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FILED FOR RECORD
SKAMANIA COUNTY
BY Terry Lee

Nov 17 5 03 PM '92

P. Lowry

GARY H. OLSON

NOTICE OF INTENT TO FORFEIT

**PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30**

TO: Lynette J. Beres and her spouse, if any;
3301 "K" Street
Washougal, Washington 98671

Duane N. Beres;
P.O. Box 755
Washougal, Washington 98671

Tom Henricksen, a party in possession;
MP 1.77 L Labarre Road
Washougal, WA 98671

Registered
Indexed, Dir. ☒
Indirect
Filmed 12/15/92
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:

- (A) The name, address and telephone number of the seller and the seller's agent or attorney giving the notice:

Seller's Name: Ted W. Kent and Lavonne I. Kent

Seller's Address: 200 Promenade Building
421 High Street
Oregon City, Oregon 97045

Seller's Telephone No.: (503) 656-1404

Attorney's Name: Terry Lee

Attorney's Address: 610 Esther Street, Suite 208
Vancouver, Washington 98660

Attorney's Telephone No: (206) 737-6339

- (B) Description of the Contract: Real Estate Contract dated August 27, 1979, executed by Ted and Lavonne Kent, as seller, and Duane N. Beres, as purchaser, which Contract or a memorandum thereof was recorded under Book 77, Page 62, Auditor's File No. 89324 on August 20, 1979, records of Skamania County, Washington. Excise Tax Receipt No. 6973.

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Glenda J. Kimball, Skamania County Assessor
By: *[Signature]* 2-5-28-2-108

- (C) Legal description of the property located in Skamania County, State of Washington:

A part of the Northwest Quarter of Section 28, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at the center of Section 28, Township 2 North, Range 5 East of the Willamette meridian; thence North 292.63 feet; thence West 26.29 feet to a point on the Westerly line of La Barre County Road as it was established April 27, 1979; said point also being the point of beginning of the tract herein described; thence West 938.00 feet; thence South 284.52 feet; thence East to a point on the Westerly line of said La Barre County Road; thence Northerly along said Westerly line to the point of beginning.

Also known as Lot 1 of the Kent Short Plat, recorded April 27, 1979, in Book 2 of Short Plats, Page 100, Auditors File No. 88430, records of Skamania County, Washington.

- (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) below: balance due on Real Estate Contract, real estate taxes, and other charges.

- (E) Failure to cure all of the defaults listed in (G) and (H) on or before February 22, 1993, will result in the forfeiture of the Contract.

- (F) The forfeiture of the Contract will result in the following:

1. All right, title and interest in the property of the purchaser and, to the extent elected by seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property 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 of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller.
5. The purchaser 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 is recorded.

(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:

The principal balance due of \$8,877.52 at the rate of 10% per annum, from July 30, 1990 to August 1, 1992, for the amount of \$1,775.50, daily rate of \$2.43, to November 10, 1992.

(H) The following is a statement of other payments, charges, fees and costs (or, where indicated, an estimate thereof) to cure the defaults:

| <u>Items</u> | <u>Amount</u> |
|---|---------------|
| 1. Cost of title report | \$185.00 |
| 2. Service/posting of Notice of Intent to Forfeit (estimated) | \$150.00 |
| 3. Copying/postage | \$ 50.00 |
| 4. Attorney's Fee (estimated) | \$1,000.00 |
| 5. Long distance phone charges | \$50.00 |
| 6. Late charges | \$0.00 |
| 7. Recording Fees (estimated) | \$50.00 |
| 8. Foreclosure Fee | \$181.90 |
| TOTAL | \$1,666.90 |

Pay real estate taxes to the following person at the following address and provide proof of payment:

Taxes for the year 1988: \$661.86, balance of \$330.93 plus interest and penalties unpaid.

Fire Patrol for 1992: \$ 7.15, balance of \$ 3.57 plus interest and penalties unpaid.
Taxes for the year 1990: \$563.29, balance of \$281.64 plus interest and penalties unpaid.
Fire Patrol for 1990: \$ 11.06, balance of \$ 5.53 plus interest and penalties unpaid.
Taxes for the year 1991: \$684.79, plus interest and penalties unpaid.
Fire Patrol for 1991: \$ 15.06, plus interest and penalties unpaid.
Taxes for the year 1992: \$695.93, plus interest and penalties unpaid.
Fire Patrol for 1992: \$ 14.20, plus interest and penalties unpaid. (Account No. 02-05-28-2-0-0108-00).

- (I) The recipient of this notice 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.

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

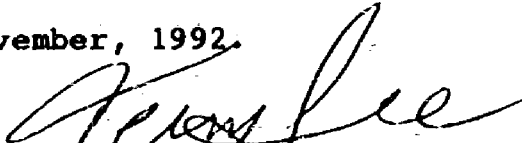
- (J) The person to whom this notice is given may have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having 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.

- (K) The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

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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 10 day of November, 1992.

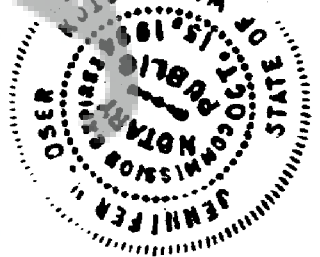

TERRY LEE, Attorney for Sellers.

STATE OF WASHINGTON)
) ss.
County of Clark)

I certify that I know or have satisfactory evidence that TERRY LEE is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument as the attorney for Ted and Lavonne Kent, and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: November 11, 1992


Notary Public in and for the
State of Washington, residing
at Vancouver
My appointment expires: Oct. 1994



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