

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Lourne & Connors*

MAY 13 2 49 PM '96

Olson
AUDITOR

GARY M. OLSON

NOTICE OF INTENT TO FORFEIT

Pursuant to Revised Code of Washington
Chapter 61.30.060 and .070

125238

BOOK 157 PAGE 132

TO: STEPHEN NELLIS
MP 0.11 R FLUME ROAD
WILLARD, WA 98605

TO: OCCUPANT
MP 0.11 R. FLUME ROAD
WILLARD, WA 98605

TO: SECURITY PACIFIC BANK OF AMERICA
c/o KEY BANK OF WASHINGTON
P. O. Box 67
White Salmon, WA 98672
Attn.: Nadine Carr

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: Broughton Lumber Company,
91 Office Road
Underwood, WA 98651
(509) 493-2733

ATTORNEY: Susan K. Lourne
Lourne & Connors
1000 E. Jewett Blvd.
P.O. Box 1116
White Salmon, WA 98672
(509) 493-2921

B. Description of Contract: Real Estate Contract dated June
29, 1988, executed by Broughton Lumber Company, a Washington
Corporation, as Seller and Stephen Nellis, a single person, and
Janis F Brown, a single person, as Joint Tenants, with rights of
survivorship and not as tenants in common, as Purchaser, which
Contract or a memorandum thereof was recorded under Auditor's No.
105476 on July 19, 1988, records of Skamania County, Washington.
Janis K. Brown's interest in the subject contract was quitclaimed
to Purchaser Stephen Nellis by quit claim deed dated November 16,

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Registered ☒
Indexed, Dir. ☒
Indirect ☒
Filmed ☒
Mailed ☒

Gary M. Olson, Skamania County Auditor
Date 5/13/96 Filed 5-13-96
Olson

1989, recorded in Book 116, Page 862, Deed Records of Skamania County, Washington.

C. Legal description of the property:

Lot 9 of the PLAT OF WILLARD, within part of Government Lot 1 of Section 2, Township 3 North, Range 9 East, W.M., in the County of Skamania, State of Washington, as recorded in Book B of Plats, at Pages 62-63;

SUBJECT TO covenant for timber management purposes of adjacent Broughton Lumber Company lands;

ALSO SUBJECT TO Broughton Lumber Company right of access to Log Deck Private Road;

ALSO SUBJECT TO Willard Homeowner's Agreement, Road Maintenance Agreement and Water System Agreement as recorded in Book 109 of Deeds, at Pages 936-916;

ALSO SUBJECT TO and TOGETHER WITH easements for telephone, electric utility and water lines as shown on said Plat or now existing.

ALSO SUBJECT TO protective area for domestic well as shown on said PLAT;

Gary M. Smith, State of Oregon Attorney
 Date 5/13/96
 Book 157, Page 133
 JPM

D. Description of each default under the Contract on which the notice is based, as itemized in Paragraphs (G) and (H), below:

1. Failure to make timely payments of principal and interest.
2. Failure to keep property insured.
3. Failure to pay property taxes when due.

E. Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before August 11, 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 [ten days after the declaration of forfeiture is recorded].

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:

Item	Amount
Monthly Real Estate Contract payments of principal as follows: Part of March 29, 1993 and April 29, 1993 through April 29, 1996.	\$6,759.53
Accrued Interest through April 29, 1996	\$ 759.10
Late Charges for the Months of July, August, September, October, November and December, 1989; January, February, March, April, May, June, July, September, October and November, 1990; January, February, March, April, May, July, August, September, October and December, 1991; and all of 1992, 1993, 1994, 1995; and January, February, March and April of 1996 at 5% of the payment amount, or \$9.13 per month.	\$ 712.14
Subtotal	\$8,230.77
Failure to pay real property taxes when due:	
1993 real property taxes (full year)	\$ 237.58
Interest and penalty	\$ 114.04

1994 real property taxes (full year)	\$ 244.98
Interest and penalty	88.19
1995 real property taxes (2nd Half)	\$ 180.91
Interest and penalty	27.14
1996 real property taxes (1st Half)	\$ 178.73
Interest and penalty	3.57
Subtotal	\$1,075.14
TOTAL MONETARY DELINQUENCIES	\$9,305.91

2. Action(s) required to cure any non-monetary default:

Obtain and maintain insurance on all buildings erected on the subject real property under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller (\$9,109.71), in companies approved by Seller, with loss payable first to Seller and then to Buyer.

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:

Item	Amount
1. Cost of title report	\$ 197.95
2. Copying/postage	\$ 8.00 (Estimated)
3. Recording fees	\$ 15.00 (Estimated)
4. Attorney's fees	\$ 750.00 (Estimated)
TOTAL	\$ 970.95

The total amount necessary to cure the monetary default is the sum of the amounts in (G)(1) and (H), which is \$10,276.86 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: Susan K. Lounsbury, Attorney for Seller, 1000 E. Jewett Blvd., P.O. Box 1116, White Salmon, WA 98672.

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 August 11, 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.

K. The Seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

DATED this 10th day of May, 1996.

Susan K. Lournes
 Susan K. Lournes, WSB No. 27572
 Attorney for Seller
 1000 E. Jewett
 P.O. Box 1126
 White Salmon, WA 98672
 (509) 493-2921