

# NOTICE OF INTENT TO FORFEIT

125020 Pursuant to Revised Code of Washington  
Chapter 61.30.060 and .070

TO: ROBERT J. BRINDIS; and  
ANY PARTY OR PARTIES IN POSSESSION

BOOK 156 PAGE 561

YOU ARE HEREBY NOTIFIED that the Real Estate Contract (hereinafter "Contract") described below is in default and you are provided the following information with respect thereto:

A. Seller: Allene F. Oliver  
P.O. Box 134  
Carson, Washington 98810  
(509) 427-7762

Agent: JOSEPH L. UDALL, Attorney at Law  
P.O. Box 858: 17 SW Russell Street  
Stevenson, Washington 98648  
(509) 427-5363

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Joseph L. Udall*  
APR 15 12 05 PM '96  
*P. Johnson*  
AUDITOR  
GARY M. OLSON

B. Description of Contract: Real Estate Contract dated August 24, 1989, executed by Allene F. Oliver, a widow, as Seller, and Robert J. Brindis, a single man, as Purchaser, which Contract or memorandum thereof was recorded under Auditor's No. 107707 on August 24, 1989, records of Skamania County, Washington.

C. Legal Description of the Property:

A tract of land located in the Northwest Quarter of Section 28, Township 3 North, Range 8 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point 364.85 feet East of the Northwest corner of the said Section 28; thence South 160 feet; thence West 44.6 feet; thence North 160 feet to the North line of the said Section 28; thence East 44.6 feet to the point of beginning.

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 of which are given in (G) and (H) below: monthly payments, late fees, and property taxes in the sum of \$2,713.71.
2. The following non-monetary defaults:

none

Registered ☒  
Indexed, Dir ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

Gr M. Skamania County Assessor  
Date 4/15/96  
Filed 4/15/96  
3-8-28-2-2-501  
JLH

- E. Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before July 15, 1996, will result in 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 subordinate to the seller's interest, 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 the property, to all unharvested crops and timber on the property shall belong to the seller;
  5. The purchaser and all 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 recording of the Declaration of Forfeiture, which is on or after July 25, 1996.
- G. The following is a statement of payments of money in default and, where indicated, reasonable estimates thereof and for any defaults not involving the failure to pay money, the actions required to cure the default:
1. Monetary delinquencies:
 

Monthly real estate contract payments due:

11-1-95 \$225.00; 12-1-95 \$225.00; 1-1-96 \$225.00;  
 2-1-96 \$225.00; 3-1-96 \$225.00; 4-1-96 \$225.00 Total \$ 1,350.00

Unpaid Late fees for payments due:

9-1-95 \$11.25; 10-1-95 \$11.25; 11-1-95 \$11.25;  
 12-1-95 \$11.25; 1-1-96 \$11.25; 2-1-96 \$11.25;  
 3-1-96 \$11.25; 4-1-96 \$11.25; Total \$ 90.00

Real property taxes due:

1993: \$138.74 plus \$52.72 interest  
 1994: \$271.60 plus \$95.06 interest  
 1995: \$304.52 plus \$70.04 interest  
 1996: \$341.05 Total \$ 1,273.71

TOTAL of monetary delinquencies \$ 2,713.71
  2. Action(s) required to cure any non-monetary default: N/A



BOOK 156 PAGE 563

H. The following is an itemized statement of all other payments, charges, fees and costs required to cure the defaults and, where indicated, reasonable estimates thereof:

1. Cost of title report	\$ 197.95
2. Service/posting of Notice of Intent to Forfeit	\$ 50.00 (estimated)
3. Copying/Postage	\$ 15.00 (estimated)
4. Recording fees	\$ 10.00 (estimated)
5. Attorney's fees	\$ 500.00 (estimated)
TOTAL	\$ 772.95

The total amount necessary to cure the monetary default is the sum of the amounts in (G)(1) and (H), which is \$ 3,488.68, 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 and other documents required to cure the default may be tendered to:

JOSEPH L. UDALL, Attorney at Law  
P.O. Box 858: 17 SW Russell Street  
Stevenson, Washington 98648  
(509) 427-5363

- 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 if the default does not involve a failure to pay money, or both, by filing and serving a summons and complaint before the Declaration of Forfeiture is recorded which is on or after July 15, 1996. 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 July 15, 1996.
- K. The seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

DATED this 12<sup>th</sup> day of April, 1996. ALLENE F. OLIVER, Seller

By: Joseph L. Udall

JOSEPH L. UDALL, Agent for Seller  
PO Box 858: 17 SW Russell Street  
Stevenson, Washington 98648  
(509) 427-5363

STATE OF WASHINGTON )  
 )  
 County of Skamania ) ss.

JOSEPH L. UDALL, being first duly sworn on oath, deposes and says:

I am the Seller's attorney in the foregoing matter; I have read the above Notice of Intent to Forfeit, know the contents thereof, and believe the same to be true.

Joseph L. Udall  
 Joseph L. Udall, Attorney for Seller

SUBSCRIBED AND SWORN to before me this 12th day of April, 1896.



Tonya L. Jones  
 Notary Public for Washington  
 residing at Skamania County  
 My commission expires 8-29-97