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BOOK 101 PAGE 537

SK-14178

02-05-30-0-0-0201-00

0202, 0203 & 0204

NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT

To: Jack Sunseri
31 Crest Road
Lafayette, California 94549

and

Gladine Ida Sickles
31 Crest Road
Lafayette, California 94549

and

Steven R. Reams
815 El Camino Real, #5
Burlingame, California 94010

and

Steven V. Ingerson
MP 0.11L Panda Road
Washougal, Washington 98671

and

Brian S. Grier and Christire Grier
MP 0.23L Panda Road
Washougal, Washington 98671

and

Robert G. Kalander and Lynne A. Kalander
P.O. Box 441
Washougal, Washington 98671

and

Jerry Bump and Kris Bump
MP 0.23R Panda Road
Washougal, Washington 98671

THE REAL ESTATE CONTRACT set forth below is in default. You are provided with the following information as required by law. If the default is not cured within the time allowed, the contract will be forfeited. PLEASE READ THIS NOTICE CAREFULLY. Please contact an attorney if you do not understand it.

FILED FOR RECORD
SKAMIA CO. WASH.
BY S.E. [Signature]
JUN 16 11 57 AM '86
AUDITOR
GARY M. OLSON

Registered

Indexed, Dir

Indirect

Filmed

Mailed

Notice of Intent to Forfeit
Real Estate Contract - 1

LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
P.O. Box 61566
VANCOUVER, WASHINGTON 98666
(206) 699-4780

1. Seller and Seller's attorney's names, addresses and telephone numbers:

Seller: Anderson Diversified, Inc.
c/o Don Anderson
17231 SE Evergreen Highway
Camas, Washington 98607
(206) 892-9402

Seller's Attorney: Douglas J. Bratt
Attorney at Law
1104 Main Street, Suite 30
P.O. Box 61566
Vancouver, Washington 98666
(206) 699-4780

2. Real Estate Contract dated March 5, 1981, and recorded on March 11, 1981, under Skamania County Recording No. 92151 in Book 79 at page 465, said contract having been executed by Anderson Diversified, Inc., a Washington corporation, as seller, and by Jack A. Sunseri, a single man, d/b/a S.A.F.E. Investment and Development Company.

3. Legal description of property:

The legal description of the property subject to the contract is set out on Exhibit "A," attached hereto and incorporated herein by reference. Portions of said real property have previously been deed released to third parties under Skamania County Auditor's Recording Nos. 99344 and 99868, and said previously deeded real property is not included in this intention to forfeit. The property that is subject to the Real Estate Contract discussed herein has, however, been subdivided and sold by contract to various third parties not a party to the original contract between Anderson Diversified, Inc., and Jack Sunseri. Notice is hereby given to Mr. Reams, Mr. Ingerson, Mr. and Mrs. Grier, and Mr. and Mrs. Kalander, as persons who might claim some interest in portions of the property described in Exhibit "A," attached hereto, by way of Real Estate Contracts executed by each of them as individual purchasers from Jack Sunseri, d/b/a S.A.F.E. Investment and Development Company. All of these Real Estate Contracts are subordinate to the original Real Estate Contract discussed herein. Jerry Bump and Kris Bump are hereby given notice since they occupy a parcel of property which is a portion of the real property discussed in the Real Estate Contract which is the subject matter of this notice, said parcel having been subject to a Real Estate Contract between Jack Sunseri and Mr. and Mrs. Kalander. Jack Sunseri is hereby given notice as the purchaser under the Real Estate Contract discussed herein, and Gladine Ida Sickles is hereby given notice since she is the holder of record of the Real Estate Contracts involving Mr. Reams,

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Mr. Ingerson, Mr. and Mrs. Grier, and Mr. and Mrs. Kalandar discussed herein, which Real Estate Contracts are subordinate to the Real Estate Contract which is the subject matter of this Notice of Intent to Forfeit.

4. Description of each default under the Contract on which this Notice is based:

A. Failure to make required semi-annual payments of \$3,000.00 each due on or before September 11, 1985, and March 11, 1986.

B. Failure to pay real estate taxes, as further outlined on Exhibit "B," attached hereto and incorporated herein by reference.

5. This Contract will be forfeited on September 23, 1986 (at least 90 days from the date this Notice is recorded unless the contract provides for a longer time), unless you cure all of the defaults as set forth in this Notice on or before that date.

6. The forfeiture of this 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 given this Notice shall be terminated;

B. The purchaser's rights under the contract shall be canceled;

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 improvements made to and unharvested crops on the property shall belong to the seller; and

E. The purchaser and all persons claiming through the purchaser given this Notice shall be required to surrender possession to the property, improvements and unharvested crops to the seller ten (10) days after the forfeiture.

7. Itemized statement of failure to make payments as follows:

<u>Date</u>	<u>Amount</u>
September 11, 1985	\$3,000.00
March 11, 1986	\$3,000.00
Total:	\$6,000.00

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8. Itemized Statement of other defaults, if any, and action required to cure:

Failure to pay 1984, 1985, and 1986 real estate taxes totaling \$1,240.75, as outlined in Exhibit "B," attached hereto, plus interest and penalties. All taxes, interest and penalties must be paid in full to the Skamania County Treasurer and proof of payment must be supplied to seller's attorney.

