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BOOK 131 PAGE 69

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

Knapp, O'Dell, Lewis
& Hagensen
SEP 23 1991
J. Lowry
GARY OLSON

TO: DALE HAMMRICH
MPO.17 What Road
Washougal, WA 98671

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

Sonia L. Shold, successor in interest of
Herbert L. Davis, Deceased
3432 N.E. Fourth Avenue
Camas, WA 98607
(206) 835-2941

SELLER'S ATTORNEY

Robert W. O'Dell
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 June 10, 1985, and was executed by Herbert L. Davis, a single person, as Seller, and Dale Hammrich, a single person, as Purchaser. Said contract was recorded on June 12, 1985, in Book 84, Page 625, Auditor's File No. 99372, deed records of Skamania County, Washington.

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

Lot 2 of the Herbert Davis Short Plat, recorded in Book 3, Page 76, records of Skamania County, Washington, a redivision of the Vern Thomas Short Plat, recorded in Book 2 of Short Plats, Page 62, records of Skamania County, Washington, being a part of the North half of the Northwest quarter of the Northeast quarter of the Northeast quarter of Section 3, Township 1 North, Range 5 East of the Willamette Meridian.

SUBJECT TO Easement as recorded in Book 73, Page 745, Auditor's File No. 85211, records of Skamania County, Washington.

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

- a. Failure to pay monthly installments as follows:
- | | |
|--|------------|
| 1987 - 9 installments of \$200.00 each for the months of April through December | \$1,800.00 |
| 1988 - 12 installments of \$200.00 each for the months of January through December | 2,400.00 |
| 1989 - 12 installments of \$200.00 each for the months of January through December | 2,400.00 |

Glenda J. Kimmel, Skamania County Assessor
By: *JB* Parcel # 1-5-3-110

Registered *p*
Indexed, Cir *p*
Indirect *p*
Filed *10/21/92*
Mailed

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1990 - 12 installments of \$200.00 each for the months of January through December	2,400.00
1991 - 12 installments of \$200.00 each for the months of January through December	2,400.00
1992 - 9 installments of \$200.00 each for the months of January through September	<u>\$1,800.00</u>
Total of Installments Owed	\$13,200.00

- b. Failure to pay, when due, real property taxes levied and assessed against the subject real property for the years 1988, 1989, and 1990, in the following amounts:

1988 - \$176.03 plus penalty & interest thru 11/30/90	\$73.93 = \$249.96
1989 - \$159.83 plus penalty & interest thru 3/27/92	\$73.52 = 233.35
1990 - \$149.81 plus penalty & interest thru 3/1/92	\$52.42 = <u>202.24</u>
	\$685.55

5. The aforescribed Real Estate Contract will be forfeited on January 6, 1993, 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 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. Failure to pay nine (9) monthly installments of \$200.00 each for the months of April, 1987, through December, 1987.	\$1,800.00
Failure to pay twelve (12) monthly installments of \$200.00 each for the months of January, 1988 through December, 1988.	2,400.00
Failure to pay twelve (12) monthly installments of \$200.00 each for the months of January, 1989 through December, 1989.	2,400.00

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Failure to pay twelve (12) monthly installments of \$200.00 each for the months of January, 1990 through December, 1990. 2,400.00

Failure to pay twelve (12) monthly installments of \$200.00 each for the months of January, 1991 through December, 1991. 2,400.00

Failure to pay nine (9) monthly installments of \$200.00 each for the months of January, 1992 through September, 1992. 1,800.00

b. Failure to pay 1988, 1989, and 1990 real property taxes plus interest and penalties. 685.55

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. Service of Notice of Intent to Forfeit (Estimated)	\$ 20.00
b. Copying and Postage (Estimated)	\$ 20.00
c. Attorney's Fees	\$ 500.00
d. Contract Forfeiture Guarantee	\$ 187.25

9. The total amount necessary to cure the defaults is the sum of the delinquent payments and real property taxes in the amount of \$13,885.35, plus payment of charges, fees and costs of \$737.25, 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 Robert W. O'Dell, 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 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.

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. The 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 January 6, 1992.

DATED this 29th day of September, 1992.


Robert W. O'Dell, Attorney for Seller.

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STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ROBERT W. O'DELL, 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 29th day of September, 1992.

Magdalena S. Peterson
Notary Public in and for the State of
Washington, Residing at Battle Ground.
My appointment expires: 1-27-96.



Unofficial Copy