

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

TO: JOHN L. BUCKLEY	SHELLI R. BUCKLEY	OCCUPANT
62 Saints Road	62 Saints Road	62 Saints Road
Washougal, WA 98671	Washougal, WA 98671	Washougal, WA 98671

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default, and you are provided the following information with respect to:

1 The name, address and telephone number of the Seller and of Seller's attorney giving this notice is as follows:

SELLER

Richard L. & Beverly A. Gadbaw
38415 SE 46th Street
Washougal, Washington 98671
(360) 835-9432

SELLER'S ATTORNEY

John P. Hagensen
Attorney at Law
335 N.E. Fifth Avenue
Camas, Washington 98607
(509) 834-3502

2. Description of the Contract: The Real Estate Contract referred to herein is dated March 22, 1991, executed by Richard L. Gadbaw and Beverly A. Gadbaw, husband and wife, as Seller, and John L. Buckley and Shelli R. Buckley, husband and wife, as Purchaser. Said contract was recorded on March 26, 1991, under Auditor's File No. 111022, records of Skamania County, Washington.

3. The property which is the subject of the contract is described as follows:

A tract of land in the Southwest quarter of the Southeast quarter of Section 6, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Lot 2, GADBAW SHORT PLAT, recorded in Book 3, Page 66, Skamania County Deed Records.

FILED FOR RECORD
SKAMANIA CO. WASH
BY John Hagensen

MAY 23 1 20 PM '96

GARY M. OLSON
AUDITOR

4. The default under the contract upon which this notice is based are as follows:

- a. Failure to pay entire monthly installments of \$275.90 each for the months of September 1995 through May, 1996, for a total of arrearages in the amount of \$2,483.10, plus late charges in the amount of \$124.20.

Registered	
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Scamania County Auditor
Date 5/23/96, Record # 1-5-6-4-501
Lot 2

- b. Failure to pay, when due, property taxes and fire patrol assessment taxes levied and assessed against the subject real property along with penalties and interest in the following amounts:

1994 taxes, plus interest and penalties	\$ 569.60
1995 2nd half taxes, plus interest and penalties	\$ 269.08
1996 taxes, plus interest and penalties	\$ 479.33
Total Taxes	\$ 1,318.01

5. If all items of default are not cured by August 27, 1996, the aforescribed Real Estate Contract will be forfeited.

6. The forfeiture of the contract will result in the following:

- a. All right, title and interest in the property of the Purchaser and of all person claiming through the Purchaser or whose interests are otherwise subordinate to Seller's interest in the property shall be terminated;
- b. The Purchaser's rights under the contract shall be cancelled;
- 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 of the Purchaser's rights and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
- e. The Purchaser and all of the persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of the payments of money in default. There are no defaults not involving the failure to pay money:

a.	Failure to pay entire monthly installments of \$275.90 for the months of September 1995 through May 1996, for a total arrearages in the amount of \$2,483.10, plus late charges in the amount of \$124.20.	\$ 2,607.30
b.	Failure to pay 1994, 1995, 1996 property taxes, fire patrol assessment taxes, plus interest and penalties.	\$ 1,318.01
Total delinquent payments		<u>\$ 3,925.31</u>

8. The following is a statement of other payments, charges, costs and fees necessary to cure default:

a.	Recording of Notice of Intent to Forfeit (estimated):	\$ 10.00
b.	Service of Notice of Intent to Forfeit (estimated):	\$ 20.00
c.	Copying and postage (estimated):	\$ 25.00
d.	Attorney's fees:	\$ 500.00
e.	Court Proceeding Report:	\$ 251.45
Total Fees		<u>\$ 806.45</u>

9. The total amount necessary to cure the defaults is the sum of the delinquent payments and property taxes in the amount of \$3,925.31, plus payment of charges, fees and costs of \$806.45, plus the amount of any payments, late charges and taxes 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 this default must be tendered to John P. Hagensen, Attorney at Law, at the following address: 335 N.E. Fifth Avenue, Camas, Washington, 98607.


10. Any person to whom this notice is given may have 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 commencing a court action by filing and serving the summons and complaint before the Declaration of Forfeiture is recorded.

11. Any person to whom this notice is given may have the right to request a court to order a public sale of the property. 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. 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. The court will require the person who requests the sale

to deposit the anticipated sale costs with the clerk of the court. 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.

12. The Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given. Such Declaration of Forfeiture will be given on or after August 27, 1996.

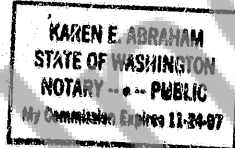
DATED this 23rd day of May, 1996.



 John P. Hagensen
 Attorney for Seller

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

I certify that I know or have satisfactory evidence that JOHN P. HAGENSEN 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 this 23rd day of May, 1996.




 Karen E. Abraham
 Notary Public
 My appointment expires: 11-24-97