

115797

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30

To: ERIC CROCKETT,
a single person
Post Office Box 863
White Salmon WA 98672

ERIC CROCKETT,
a single person
831 Liberty Road
Petaluma, California 94952

ERIC CROCKETT, a single person
4065 Gravenstein Highway South #2
Sebastapol, California 95472

You are hereby notified that the real estate contract described below is in default and you are provided the following information with respect thereto:

(a) The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving notice:

Seller: ROBERT J. JARVIS, a single person
POB 404
White Salmon WA 98672
(509) 493-3823

Attorney: ROBERT D. WEISFIELD, Attorney At Law
Post Office Box 421 (218 E. Steuben St.)
Bingen, Washington 98605
(509) 493-2772

(b) Description of Contract: Real Estate Contract dated May 1, 1991, executed by ROBERT J. JARVIS, a single person, as Seller, and ERIC CROCKETT, a single person, as Purchaser, which contract was recorded under Auditor's file no. 111181 on May 2, 1991, in Book 123, Pages 107-111, records of Skamania County, Washington.

(c) Legal description of the property:

Situate in Skamania County, State of Washington:

That portion of the NW 1/4 of the NW 1/4 of Sec. 28, Township 3 North, Range 8 EWM, more particularly described as:

Beginning at a point on the West line of said Section 28, 130 ft. South of the NW corner of said Section 28; thence East 125 ft.; thence South 76 ft.; thence West 125 ft.; thence North 76 ft. to the point of beginning.

(d) Description of each default under the contract on which the notice is based:

ROBERT D.
WEISFIELD
Attorney-at-Law

P.O. Box 421
(218 E. Steuben)
Bingen, WA 98605
(509) 493-2772

Witnessed
Noted for
Noted
Noted
Noted

3-8-28-2-2-900

(1) Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below:

(2) Other defaults: _____

(e) Failure to cure all of the defaults listed in (d) as provided in (g) and (h) on or before June 19, 1993, will result in the 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 otherwise subordinate to the seller's interest in the property and who are given this notice, 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 of the purchaser's rights in the improvements made to the property and in unharvested crops and timber thereon 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 within ten (10) days after the declaration of forfeiture is recorded.

(g) The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and for any defaults not involving the failure to pay money the actions required to cure the default:

(1) Monetary Delinquencies:

| Item | Amount |
|---|--------|
| Failure to pay 2nd half 1992 real property taxes.....\$ | 63.13 |
| 09-05-92 contract payment..... | 205.07 |
| 10-05-92 contract payment..... | 205.07 |
| 11-05-92 contract payment..... | 205.07 |
| 12-05-92 contract payment..... | 205.07 |
| 01-05-93 contract payment..... | 205.07 |
| 02-05-93 contract payment..... | 205.07 |
| 03-05-93 contract payment..... | 205.07 |
| 5% late charge for 09/92..... | 10.25 |
| 5% late charge for 10/92..... | 10.25 |
| 5% late charge for 11/92..... | 10.25 |
| 5% late charge for 12/92..... | 10.25 |

ROBERT D.
WEISFIELD
Attorney-at-Law

P.O. Box 421
(218 E. Steuben)
Bingen, WA 98605
(509) 493-2772

JARVIS/CROCKETT
Notice of Intent to Forfeit
Page 2.

5% late charge for 01/93..... 10.25
 5% late charge for 03/93..... 10.25
 Total above.....\$1,560.15

(2) Actions required to cure any non-monetary default:

(h) The following is a statement of other payments, charges, fees and costs to cure (or, where indicated, an estimate thereof) the default:

| Item | Amount |
|---------------------------|----------|
| 1. Copying/postage | \$ 10.00 |
| 2. Attorney's fee | \$350.00 |
| 3. Title guarantee report | \$251.45 |
| 4. Recording fees | \$ 10.00 |
| Total | \$621.45 |

The total amount necessary to cure the default is the sum of the amounts in (g), (i), and (h), which is \$2,181.60, 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 required to cure the default may be tendered to ROBERT D. WEISFIELD, Attorney for Sellers, at the following address: POB 421 (218 E. Steuben St.), Bingen WA 98605.

(i) The persons to whom this notice is given 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, which is on or after June 19, 1993. NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.

(j) The persons to whom this notice is given 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 entire debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the contract. Upon any request for a public sale, 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 a 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 which completes the forfeiture is given, except as provided in the contract or other agreement as follows: None.

JARVIS/CROCKETT
 Notice of Intent to Forfeit
 Page 3.

ROBERT D.
 WEISFIELD
 Attorney-at-Law

P.O. Box 421
 (218 E. Steuben)
 Bingen, WA 98605
 (509) 493-2772

BOOK 134 PAGE 93

1 EARLIER NOTICE SUPERSEDED: This notice of intent to forfeit
2 supersedes any notice of intent to forfeit which was previously
3 given under this contract and which deals with the same defaults.
4 Dated this 10th day of March, 1993.

5 *Robert D. Weisfield*
6 ROBERT D. WEISFIELD, Attorney for Seller
7 POB 421 (218 E. Steuben St.)
8 Bingen WA 98605
9 (509) 493-2772
10 WSBA #3538

11 FILED FOR RECORD
12 SKAMANIA CO. WASH
13 BY *Robert Weisfield*

14 MAR 15 2 58 PM '93
15 *P. Stoney*
16 GARY OLSON

17
18
19
20
21
22
23
24
25
26 ROBERT D.
WEISFIELD
Attorney-at-Law

27 P.O. Box 421
28 (218 E. Steuben)
Bingen, WA 98605
(509) 493-2772

JARVIS/CROCKETT
Notice of Intent to Forfeit
Page 4.