

115030

BOOK 132 PAGE 209

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT

TO: DAVID T. MORALES
MRS. DAVID T. MORALES
6108 N.E. 112th Avenue
Vancouver, WA 98660

The Real Estate Contract set forth below is in default. You are provided with the following information as required by law. If the default is not cured within the time allowed, the contract will be forfeited. Please read this Notice carefully. Please contact an attorney if you do not understand it.

A. Seller and seller's agent or attorney's name, address and telephone numbers are:

DELBERT HAMILTON,
a single man
Park Road No. 5
Mathis, Texas 78368
(512) 547-3004

KIELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
P. O. Box 510
Stevenson, WA 98648
(509) 427-5665

B. Real Estate Contract dated August 3rd, 1990, by and between DELBERT V. HAMILTON, as his separate estate, as seller, and DAVID T. MORALES, a married man, as purchaser, recorded August 7, 1990 in Book 120, page 125 under Auditor's File No. 109821, Skamania County Deed Records.

C. Legal description of property:

Lot 9, Block 9, Plat of Relocated North Bonneville, recorded in Book "B" of Plats, Page 16, under Skamania County File No. 83466, also recorded in Book "B" of Plats, Page 32, under Skamania County File No. 84429, Records of Skamania County, Washington.

D. Description of each default under the contract on which this notice is based:

1. Failure to make monthly payments when due.
2. Failure to pay 1991 and 1992 real property taxes.
3. Failure to pay utility charges.

E. This contract will be forfeited on February 23rd, 1993, unless you cure all of the defaults set forth in this Notice on or before that date.

F. The forfeiture of this contract will result in the following:

1. All right, title and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated;
2. The purchaser's rights under the Contract shall be cancelled;
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 improvements made to Seller and unharvested crops, if any, and timber, on the property shall belong to the seller; and
5. The purchaser and all other 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 the declaration of forfeiture is recorded.

G. Itemized statement of failure to make payments as follows:

<u>Dates</u>	<u>Amounts</u>
October 1, 1992 plus late charge of	\$ 127.49 6.37
November 1, 1992 plus late charge of	\$ 127.49 6.37

H. Itemized statement of other defaults, if any, and action required to cure:

Failure to pay 2nd half 1991 real property taxes:	\$ 30.79
Plus penalty and interest:	\$ 4.93
Failure to pay 1992 real property taxes:	\$ 73.59
Plus penalty and interest:	\$ 3.68
Failure to pay water and sewer charges to the City of North Bonneville:	\$ 165.00
Fee paid to Bonneville Mowing due to failure to keep lot mowed:	\$ 16.00

All of the above items in this Paragraph H have been previously paid by Seller.

I. Description and itemized statement of all other payments, fees and costs, if any, to cure the default:

<u>Description</u>	<u>Amounts</u>
Title Report	\$ 224.70
Copying charges	\$ 3.00
Attorney's fees	\$ 500.00
Long distance phone	\$ 10.00
Recording fee	\$ 9.00
Mailing charges	\$ 2.58

TOTAL \$ 749.28

J. The total amount required to cure the default is \$1,310.99, plus any payments or late charges which fall due after the date of this Notice and on or prior to the date the default is cured.

Payment required to cure the default must be delivered to:

KJELPINSKI & LOURNE, P.C.
Attorneys at Law
27 Russell Street
P. O. Box 510
Stevenson, WA 98648

K. You 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.


L. You 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.

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

Date of this Notice: November 25th, 1992.

KIELPINSKI & LOURNE, P.C.

By


JAN C. KIELPINSKY of
Attorneys for Seller