TO: LOREN ENTERPRISES, INC.
P. O. Box 248
Washougal, WA 98671

STEVEN L. HUFF MP0.4L Tucker Road Skamania, WA 98648

District Director Internal Revenue Service 915 Second Avenue Seattle, WA 98174

Attention Chief - Special Procedures Staff



EVENSON, WASH

4:10P.M.

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default, and you are provided the following information with respect thereto:

1. The name, address and telephone number of the Sellers and of Sellers' attorney giving this notice is as follows:

## **SELLERS**

411-2-27

(E)

Richard W. Edwards Cynthia Jo Edwards 33134 S.E. 6th Washougal, WA 98671 (206) 835-8258

## SELLERS' ATTORNEY

Roger D. Knapp Attorney at Law 430 N.E. Everett Street Camas, WA 98607 (206) 834-4611

- 2. Description of the Contract: The Real Estate Contract referred to herein is dated October 25, 1989, and was executed by Richard W. Edwards and Cynthia Jo Edwards, husband and wife, as Sellers, and Loren Enterprises, Inc., as Purchaser. Said contract was recorded on October 26, 1989, in Book 116, at page 466, Auditor's File No. 108143, records of Skamania County, Washington.
- 3. The property which is the subject of the contract is described as follows:

Lot 2 of KETCHMARK Short Plat, recorded under Auditor's File No. 84964, records of Skamania County, Washington, in Book 2 of Short Plats, page 16.
EXCEPT Public Roads.

- 4. The defaults under the contract on which this notice is based are as follows;
  - a. Failure to pay two (2) monthly installment of \$777.53 each due on November 1, 1991 and December 1, 1991.
  - b. Failure to pay the sum of \$10,000.00 due on October 20, 1991.

SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY

- c. Failure to pay one (1) late charge of \$38.88.
- d. Failure to pay late charge of \$500.00.
- e. Failure to pay two (2) reserve account payments of \$88.00 each due November 1, 1991 and December 1, 1991.
- f. Failure to insure the subject premises.
- 5. If all items of default are not cured by March 13, 1992, the aforedescribed Real Estate Contract will be forfeited.
  - 6. The forfeiture of the contract will result in the following:
    - a. All right, title and interest in the property of the Purchaser and of all persons claiming through the Purchaser or whose interests are otherwise subordinate to Sellers' 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 Sellers or other person to whom paid and entitled thereto;
    - d. All of the Purchaser's rights and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Sellers; and
    - e. The Purchaser and all of the persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops to the Sellers ten (10) days after the Declaration of Forfeiture is recorded.
- 7. The following is an itemized statement of all payments of money in default, and for defaults not involving the failure to pay money, a statement of the action required to cure the default:
  - a. Two (2) delinquent monthly installment of \$777.53 each. \$ 1,555.06
  - b. One (1) late charge of \$38.88 and one (1) late charge of \$500.00.
    \$ 538.88
  - c. One (1) installment of \$10,000.00. \$10,000.00
  - d. Two (2) reserve account payments of \$88.00 each.
    \$\$ \$ 176.00
  - e. Obtain fire & extended coverage insurance.

TOTAL \$12,269.94

- 8. The following is a statement of other payments, charges, costs and fees necessary to cure default:
  - a. Recording of Notice of Intent to Forfeit (Estimated) \$ 10.00
  - b. Copying and Postage (Estimated) \$ 25.00

Notice of Intent to Forfeit

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c. Attorney's Fees

750.00

d. Contract Forfeiture Guarantee

489.58

9. The total amount necessary to cure the defaults is the sum of the delinquent payments in the amount of \$11,555.06, late charges in the amount of \$538.88, reserve account payments of \$176.00, costs and attorney's fees in the amount of \$1,274.58, plus the amount of any payments and taxes 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 this default must be tendered to Roger D. Knapp, Attorney at Law, at the following address: 430 N.E. Everett Street, Camas, Washington, 98607.

- 10. Any person to whom this Notice is given may have the right to contest 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 a summons and complaint before the Declaration of Forfeiture is recorded.
- ll. Any person to whom this notice is given 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 Sellers' 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 Purchasers. 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.
- 12. Sellers are not required to give any person any other notice of default before the Declaration which completes this forfeiture is given.

DATED this 3rd day of December, 1991.

Roger D. Knapp, Attorney for Sellers.

STATE OF WASHINGTON

ss.

COUNTY OF CLARK

On this day personally appeared before me ROGER D. KNAPP, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 3rd day of December,

Notary Public in and for the State of Washington, Residing at Camas.

My appointment expires: 9-30-94

OTARY