

114731

BOOK 131 PAGE 496

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

TO: Estate of Joseph G. Jones and
Estate of Sheri Lynn Jones and
any and all heirs and/or devisees
%Joseph L. Udall, Attorney at Law
P. O. Box 858
Stevenson, WA 98648

Theodore L. Austad and
Rosemary J. Austad
Milepost 34.48L
St. Hwy 14
Skamania, WA 98648

Shane Jordan
8630 N.E. Brazee
Portland, OR 97220

Jeremiah Jones
8630 N.E. Brazee
Portland, OR 97220

CLARK COUNTY TITLE COMPANY
P. O. Box 1308
Vancouver, WA 98660

YOU, AND EACH OF YOU, ARE HEREBY NOTIFIED that the Real Estate
Contract described below is in default and you are provided the
following information with respect thereto:

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Robert Luck*

(a) The name, address and telephone number of the Seller
and, if any, the Seller's agent or attorney giving
the notice:

OCT 20 3 26 PM '92
G. Olson
GARY H. OLSON

SELLER
Hazel Gresli
%Robert K. Leick
Attorney at Law
P. O. Box 247
Stevenson, WA 98648

Registered
Indexed, Dir
Indirect
Filed 11/5/92
Mailed

ATTORNEY FOR SELLER
Robert K. Leick
Attorney at Law
P. O. Box 247
Stevenson, WA 98648
Ph. (509) 427-5141, Ext. 244

(b) Description of Contract: Real Estate Contract dated
December 22, 1919(SIC), executed by Hazel R. Gresli,
a single woman, as Seller, and Theodore L. Austad
and Rosemary J. Austad, husband and wife, as Purcha-
sers, executed on December 20, 1980, which Contract,
or a memorandum thereof, was recorded under
Auditor's File No. 91797, on December 22, 1980, in
Book 79, at page 107, Deed records of Skamania
County, Washington.

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Glenda J. Kimmel, Skamania County Assessor
By *Br. 880* Parcel # 02 06 26 40 2000 00
10/20/92

- (c) A Contract of Sale dated December 15, 1986, executed by Theodore L. Austad and Rosemary J. Austad, husband and wife, as Sellers, and Joseph G. Jones and Sheri L. Jones, husband and wife, as Purchasers, which Contract was recorded under Auditor's File No. 102359, in Book 103, Page 583, records of Skamania County, Washington.
- (d) Legal description of property: See Exhibit "A" attached hereto and by this reference incorporated herein.
- (e) Description of each default under the Contract on which this notice is based:
1. Failure to pay the following past due Contract payments:

July, 1992	\$ 400.00
August, 1992	\$ 400.00
September, 1992	\$ 400.00
October, 1992	\$ 400.00
 2. Other defaults: None
- (f) Failure to cure all of the defaults listed in (h) herein on or before January 21st, 1993, will result in the forfeiture of the Contract.
- (g) The forfeiture of the Contract will result in the following:
1. All right, title and interest in the property of the Purchaser(s), and of all persons claiming through the Purchaser(s), or whose interests are otherwise subordinate to the Seller's interest in the property, given this notice, shall be terminated.
 2. The Purchasers' 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 of the Purchasers' rights in all improvements made to the property, and in unharvested crops and timber thereon, shall belong to the Seller.

5. The Purchaser(s) 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 of the contract is recorded.

(h) 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:

<u>Item</u>	<u>Amount</u>
Payments for July, August, September and October, 1992	\$1600.00

TOGETHER WITH any and all delinquent monthly payments falling due hereafter and late charges accruing thereon, together with failure to pay any real property taxes and/or assessments, interest and penalties accruing after the date of this notice.

2. Action(s) required to cure any non-monetary default:

None

(i) The total amount necessary to cure the default is the sum of the amounts in (h)(1), which is \$1600.00 grand total, 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, together with any expenses, costs or attorney's fees incurred prior to the curing of the default. Action(s) as set forth in (h)(2) must also be undertaken to cure the default. Monies required to cure the default may be tendered to: Robert K. Leick, Attorney at Law, P. O. Box 247, Stevenson, WA 98648.

(j) The person(s) to whom this notice is given 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.

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

- (k) The person to whom this notice is given may have the right to request a court to order a public sale of the property; that 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; that 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 Purchasers; that the court will require the person who requests the sale to deposit the anticipated sale costs with the Clerk of the Court; and, that 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.
- (l) The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, except by the Contract or by other agreement.
- (m) Additional Information Required by the Contract or Other Agreement With Seller: None

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 19th day of October, 1992

Robert K. Leick
ROBERT K. LEICK, wsba #03432
Attorney for Seller

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that ROBERT K. LEICK appeared personally before me and that I know or have satisfactory evidence that he signed this

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instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 19th day of October, 1992.

Shirley A. Little
Notary Public in and for the State of
Washington, residing at Stevenson
My commission expires 8/12/95

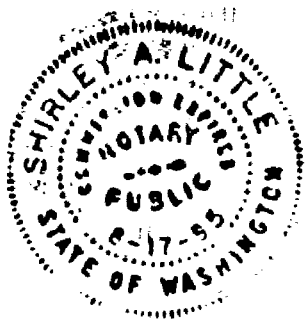


EXHIBIT "A"

That portion of the Southeast quarter of the Southeast quarter of Section 26, Township 2 North, Range 6 East of the Willamette Meridian in the County of Skamania and State of Washington, described as follows:

Beginning at a point 859.4 feet North and 30 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of the said Section 26; thence South 286.4 feet; thence East 50 feet; thence South 30 feet; thence East 261.5 feet, more or less to a point 543 feet North and 311.5 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 26; thence North $17^{\circ} 47'$ West 401.5 feet to a point on the South line of Little Street North $70^{\circ} 46'$ E 200 feet from the point of beginning; thence South $70^{\circ} 46'$ West 200 feet to the point of beginning; EXCEPT that portion thereof conveyed to G. W. Willson and Wife by deed dated September 6, 1945, and recorded September 12, 1945 at Page 480 of Book 30 of Deeds, Records of Skamania County, Washington.

Beginning at a point 543 feet North and 311.5 feet East of the Southwest corner of the Southeast quarter of the Southeast quarter of said Section 26; thence East 75 feet to the West boundary of the road formerly designated as State Highway No. 8; thence Southerly along the West boundary of said road to intersection with the Northerly right of way line of Primary State Highway No. 8 as presently established; thence Southwesterly following the Northerly right of way line of said highway 200 feet, more or less, to a point South $07^{\circ} 30'$ East from the point of beginning; thence Southwesterly along the Northerly right of way of said highway 100 feet; thence North $07^{\circ} 30'$ West 400 feet, more or less, to intersection with the South line of the tract of land first above described; thence East to the point of beginning.