shall be required to surrender possession of the property, improvements, and unharvested crops

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to the Seller ten (10) days after the forfeiture.

The Purchasers or any person claiming through the Purchasers have 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 the effective date of forfeiture.

The Purchasers or any person claiming through the Purchasers have the right to request a court to order a public sale of the property if a fair market value of the property substantially exceeds that owed under the contract and any other liens having priority over the Sellers' interest in the property; that the excess, if any, of the highest bid at the sale over the debt owed under the contract will be applied to the liens delineated by the sale and the balance, if any, paid to the Purchasers; and that the court will require the person who requests the sale to deposit the anticipated sale cost with the Clerk of the 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.

The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

BE FURTHER ADVISED that you are required to pay the above sums and delinquent payments in full. In the event that you make

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a partial payment during the pendency of this Notice, credit will be given toward the balance due.

To cure the default set forth above and reinstate the Contract, you must pay the following sums:

Past Due Payments	\$2,640.00
Attorney's Fees	500.00
Real Estate Taxes & Interest through 1990	630.16
Total Reinstatement Fee	3,770.16

DATED this 8th day of March, 1991.

By the Sellers:

William McNeel
WILLIAM MCNEE

Janice E. McNeel
JANICE E. MCNEE

Sellers' Address:

26305 N.E. 10th Street
Camas, Washington 98607

Sellers' Attorney:

Mark W. Muenster
1700 East Fourth Plain Blvd.
Vancouver, Washington 98661

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STATE OF WASHINGTON)
) ss
 County of Clark)

On this 8th day of March, 1991, William McNee and Janice McNee personally appeared before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, to me known to be the individual(s) described in and who executed the within and foregoing instrument and acknowledged to me that they signed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.



Doris M. G.
 NOTARY PUBLIC in and for the State
 of Washington, residing at
 Vancouver, My commission expires:
Washington 11/92

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