

AFTER RECORDING RETURN TO:  
John L. LaLonde  
Attorney at Law  
P.O. Box 938  
Vancouver, WA 98666

BOOK 127

PAGE 666  
FILED FOR RECORD  
SKAMANIA CO. WASH  
BY John LaLonde

113079

**NOTICE OF INTENT  
TO FORFEIT REAL ESTATE CONTRACT  
(RCW 61.30.070)**

Mar 11 5 02 PM '92  
P. Laury  
GARY H. OLSON

TO: Billy L. Renner P.O. Box 667  
Carson, WA 98610  
Kimberly D. Renner P. O. Box 667  
Carson, WA 98610

All persons unknown claiming an interest  
in the property described herein.

(1) YOU ARE HEREBY NOTIFIED that a breach has occurred  
in one or more of your obligations under the contract hereinafter  
described. As a result of such breach, the seller is entitled to  
forfeit the contract.

(2) The name, address and telephone number of the seller  
and, if any, the seller's agent or attorney giving this notice are  
as follows:

Maretta L. Goeden  
Truth or Consequences, NM  
Who has granted her general Power of  
Attorney to MAY GIRARD  
P.O. Box 301  
Carson, WA 98610-0301

John L. LaLonde, Attorney at Law  
P. O. Box 938  
Vancouver, WA 98666  
(206) 696-0401

(3) A description of the contract, including the names  
of the original parties to the contract, the date of the contract,  
and the recording number of the contract or memorandum thereof  
follows:

Contract entered into the 15th day  
of September, 1987, between MARETTA  
L. GOEDEN, as "seller", and BILLY L.  
RENNER and KIMBERLY D. RENNER, as  
"purchasers". Recorded September 16,  
1987 under Skamania County Auditor's  
File No. 104020, Book 107, Page 18.

(4) A legal description of the property follows:

Lot 9, WELLS' HOMESITES, according

NOTICE OF INTENT TO FORFEIT - 1  
(A391G14)

Registered  
Indexed, Dir  
Indirect  
Filmed 3/12/92  
Mailed

to the official plat thereof on file  
and of record at page 102 of Book A  
of Plats, records of Skamania  
County, Washington.

(5) A description of each default under the contract on  
which the notice is based follows:

A. Failure to pay the following past due items,  
the amounts and an itemization for which are given in  
paragraphs 8 and 9 below:

Late payments  
Prior and Current Attorney's fees  
Title Insurance premiums (Forfeiture Guarantee)

PLUS the amount of any monthly payments and late charges which may  
fall due after the date of this Notice of Intent to Forfeit Real  
Estate Contract.

(6) The contract will be forfeited if all defaults are  
not cured by the following date, which is not less than ninety  
(90) days after this Notice of Intent to Forfeit is recorded, or  
any longer period specified in the contract or other agreement  
with the seller:

One Hundred Days (100)

(7) The effect of the forfeiture, including, to the  
extent applicable and provided in the contract, will be: (i) 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; (ii) the  
purchaser's rights under the contract shall be cancelled; (iii)  
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; (iv) all of the purchaser's rights in all improvements  
made to the property and in unharvested crops and timber thereon  
shall belong to the seller; and (v) 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, to-wit: June 27, 1992.

(8) An itemized statement or, to the extent not known  
at the time this Notice of Intent to Forfeit is given or recorded,  
a reasonable estimate 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, follows:

A. Monetary Delinquencies:

<u>ITEM</u>	<u>AMOUNT</u>
Prior Attorney's fees & costs	\$ 440.80
Current Attorney's fee	\$ 500.00
Title Insurance Guarantee	\$ 298.53
Postage	\$ 10.00
Photocopies	\$ 20.00
Late Payments	\$ 35.00

B. Action required to cure any non-monetary default:

None

(9) An itemized statement of all other payments, charges, fees and costs, if any, or, to the extent not known at the time this Notice of Intent is given or recorded, a reasonable estimate thereof, that are or may be required to cure the defaults, follows:

<u>ITEM</u>	<u>AMOUNT</u>
Prior Attorney's fees & costs	\$ 440.80
Current Attorney's fee	\$ 500.00
Title Insurance Guarantee	\$ 298.53
Postage	\$ 10.00
Photocopies	\$ 20.00
Late Payments	\$ 35.00
Total	\$1,304.33

The total amount necessary to cure the default is the sum of the amounts in paragraphs 8(A) and 9, which is \$1,304.33. Monies required to cure the default may be tendered to John L. LaLonde, Attorney at Law, at the following address:

JOHN L. LaLONDE  
Boettcher, LaLonde, Kleweno.  
Rutledge, Jahn & Holtmann, P.S.  
415 West 11th Street  
P. O. Box 938  
Vancouver, WA 98666

If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph 8B, by June 17, 1992.

(10) The persons to whom this Notice of Intent to Forfeit is given 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 a summons and complaint before the declaration of forfeiture is recorded, to-wit: June 17, 1992.

(11) The person to whom the 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 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; and 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) The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom, when, and how, as follows:

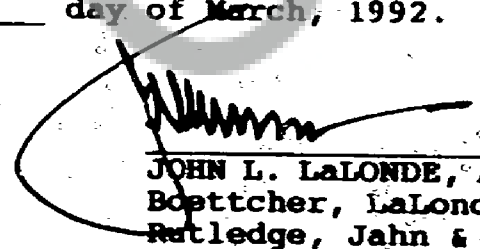
None

(13) Any additional information required by the contract or other agreement with the seller, to-wit:

None

**NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.**

DATED this 9 day of March, 1992.

  
JOHN L. LALONDE, Attorney for Seller  
Boettcher, LaLonde, Kleweno,  
Rutledge, Jahn & Holtmann, P.S.  
Attorneys at Law  
415 West 11th Street  
P. O. Box 938  
Vancouver, WA 98666

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STATE OF WASHINGTON :  
County of Clark : 88

I certify that I know or have satisfactory evidence that John L. LaLonde signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it, as the attorney for Maretta L. Goeden who has granted her general Power of Attorney to May Girard, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this 9 day of March, 1992.

BARBARA J. MCININCH  
NOTARY PUBLIC  
STATE OF WASHINGTON  
COMMISSION EXPIRES  
MARCH 18, 1992

*Barbara J. McIninch*  
NOTARY PUBLIC in and for the State  
of Washington, residing at Vancouver  
My Appt. Expires: 3-18-92