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BOOK 124 PAGE 524

FILED FOR RECORD

STATE OF WASH

BY *Kielpinski & Lorne*

AUG 8 2 58 PM '91

P. Lowry

GALE J. OLSON

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT

TO: MICHAEL R. TENNISON
M.P. .25R Little Road
Skamania, WA 98648

PEGGY S. TENNISON
Little Road
Skamania, WA 98648

Registered	<i>p</i>
Indexed, or	<i>p</i>
Indirect	<i>p</i>
Filed	<i>8/9/91</i>
Mailed	

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:

LILA THOMAS
3409 Main Street
Apartment No. 118
Vancouver, WA 98663
(509) 696-9324

KIELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
P. O. Box 510
Stevenson, WA 98648
(509) 427-5665

B. Real Estate Contract by and between LILA THOMAS, a widow, as seller, and MICHAEL R. TENNISON, a married man, as purchaser, dated May 15, 1987, recorded May 21, 1987, in Book 105 at page 252, Auditor's File No. 103200, Skamania County Deed Records. By instrument recorded June 9, 1987, in Book 105 at page 605, Auditor's File No. 103317, Skamania County Deed Records, the purchaser's interest in said Contract was assigned to Michael R. Tennison and Peggy S. Tennison, husband and wife.

C. Legal description of property:

Beginning at a point 899.4 feet North and 150 feet West of the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian, Skamania County, Washington (said point being the Southwest corner of the W. C. HOWERTON TRACT); thence North 06°23' West along the West line of said HOWERTON TRACT a distance of 200 feet; thence West 70 feet; thence in a Southerly direction in a straight line to a point which is 100 feet due West of the Point of Beginning; thence East 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.
3. Failure to keep fire insurance current.

E. This contract will be forfeited on November 6th, 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:

Glenda L. Kimmel, Skamania County Assessor
By *JD* Parcel # 02062640150002
8891

1. All right, title and interest in the property of the purchaser 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;
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>
April 18, 1988	\$ 290.75
August 18, 1988	\$ 290.75
September 18, 1988	\$ 290.75
February 18, 1989	\$ 290.75
October 18, 1990	\$ 290.75
November 18, 1990	\$ 290.75
December 18, 1990	\$ 290.75
January 18, 1991	\$ 290.75
May 18, 1991	\$ 290.75
June 18, 1991	\$ 290.75
July 18, 1991	\$ 290.75

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

Failure to pay the 1988 real estate taxes of	\$ 230.40
plus penalties and interest of	89.86
through August 8, 1991.	

Failure to pay the 1989 real estate taxes of	\$ 236.22
plus penalties and interest of	63.78
through August 8, 1991.	

Failure to pay the 1991 real estate taxes of	\$ 258.62
plus penalties and interest of	18.10
through August 8, 1991.	

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

<u>Description</u>	<u>Amounts</u>
Title Report	\$ 203.30
Copying charges	\$ 3.00
Attorney's fees	\$ 500.00
Long distance phone	\$ 10.00
Recording fee	\$ 9.00
Mailing charges	\$ 5.16
TOTAL	\$ 730.46

J. The total amount required to cure the default is \$4,825.69, 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: August 8th, 1991.

KIELPINSKI & LOURNE, P.C.

By 
JAN C. KIELPINSKI of
Attorneys for Seller