

113207

BOOK 127 PAGE 967

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Lynda Olson*

NOTICE OF INTENT TO FORFEIT

APR 3 12 32 PM '92

*P. Sawry*  
OR  
GARY M. OLSON

TO: MICHAEL R. SMITH  
6192 SE OETKIN ROAD  
MILWAUKIE, OREGON 97267  
cc SRK DTM LJO

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 SELLER AND, IF ANY, THE SELLER'S AGENT OR ATTORNEY GIVING THE NOTICE:

SELLER'S NAME, ADDRESS, AND TELEPHONE NUMBER:

LYNDA J. OLSON  
8233 HWY 14  
Lyle, Washington 98635  
TELEPHONE #509-767-1539

AGENT'S OR ATTORNEY'S NAME, ADDRESS, AND TELEPHONE NUMBER:

GARY C. LaVINE  
8233 HWY 14  
LYLE, WASHINGTON 98635  
TELE-509-767-1539

ROSS R. RAKOW, ATTORNEY  
117 EAST MAIN ST.  
GOLDENDALE, WASHINGTON 98620  
TELE-509-773-4440

- (b) DESCRIPTION OF THE CONTRACT:

REAL ESTATE CONTRACT DATED: 11/8/88 ADDENDUM 9/12/90  
EXECUTED BY: LYNDA J. OLSON a unmarried woman  
(SELLER)

AND MICHAEL R. SMITH a unmarried man  
(PURCHASER)

WHICH CONTRACT OR A MEMORANDUM THEREOF WAS RECORDED UNDER  
NO: 106334 & 110047 ON 12/30/88 & 9/12/90  
RECORDS OF AUDITOR SKAMANIA COUNTY, WASHINGTON.

- (c) LEGAL DESCRIPTION OF THE PROPERTY:  
LOTS 1,2,3,4,7,8,10,11,12, AND 13 OF EDGEWATER PROPERTIES,  
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD  
IN BOOK A OF PLATS, PAGE 119, RECORDS OF SKAMANIA COUNTY, WA.  
TOGETHER WITH ALL RIGHT, TITLE AND INTEREST IN AND TO ALL AREAS  
SHOWN ON SAID PLAT AND NOT DEDICATED TO THE PUBLE, INCLUDING PART-  
ICULARLY THE PUBLIC AREA LOCATED BETWEEN LOT 6 AND 7 AS SHOWN ON  
SAID PLAT.

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filmed 4/14/92  
Mailed

Glenda J. Kimmel, Skamania County Auditor  
By: Parcel # 7-7-23-3-4 - 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612

## NOTICE OF INTENT TO FORFEIT-PAGE TWO

(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)

MONTHLY PAYMENTS IN THE AMOUNT OF \$790.00 EACH DUE 1st  
OF EVERY MONTH FOR THE MONTHS OF FEBRUARY, MARCH, AND APRIL.  
1990 AND 1991 PROPERTY TAXES.

**2. OTHER DEFAULTS:**

(e) FAILURE TO CURE ALL OF THE DEFAULTS LISTED IN (g) AND (h) ON OR BEFORE JULY 2nd 1992, WILL RESULT IN THE FORFEITURE OF THE CONTRACT.

(f) THE FORFEITURE OF THE CONTRACT WILL RESULT IN THE FOLLOWING:  
(NOTE: ADD THE FOLLOWING ITEMS TO THE EXTENT APPLICABLE AND  
PROVIDED IN THE CONTRACT.)

1. ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY OF THE PURCHASER AND OF ALL PERSONS CLAIMING THROUGH THE PURCHASER GIVEN THIS NOTICE 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 THE PROPERTY SHALL BELONG TO THE SELLER.
5. THE PURCHASER AND ALL PERSONS CLAIMING THROUGH THE PURCHASER GIVEN THIS NOTICE SHALL BE REQUIRED TO SURRENDER POSSESSION OF THE PROPERTY, IMPROVEMENTS AND UNHARVESTED CROPS TO THE SELLER ON SEPT. 1st. 1992.

(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 ACTION(S) REQUIRED TO CURE THE DEFAULT:

**1. MONETARY DELINQUENCIES:**

[illegible]

## NOTICE OF INTENT TO FORFEIT-PAGE THREE

## 2. ACTION(S) REQUIRED TO CURE ANY NON-MONETARY DEFAULT:

## (h) THE FOLLOWING IS A STATEMENT OF OTHER PAYMENTS, CHARGES, FEES AND COSTS TO CURE THE DEFAULT:

ITEM	AMOUNT
1. COST OF TITLE REPORT	\$
2. SERVICE/POSTING OF NOTICE OF INTENT TO FORFEIT (ESTIMATED)	\$
3. COPYING/POSTAGE	\$ 13.20
4. ATTORNEY'S FEE	\$
5. LONG DISTANCE TELEPHONE CHARGES	\$ 10.00
6. LATE CHARGES	\$
7. RECORDING FEES	\$ 9.00
8. OTHER: GAS	\$ 20.00
NOTARY AND MISS	\$ 22.00
TOTAL:	\$ 74.20

THE TOTAL AMOUNT NECESSARY TO CURE THE DEFAULT IS IN THE SUM OF THE AMOUNTS IN (g) (1) AND (h), WHICH IS \$4444.00, 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 RAKOW & HANSEN, WHOSE ADDRESS IS: 117 EAST MAIN STREET, GOLDENDALE, WASHINGTON 98620.

THIS FORFEITURE IS CONDUCTED IN COMPLIANCE WITH ALL THE REQUIREMENTS OF THE REAL ESTATE CONTRACT FORFEITURE ACT, R.C.W. CHAPTER 61.30, AND APPLICABLE PROVISIONS OF THE CONTRACT.

- (i) THE PURCHASER AND ANY PERSON CLAIMING ANY INTEREST IN THE PURCHASER'S RIGHTS UNDER THE CONTRACT OR IN THE PROPERTY WHO ARE GIVEN THE NOTICE OF INTENT TO FORFEIT AND THE DECLARATION OF FORFEITURE HAVE THE RIGHT, FOR A PERIOD OF SIXTY (60) DAYS FOLLOWING THE DATE THE DECLARATION OF FORFEITURE IS RECORDED, TO COMMENCE A COURT ACTION TO SET THE FORFEITURE ASIDE IF THE SELLER DID NOT HAVE THE RIGHT TO FORFEIT THE CONTRACT OR FAIL TO COMPLY WITH THIS CHAPTER. YOU WILL BE NOTIFIED WHEN THE DECLARATION OF FORFEITURE IS RECORDED.

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

DATED THIS 2nd DAY OF April, 1992

*Lynda J. Olson*

STATE OF Oregon )  
COUNTY OF Wasco ) SS.

On this 2nd day of April, 1992, personally appeared before me, a Notary Public within and for said County and State, the within-named Lynda J. Olson, personally known to me to be the individual described in and who executed the within instrument and she acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on this, the day and year first in this, my certificate, written.

(Notarial Seal)



*Dorinda Sue Thomas*  
Notary Public for the State of Oregon

My commission expires \_\_\_\_\_