

113698

BOOK 129 PAGE 162

NOTICE OF INTENT TO FORFEIT PURSUANT TO
CHAPTER 61.30, REVISED CODE OF WASHINGTON

TO: BRUCE B. FORD
MP0.18R Yule Road
Washougal, WA 98671

JOHN DOE (Occupant)
JANE DOE
MP 1.30 Franz Road
Skamania, WA 98648

BRUCE B. FORD
MP 1.30 Franz Road
Skamania, WA 98648

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 Seller and of Seller's attorney giving this notice is as follows:

SELLER

Donna E. Luhr
3777 Addy, Space 18
Washougal, WA 98671
(206) 835-3517

SELLER'S ATTORNEY

John P. Hagensen
Attorney at Law
430 N.E. Everett Street
Camas, WA 98607
(206) 834-4611

FILED FOR RECORD
SKAMANIA CO. WASH.
BY *Crapp, O'Dell, Lewis*

JUN 10 1 18 PM '92

B. Laury
CLERK
GARY H. OLSON

Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed *6/16/92*
Mailed ☒

2. Description of the Contract: The Real Estate Contract referred to herein is dated July 18, 1990, and was executed by Donna E. Luhr, a widow, as Seller, and Bruce B. Ford, a single person, as Purchaser. Said contract was recorded on May 29, 1992, under Auditor's File No. 113617, records of Skamania County, Washington.

3. The property which is the subject of the contract is described as follows:

County of Skamania, State of Washington:

The Southwest Quarter of the Northwest quarter of Section 33, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

TOGETHER WITH an easement for a road right of way across the Northeast Quarter of the Northwest Quarter of the said Section 33 as more particularly described in deed dated April 26, 1948, and recorded April 26, 1948, at page 31 of Book 32 of Deeds, Records of Skamania County, Washington.

ALSO TOGETHER WITH that certain 1979 Skyline Mobile Home, 60/24, Serial No. D1910759M, as stated in said Real Estate Contract.

SUBJECT TO easements recorded under Book 78, Page 614 and under Book 41, page 181.

4. The defaults under the contract on which this notice is based are as follows:

Glenda J. Kimmel, Skamania County Assessor
By: *JK* Parcel # *2-6-33-700*

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- a. Failure to pay four (4) monthly installments of \$525.00 each for the months of February, 1992 through May, 1992, for a total of \$2,100.00.
- b. Failure to pay, when due, excise taxes levied and assessed against the subject real property along with penalties in the following amounts:

July 18, 1990 - excise tax	\$1,043.44
July 18, 1990 thru May 29, 1992 - penalties	<u>448.68</u>
TOTAL	\$1,492.12

5. The aforescribed Real Estate Contract will be forfeited on September 16, 1992, unless the items of default are cured as hereinafter provided.

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 Seller's 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 Seller 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 Seller; 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 Seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of the payments of money in default. There are defaults not involving the failure to pay money:

- a. Failure to pay four (4) monthly installments of \$525.00 each for the months of February, 1992 through May, 1992. \$2,100.00
- b. Failure to pay May, 1992 excise taxes plus interest and penalties. \$1,492.12

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) \$ 9.00
- b. Service of Notice of Intent to Forfeit (Estimated) \$ 20.00
- c. Copying and Postage (Estimated) \$ 25.00
- d. Attorney's Fees \$ 350.00
- e. Court Proceeding Report \$ 413.02

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9. The total amount necessary to cure the defaults is the sum of the delinquent payments and excise taxes in the amount of \$3,592.12, plus payment of charges, fees and costs of \$817.02, plus the amount of any payments, late charges 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 John P. Hagensen, 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.

11. 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 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.

12. Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given. Such Declaration of Forfeiture will be given on or after September 16, 1992.

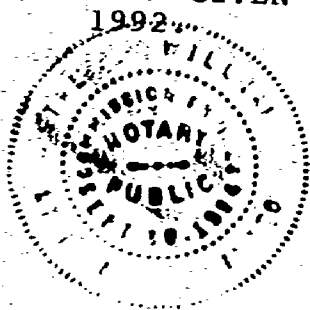
DATED this 8th day of June, 1992.

John P. Hagensen
John P. Hagensen, Attorney for
Seller.

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

On this day personally appeared before me JOHN P. HAGENSEN, 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 8th day of June, 1992.



Kathleen Williams
Notary Public in and for the State of
Washington, Residing at Camas.
My appointment expires: 9-30-94