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After recording return to:
 Robert D. Weisfield, Attorney At Law
 POB 421
 Bingen WA 98605
 (509) 493-2772

BOOK 123 PAGE 1

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30

To:	R. MC CULLOUGH aka RICHARD M. MC CULLOUGH 3700 Gordon Creek Road Corbett, Oregon 97019	C.K. MC CULLOUGH aka CYNTHIA K. MC CULLOUGH 3700 Gordon Creek Road Corbett, Oregon 97019
	WILLIAM G. MC NEE 26305 NE 10th St. Camas, Washington 98607	JANICE MC NEE 26305 NE 10th St. Camas, Washington 98607
	UNITED STATES OF AMERICA c/o RICHARD E. COHEN, Assistant United States Attorney 3600 Seafirst Fifth Avenue Plaza Seattle, Washington 98104	

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 sellers and, if any, the sellers' agent or attorney giving notice:

Sellers: THOMAS C. ORTH, Trustee of the
Orth Marital Trust
1932 NE 144th Street
Portland, Oregon 97230

Attorney: ROBERT D. WEISFIELD, Attorney At Law
Post Office Box 421 (218 E. Steuben St.)
Bingen, Washington 98605
(509) 493-2772

(b) Description of Contract: Real Estate Contract dated November 1, 1978, executed by CLIFFORD F. ORTH and DELORES J. ORTH, husband and wife, as Sellers, and DAVID D. ESCH and SHARON M. ESCH, husband and wife, as Purchasers, which contract was recorded under Auditor's file no. 87572 on November 13, 1978, at Volume 75 of Deeds, pages 681, records of Skamania County, Washington.

(c) Legal description of the property:
Situates in Skamania County, State of Washington:

The South 272 feet of the West 920 feet of the West half of the Northwest quarter of Section 27, Township 2 North, Range 5 East of the Willamette Meridian in the County of Skamania, State of Washington.

Also known as Lot 4 of Short Plat recorded in Book 2 of Plats, Page 71, as Auditor's file no. 87288.

SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY

B. Robert Weisfield
 APR 19 12 13 PM '91
 P. Lowry
 AUDITOR
 GARY M. OLSON

Registered	1
Indexed, Dir	1
Indirect	1
Filed	4-24
Mailed	

Glenda J. Kimmel, Skamania County Assessor
 Parcel # 2-5-27-502

(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:

(2) Other defaults: _____

(e) Failure to cure all of the defaults listed in (d) as provided in (g) and (h) on or before July 28, 1991, will result in the forfeiture of the contract.

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

(1) All right, title and interest in the property of the purchasers, and of all persons claiming through the purchasers or whose interests are otherwise subordinate to the seller's interest in the property and who are given this notice, 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 person to whom paid and entitled thereto;

(4) All of the purchaser's rights in the improvements made to the property and in unharvested crops and timber thereon shall belong to the seller, and

(5) The purchasers 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 sellers within ten (10) days after the declaration of forfeiture is recorded.

(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 actions required to cure the default:

(1) Monetary Delinquencies:

Item	Amount
Principal	\$ 676.42
Interest to 04-16-91.....	\$ 85.60
Taxes (plus penalties/interest).....	\$ 701.50
Total.....	\$ 1,463.52

(2) Actions required to cure any non-monetary default: _____

(h) The following is a statement of other payments, charges, fees and costs to cure (or, where indicated, an estimate thereof) the default:

Item	Amount
1. Cost of title report	\$171.20
2. Service/posting of notice of intent to forfeit (estimated)	\$ 60.00
3. Copying/postage	\$ 30.00
4. Attorney's fee	\$250.00
5. Telephone charges	\$ _____
6. Late charges	\$ _____
7. Recording fees	\$ 20.00
8. _____	\$ _____
Total \$511.20	

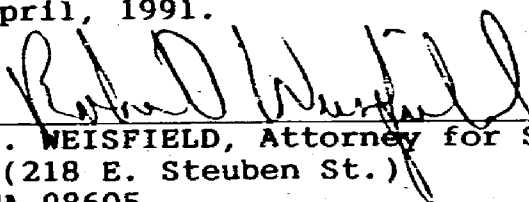
The total amount necessary to cure the default is the sum of the amounts in (g), (1), and (h), which is \$1,974.72, plus the amount of any payments and late charges which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. Monies required to cure the default may be tendered to ROBERT D. WEISFIELD, Attorney for Sellers, at the following address: POB 421 (218 E. Steuben St.), Bingen WA 98605.

(i) The persons to whom this notice is given 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, which is on or after July 28, 1991. NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.

(j) The persons to whom this notice is given 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 entire debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the contract. Upon any request for a public sale, 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 a summons and complaint before the declaration of forfeiture is recorded.

(k) The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, except as provided in the contract or other agreement as follows: _____

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 defaults.
Dated this 18th day of April, 1991.


ROBERT D. WEISFIELD, Attorney for Sellers
POB 421 (218 E. Steuben St.)
Bingen WA 98605
(509) 493-2772
WSBA #3538

ORTH v. McCULLOUGH/McNEE/UNITED STATES OF AMERICA
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