

AFTER RECORDING RETURN TO:
L. EUGENE HANSON
ATTORNEY AT LAW
P O BOX 417
WHITE SALMON WA 98672

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Eugene Hanson*

SEP 5 12 54 PM '95

Plenary
AUDITOR
GARY M. OLSON

NOTICE OF INTENT TO FORFEIT

123234

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30 et seq.

BOOK 152 PAGE 224

TO: BRENT L. DEWALT
a single person,
SSN 538-46-6727
P. O. Box 39
Trout Lake, WA 98650

DSBS/DCS
P. O. Box 4269
Vancouver, WA 98662
Case No. 709778

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, if any, the seller's agent or attorney giving the notice:

Ralph D. Claflin and
Lois E. Claflin,
husband and wife,
701 Country Club Rd.
Hood River, OR 97031,
Telephone No. 503-386-3450

L. Eugene Hanson
Agent and Attorney at Law
70 N. E. Estes Avenue
P. O. Box 417
White Salmon, WA 98672
Telephone No. 509-493-2210

- (b) Description of the Contract:

Real Estate Contract dated the 4th day of March, 1992, executed by RALPH D. CLAFLIN and LOIS E. CLAFLIN, husband and wife, as seller, and BRENT L. DEWALT, a single person, as purchaser, recorded on the 6th day of March, 1992, in Book 127, Page 592-595, under Skamania County Auditor's File No. 113052.

- (c) Legal description of the property:

A tract of land in the Northeast Quarter of the Southwest Quarter of Section 26, Township 4 North, Range 9 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Lot 2 of the RALPH CLAFLIN SHORT PLAT, recorded in Book 3 of Short Plats, Page 18, Skamania County Records.

SUBJECT TO Rights of the public in and to that portion lying within road.

- (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:
2. Other defaults: None.

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before March 5, 1995, 1995, 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 purchasers and of all persons claiming through the purchasers given this notice shall be terminated;
2. The purchasers' rights under the Contract shall be cancelled;

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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 and unharvested crops and timber on the property shall belong to the seller; and
 5. The purchaser and all persons occupying the property whose interest are forfeited shall be required to surrender possession of the property, improvements and unharvested crops and timber to the seller ten (10) days after recording of the Declaration of forfeiture, which is on or after December 5th, 1995.
- (g) The following is a statement of payments of money in default or, where indicated, reasonable estimates 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>
Annual Payment due March 4, 1995	\$1,919.35
Last Half 1994 Real Property Taxes	81.62
Penalties on 1994 taxes	15.51
1995 Real Property Taxes	162.59
Penalties on 1995 taxes	14.61
	<u>\$2,213.67</u>

- (h) The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
1. Cost of Title Report (estimated)	\$ 197.95
2. Attorney's fees	350.00
3. Recording fees	9.00
	<u>556.95</u>
TOTAL:	\$ 556.95

The total amount necessary to cure the default is the sum of the amounts in (g) (1) and (h), which is \$2,770.62, 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. Monies required to cure the default may be tendered to L. Eugene Hanson, Attorney at Law, P. O. Box 417, White Salmon, Washington 98672, on or before December 5th, 1995.

- (i) Any person to whom this notice is given has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, if the default does not involve a failure to pay money by filing and serving a summons and complaint before the Declaration of Forfeiture is recorded, which is on or after December 5th, 1995.

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

- (j) Any person to whom this notice is given may have the right to request a court to order a public sale of the property, and 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 purchaser; 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, which is on or after December 5th, 1995.

- (k) The seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given,

DATED this 31st day of August, 1995.

L. EUGENE HANSON,
Attorney and Agent for Sellers
RALPH D. CLAFLIN and
LOIS E. CLAFLIN,
husband and wife,

STATE OF WASHINGTON)
County of Klickitat) SS

I certify that I know or have satisfactory evidence that L. EUGENE HANSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: August 31, 1995

Notary Public in and for
the State of Washington

NOTARY PUBLIC
STATE OF WASHINGTON
BETTY LOU HUNSAKER
My Appointment Expires JAN 10, 1997

My Commission Expires: 1-18-97