

NOTICE OF INTENT TO FORFEIT PURSUANT TO
CHAPTER 61.30, REVISED CODE OF WASHINGTONFILED FOR RECORD
SKAMANIA COUNTY WASH
BY Roger Knapp
Oct 9 14 12 PM '92
P. Lowry
GARY H. OLSONTO: BILLY L. RENNER
P. O. Box 667
Carson, WA 98610JEAN FLOREK
MP 0.04R Short Run Road
Carson, WA 98610KIMBERLY D. RENNER
P. O. box 667
Carson, WA 98610DONALD ARMSTRONG
MP 0.04R Short Run Road
Carson, WA 98610Registered ☒
Indexed, Dir ☒
Indirect ☒
Filed 10/20/92
Mailed

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

Maretta L. Goeden
c/o May Girard
Carson, WA 98610
(509) 427-8291

SELLER'S 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 September 15, 1987, and was executed by Maretta L. Goeden, a single person, as Seller, and Billy L. Renner and Kimberly D. Renner, husband and wife, as Purchaser. Said contract was recorded on October 15, 1987, Auditor's File No. 104020, 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:

Lot 9, WELLS' HOMESITES, according to the official plat thereof on file and of record, page 102 of Book A of Plats, records of Skamania County, Washington.

4. The default under the contract upon which this notice is based is transfer of possession of the property without the prior written consent of Seller in contravention of Paragraph 14 of said Real Estate Contract.

5. If all items of default are not cured by January 14, 1993, the aforescribed 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 Seller's interest in the property shall be terminated;
- b. The Purchaser's rights under the contract shall be cancelled;

Gloria J. Kimmel, Skamania County Auditor

By: [Signature] Parcel # 3-8-21-3-1400

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- 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. Payments of money in default \$0.00
- b. Possession of the property must be restored to Purchaser.

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. Copying and Postage (Estimated) \$ 25.00
- c. Attorney's Fees \$ 750.00
- d. Contract Forfeiture Guarantee \$ 344.32

9. The total amount necessary to cure the defaults is costs and attorney's fees in the amount of \$1,128.32, 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 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.

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12. The Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given.

DATED this 7th day of October, 1992.



Roger D. Knapp, Attorney for Seller.

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 7th day of October, 1992.




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

Unofficial Copy