

**NOTICE OF INTENT TO DECLARE A FORFEITURE
OF REAL ESTATE CONTRACT PURSUANT TO
REVISED CODE OF WASHINGTON CHAPTER 61.30, ET SEQ.**

TO: Tracy L. Johnson
PO Box 292
Stevenson, Washington 98648

Gregory L. Johnson
44 N.E. Holland
Portland, OR 97211

CONTRACT DATE: 4/14/88

RECORDING NUMBER: 105010
(Skamania County, Washington)

SELLER: Gus Bergonzine and SokJeng Bergonzine,
husband and wife,
PO Box 6054
Captain Cook, Hawaii, 96704
Phone: (808)-929-7504

SELLER'S ATTORNEY: Pomerville, Stookey and Grattan, P.S.
By: Russell J. Grattan
101 E. 8th Street, Suite 220
Vancouver, Wa. 98660
(206)-696-0023

PURCHASERS: Tracy L. Johnson Gregory L. Johnson
PO Box 292 44 N.E. Holland
Stevenson, WA 98648 Portland, OR 97211

The contract herein referred to covers the following described
real property situated in Skamania County, to wit:

PARCEL I

FILED FOR RECORD

SKAMANIA CO. WASH

BY *Pomerville, Stookey & Grattan*

JAN 28 2 54 PM '91

Lots 10 and 11 of IMAN ROCK CREEK TRACTS, according to
the official plats thereof on file and of record in
Book "A" of Plats on Page 118, records of Skamania
County, Washington.

PARCEL II

GARY H. OLSON

That portion of the Northwest quarter of the Southwest
quarter of Section 36, Township 3 North, Range 7 East
of the Willamette Meridian in Skamania County,
Washington, described as follows:

**NOTICE OF INTENT TO DECLARE FORFEITURE OF REAL CONTRACT PURSUANT
TO REVISED CODE OF WASHINGTON CHAPTER 61.30 et seq. - 1**

SAUNDRA WILLING
TREASURER OF SKAMANIA COUNTY

Registered
Indexed, etc.
Filed
MAILED

BEGINNING at the Northeast corner of Lot 11, IMAN ROCK CREEK TRACTS, according to the official plat thereof, recorded in Book "A" of Plats on page 118, records of Skamania County, Washington, said point being 20 feet South of the South Bank of Rock Creek; thence Easterly, parallel with and 20 feet Southerly from said South Bank, 70 feet; thence North, parallel with the West line of said Northwest quarter of the Southwest quarter, thence 116 feet; thence West parallel with the North line of said Lot 11, a distance of 165 feet to the West line of said Northwest quarter of the Southwest quarter; thence South, along said West line and along the most Northerly East line of Lot 10, of said West line and along the most Northerly East line of Lot 20 of said IMAN ROCK CREEK TRACTS, 131 feet to an inner corner of said Lot 10; thence Easterly, along the North line of said Lots 10 and 11, a distance of 110 feet to the point of beginning.

and together with a 1979 Fleetwood Mobile Home, V.I.N IDA 037303 and IDA 037304 along with appurtenances usual to a mobile home, which is a permanent fixture to the property herein and shall not be removed therefrom.

1. **YOU AND EACH OF YOU ARE HEREBY NOTIFIED** that, unless the delinquencies, costs and other charges noted below, under the terms of the contract described above, are corrected and/or brought current on or before May 1, 1991, the legal owner of the property described in said contract will elect to declare a forfeiture and cancel the contract. The effect of the forfeiture will be:

- (a) To terminate and cancel all right, title and interest in the property of the purchaser, and of all persons claiming through the purchaser or whose interest is subordinate to the sellers' interest
- (b) All sums previously paid under the contract shall belong to and be retained by the seller; and
- (c) All improvements made to and unharvested crops on the property shall belong to the seller; and
- (d) The purchaser shall be required to surrender possession the property, improvements and unharvested crops and timber to the seller ten (10) days after forfeiture.

NOTICE OF INTENT TO DECLARE FORFEITURE OF REAL CONTRACT PURSUANT TO REVISED CODE OF WASHINGTON CHAPTER 61.30 et seq. - 2

2. Itemized Statement of Default:

This Notice is based upon the purchaser's failure to pay the following amounts when due:

January, 1990 payment with late fee:	454.98
February, 1990 payment with late fee:	61.64
December, 1990 payment with late fee & returned check charge:	457.48
January, 1991 payment	433.31
1990 insurance payment:	201.00
1990 Real Property Taxes (plus interest and penalties)	224.25

**TOTAL MONTHLY PAYMENTS,
LATE CHARGES, AND RESERVE
ACCOUNT OBLIGATIONS:**

1,832.66

3. Other Charges, Costs and Fees:

In addition to the amounts in arrears specified above, you are obliged to pay the following charges, costs and fees to reinstate the contract if reimbursement is made before recording of the Declaration of Forfeiture:

(a) Cost of title report for this Notice:	326.35
(b) Recording fees for this Notice (estimated):	9.00
(c) Postage and filing fees (estimated):	5.00
(d) Attorneys fees:	750.00

TOTAL COSTS, CHARGES AND FEES:

1,090.35

4. Reinstatement: IMPORTANT!

The total amount necessary to reinstate your contract before the recording of the Declaration of Forfeiture is \$2,923.01 PLUS the amount of any monthly payments and late charges which may fall due after the date of this notice, subject to adjustments for those charges which are estimated in accordance with the above. Reinstatement payment must be made to:

Pussell J. Grattan
Attorney at Law
101 E. 8th Street, Suite 220
Vancouver, WA 98660


**NOTICE OF INTENT TO DECLARE FORFEITURE OF REAL CONTRACT PURSUANT
TO REVISED CODE OF WASHINGTON CHAPTER 61.30 et seq. - 3**

The purchaser, or any person claiming through the purchaser, has the right to contest the forfeiture or to seek an extension of time of cure the default, or both, by commencing a court action prior to the date the Declaration of Forfeiture is recorded, requesting the court to order a public sale of the property. The court will only order a public sale if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and for any other liens having priority over the seller's interest in the property. Any excess funds received from such a public sale will be applied to the liens eliminated by the sale with the balance paid to the purchaser. The court will require the person requesting the sale to deposit the anticipated sale costs with the clerk of the court.

The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

DATED this 24th day of January, 1991.

Pomerville, Stookey and Grattan, P.S.


RUSSELL J. GRATTAN, WSB #12562
Attorney at Law