

Kielinski & Lorne

APR 23 3 56 PM '91

P. Lorne

**NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT**

**TO: STEVE M. FOSTER
CHERYL A. WIGGINS
P. O. Box 183
Stevenson, WA 98648**

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Notes	

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:

E. RAY AALVIK
in his capacity as
Attorney-in-Fact for
JACOB AALVIK
5042 California Ave., S.W.
Seattle, WA 98136
(206) 935-7885

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 April 1st, 1983, by and between ELLEN AALVIK and JACOB AALVIK, husband and wife, as seller(s), and STEVE M. FOSTER and CHERYL A. WIGGINS, single persons, as purchaser(s), recorded under Skamania County Auditor's File No. 95621 on April 20th, 1983. By instrument recorded May 30, 1984, in Book 83 at page 477, Auditor's File No. 97658, Skamania County Deed Records, the undivided one-half interest of ELLEN AALVIK in said contract was assigned to JACOB AALVIK.

C. Legal description of property:

Lot 7 of Block Two of CASCADES ADDITION to the Town of Stevenson according to the official plat thereof on file and of record in the Office of the Auditor in Book A of Plats at page 62, Records of Skamania County, Washington;

Also beginning at the Southeasterly corner of Lot 6 of Block Two of the said CASCADES ADDITION; thence North 59 feet to the Northerly line of Lot 5 of Block Two of the said Lot 5, 84.4 feet to the Northwesterly corner of the said Lot 5; thence South 70°12' East 82.7 feet along the Northerly line of the said Lot 7 to the point of beginning.

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

1. Failure to make monthly payments.
2. Failure to pay real estate taxes.

E. This contract will be forfeited on July 24, 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>
June 1, 1988	\$ 237.19
July 1, 1988	\$ 237.19
August 1, 1988	\$ 237.19
September 1, 1988	\$ 237.19
October 1, 1988	\$ 237.19
November 1, 1988	\$ 237.19
December 1, 1988	\$ 237.19
January 1, 1989	\$ 237.19
February 1, 1989	\$ 237.19
March 1, 1989	\$ 237.19
April 1, 1989	\$ 237.19
May 1, 1989	\$ 237.19
June 1, 1989	\$ 237.19
July 1, 1989	\$ 237.19
August 1, 1989	\$ 237.19
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November 1, 1990	\$ 237.19
December 1, 1990	\$ 237.19
January 1, 1991	\$ 237.19
February 1, 1991	\$ 237.19
March 1, 1991	\$ 237.19
April 1, 1991	\$ 237.19

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

Failure to pay the 1989 real estate taxes of	\$ 159.29
plus penalties and interest.	
Failure to pay the 1990 real estate taxes of	\$ 160.00
plus penalties and interest.	

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

Description	Amounts
Title Report	\$ 235.40
Copying charges	\$ 3.00
Attorney's fees	\$ 750.00
Long distance phone	\$ 10.00
Recording fee	\$ 9.00
Mailing charges	\$ 2.58
TOTAL	\$ 1,009.98

J. The total amount required to cure the default is \$9,630.92, 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: April 23rd, 1991.

KIELPINSKI & LOURNE, P.C.

By Susan K. Lourne
SUSAN K. LOURNE of
Attorneys for Seller