

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *William K. Lacey*

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

MAR 8 4 34 PM '96

TO: Peter Mullaly and Debra Mullaly  
236 Quincy Street  
Bakersfield, CA 93305

*P. Lacey*  
AUDITOR  
GARY M. OLSON

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

Seller:

Agent:

IRENE B. HUFFORD and SUSAN H. POOLE, Trustees of the IRENE B. HUFFORD LIVING TRUST, dated 10-6-93  
2730 SW Fairmont Drive  
Corvallis, OR 97333

William K. Lacey  
900 Washington St. Ste. 900  
Vancouver, WA 98660  
(360) 737-2901

- (b) Description of the Contract:

Real Estate Contract dated 9-20-95, executed by IRENE B. HUFFORD and SUSAN B. POOLE, Trustees, of the IRENE B. HUFFORD LIVING TRUST, dated 10-6-93 as Seller, and PETER MULLALY and DEBRA MULLALY, husband and wife, as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. Book 752, Page 480, on 9-22-95, records of Skamania County, Washington.

- (c) Legal description of the property:

A tract of land in the Northeast quarter of Section 35, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Northerly of the State Highway.

EXCEPTING therefrom the following:

A. That portion conveyed to Washington State Parks and Recreation Commission, recorded May 3, 1994 in Book 142, page 882 and recorded November 3, 1987 in Book 107 Page 253.

B. That portion lying within the Power lines.

C. That portion conveyed to the United States of America recorded June 20, 1990 in Book 119, Page 435, Skamania County Records.

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Indexed, Dir  
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2-2-35-101  
3-5-96  
(Lacey)

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(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: 5 payments in the amount of \$250.00, or \$1,250.00.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before June 4, 1996 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 of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property given this notice shall be terminated;

2. The purchaser's rights under the Contract shall be canceled;

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 interests are forfeited shall be required to surrender possession of the property and improvements and unharvested crops and timber to the seller 10 days after recording of the Declaration of Forfeiture, which is on or after June 14, 1996.

(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 actions required to cure the default:

Monetary Delinquencies:

Item	Amount
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1. Payment Defaults:

Monthly payments for October, November, and December 1995, and January and February, March,

1996.	
(currently due) at \$250./mo.	\$1,250.00
Late Charges through June 1992	\$ 62.50
TOTAL:	\$1,312.50

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

ITEM	AMOUNT
1. Cost of Litigation Guarantee	\$197.50
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 45.00
3. Copying/Postage	\$ 20.00
4. Attorney's fees	\$800.00
5. Late Charges (Included in (g))	
6. Recording fees	\$ 22.00

The total amount necessary to cure the default is the sum of the amounts in (g) and (h), which is \$2,397.00, 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 WILLIAM K. LACEY at 900 Washington Street, Suite 900, Vancouver, Washington 98660.

- (i) The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action by filing and serving the summons and complaint 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.

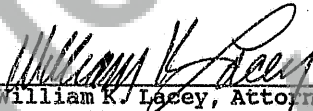
- (j) NOTICE: Any person to whom notice is given may have the right to request a court to order a public sale of the property; that such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other 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 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.

- (k) The seller is not required to give any party any other notice of default prior to the recording of the declaration of forfeiture.

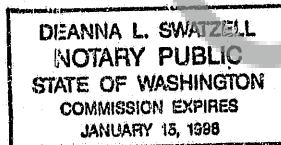
EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 4th day of March 1996

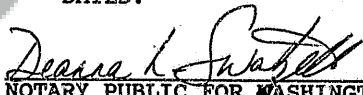
  
William K. Lacey, Attorney at Law  
WSBA 15665  
900 Washington Street, Suite 900  
Vancouver, WA 98660  
(201) 737-2901

STATE OF WASHINGTON )  
:ss.  
County of Clark )

I certify that I know or have satisfactory evidence that William K. Lacey signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



DATED:

  
NOTARY PUBLIC FOR WASHINGTON  
Residing at Vancouver  
My appt. expires: 1-15-98