9. Description and itemized statement of all other payments, fees, and costs, if any to cure the default:

A. Title report:	\$243.96
B. Postage:	14.77
C. Recording fees for this Notice:	10.00
D. Copy charges:	4.80
E. Attorney's fee:	400.00
F. Long distance telephone charges:	10.00
Total (costs, charges & fees):	\$683.53

10. The total amount required to cure the default is \$6,683.53, plus any payments which fall due after the date of this Notice and on or prior to the date the default is cured, as well as any and all additional interest and penalties owing on the real property taxes which have not been paid. In addition, as discussed in Paragraph 9, taxes, interest, and penalties must also be paid, and proof of payment provided.

NOTE WELL: One (1) more semi-annual payment of \$3,000.00 will be due and owing on September 11, 1986, which is prior to the date on which this contract will be forfeited. Any payment made after September 11, 1986, in response to this Notice must include said additional \$3,000.00 payment.

Payment required to cure the default must be delivered to:

Douglas J. Bratt
Attorney at Law
1104 Main Street, Suite 400
Vancouver, Washington 98660

11. You have a right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action prior to the effective date of forfeiture. No extension is available for defaults which are a failure to pay money.

DATE of this Notice: June 13, 1986.

By:


Douglas J. Bratt

Attorneys for Anderson
Diversified, Inc., Seller
LAW OFFICES
MORSE & BRATT
1104 MAIN STREET
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VANCOUVER, WASHINGTON 98666

(206) 699-4780

Notice of Intent to Forfeit
Real Estate Contract - 4

EXHIBIT "A"

Real property Located in Skamania County, Washington, to-wit:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND BEING PURCHASED BY RONALD CUMMINGS AND CHARLOTTE CUMMINGS, HUSBAND AND WIFE, UNDER AUDITOR'S FILE NO. 75269, AND RECORDED SEPTEMBER 20, 1972; THENCE EAST ALONG THE SOUTH LINE OF SAID CUMMINGS TRACT, A DISTANCE OF 679 FEET TO THE SOUTHEAST CORNER OF SAID CUMMINGS TRACT; THENCE NORTH ALONG THE EAST LINE OF SAID TRACT AND THE NORTHERLY PROLONGATION THEREOF TO ITS INTERSECTION WITH THE NORTH LINE OF SAID SECTION 30; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH ALONG SAID EAST LINE TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING.

EXCEPT A STRIP OF LAND 300 FEET IN WIDTH LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SAID SECTION 30 ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER TRANSMISSION LINES, IN JUDGMENT AND DECREE ON DECLARATION OF TAKING IN BOOK 27 OF DEEDS, PAGE 319, UNDER AUDITOR'S FILE NO. 26973, RECORDS OF SKAMANIA COUNTY, WASHINGTON. (EXCEPTION APPLIES TO THE LAND DESCRIBED ABOVE).

ALSO INCLUDED IN THIS CONVEYANCE A 60 FOOT STRIP OF LAND BEING 30 FEET ON EACH SIDE OF CENTERLINE DESCRIBED AS THE NORTH-SOUTH CENTERLINE OF THE WEST HALF OF THE NORTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER IN SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN.

TOGETHER WITH AN EXISTING EASEMENT FOR INGRESS AND EGRESS FROM COUNTY ROAD NO. 11160, KNOWN AS POHL ROAD, (FORMERLY KNOWN AS SKYE SCHOOL ROAD) OVER BONNEVILLE POWER ADMINISTRATION RIGHT OF WAY TO SAID PREMISES.

AND A TRACT OF LAND IN SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, LYING SOUTHERLY AND EASTERLY OF THE RIGHT OF WAY OF COUNTY ROAD NO 11160, KNOWN AS POHL ROAD, FORMERLY KNOWN AS SKYE SCHOOL ROAD.

EXHIBIT "B"

Real property taxes are owing on portions of the real property that is subject to the Real Estate Contract discussed herein. The delinquent taxes are as follows:

A. Steven R. Reams, a single man, purchased a portion of the subject property by real estate contract dated November 12, 1981, recorded on December 4, 1981, under Skamania County Auditor's Recording No. 93417 in Book 80 at page 605. Delinquent general taxes are owing on said parcel (Tax Lot No.: 02-05-30-0-0-0204-00) as follows:

<u>Year</u>	<u>Amount</u>
1984:	\$149.09 (plus 6.80 fire patrol, plus interest and penalty)
1985:	\$155.90 (plus \$6.80 fire patrol, plus interest and penalty)
1986:	\$167.13 (plus \$6.80 fire patrol, plus interest and penalty)

B. Robert G. Kalandar and Lynne A. Kalandar, husband and wife, purchased a portion of the subject property by real estate contract dated November 12, 1981, recorded on December 1, 1981, and re-recorded on December 31, 1981, with said re-recording number being Skamania County Auditor's Recording No. 93397 in Book 80 at page 719. Delinquent general taxes are owing on said parcel (Tax Lot No.: 02-05-30-0-0-0203-00) as follows:

<u>Year</u>	<u>Amount</u>
1984:	\$152.65 (plus 6.80 fire patrol, plus interest and penalty)
1985:	\$277.82 (plus \$6.80 fire patrol, plus interest and penalty)
1986:	\$297.36 (plus \$6.80 fire patrol, plus interest and penalty)

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