

NOTICE OF INTENT TO FORFEIT

FILED FOR RECORD  
SKAMANIA CO WASH

APR 27 12 33 PM '93

GARY H. OLSON

TO: DAVID D. BLACKWELL  
AND KELLY J. BLACKWELL  
MP 2 KURFFLAR ROAD  
SKAMANIA, WA. 98648

116103

BOOK 134 PAGE 871

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 THE NOTICE:

SELLER'S NAME, ADDRESS, AND TELEPHONE NUMBER:

LYNDA J. OLSON  
8233 HWY 14  
LYLE, WA. 98635  
1-509-767-1539

AGENT'S OR ATTORNEY'S NAME, ADDRESS, AND TELPEHONE NUMBER:

LYNDA J. OLSON  
8233 HWY 14  
LYLE, WA. 98635  
1-509-767-1539

ROSS R. RAKOW, ATTORNEY  
117 EAST MAIN ST.  
GOLDENDALE, WASHINGTON 98620  
TELE-509-773-4440

- (b) DESCRIPTION OF THE CONTRACT:

REAL ESTATE CONTRACT DATED: JULY 7th 1988  
EXECUTED BY: LYNDA J. OLSON, A SINGLE PERSON  
(SELLER)

AND DAVID D. BLACKWELL AND HIS WIFE KELLY J. BLACKWELL  
(PURCHASER)

WHICH CONTRACT OR A MEMORANDUM THEREOF WAS RECORDED UNDER  
NO: #105487 ON JULY 19th 1988  
RECORDS OF AUDITOR SKAMANIA COUNTY, WASHINGTON.

- (c) LEGAL DESCRIPTION OF THE PROPERTY:

SEE ATTACHED SCHEDULE C

2-6-93-2-105

sw

(d) DESCRIPTION OF EACH DEFAULT UNDER THE CONTRACT ON WHICH THE NOTICE IS BASED:

1. FAILURE TO PAY THE FOLLOWING PAST DUE ITEMS, THE AMOUNTS AND AN ITEMIZATION FOR WHICH ARE GIVEN IN (g) AND (h)

ONE MONTH PAYMENT DUE ON THE 1st DAY OF APRIL 1993  
OF \$526.62

2. OTHER DEFAULTS: PROPERTY TAXES FOR 1990, 1991, 1992

- (e) FAILURE TO CURE ALL OF THE DEFAULTS LISTED IN (g) AND (h) ON OR BEFORE JULY 27th 1993, WILL RESULT IN THE FORFEITURE OF THE CONTRACT.

- (f) THE FORFEITURE OF THE CONTRACT WILL RESULT IN THE FOLLOWING:  
(NOTE: ADD THE FOLLOWING ITEMS TO THE EXTENT APPLICABLE AND  
PROVIDED IN THE CONTRACT.)

1. ALL RIGHT, TITLE AND INTEREST IN THE PROPERTY OF THE PURCHASER AND OF ALL PERSONS CLAIMING THROUGH THE PURCHASER 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 IMPROVEMENTS MADE TO THE PROPERTY SHALL BELONG TO THE SELLER.
5. THE PURCHASER AND ALL PERSONS CLAIMING THROUGH THE PURCHASER GIVEN THIS NOTICE SHALL BE REQUIRED TO SURRENDER POSSESSION OF THE PROPERTY, IMPROVEMENTS AND UNHARVESTED CROPS TO THE SELLER ON AUGUST 6th 1993

- (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 ACTION(S) REQUIRED TO CURE THE DEFAULT:

1. MONETARY DELINQUENCIES:  
ITEM

[illegible]

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2. ACTION(S) REQUIRED TO CURE ANY NON-MONETARY DEFAULT:

(h) THE FOLLOWING IS A STATEMENT OF OTHER PAYMENTS, CHARGES, FEES AND COSTS TO CURE THE DEFAULT:

ITEM	AMOUNT
1. COST OF TITLE REPORT	\$374.50
2. SERVICE/POSTING OF NOTICE OF INTENT TO FORFEIT (ESTIMATED)	\$
3. COPYING/POSTAGE	\$ 10.00
4. ATTORNEY'S FEE	\$
5. LONG DISTANCE TELEPHONE CHARGES	\$
6. LATE CHARGES	\$
7. RECORDING FEES	\$ 18.00
8. OTHER: FIRE INSURANCE	\$333.00
1st 3 1993 PROPERTY TAXES	\$306.30
TOTAL:	\$1041.80

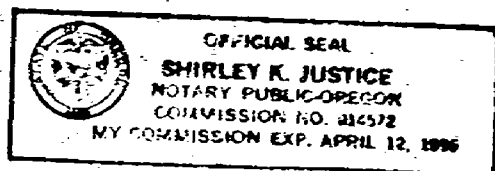
THE TOTAL AMOUNT NECESSARY TO CURE THE DEFAULT IS IN THE SUM OF THE AMOUNTS IN(g) (1) AND (h), WHICH IS \$3919.44 THRU APRIL 31st, 1993 PLUS THE AMOUNT OF ANY PAYMENTS AND LATE CHARGES WHICH FALL DUE AFTER THE DATE OF THIS NOTICE OF INTENT TO FORFEIT AND ON OR PRIOR TO THE DATE THE DEFAULT IS CURED. MONIES REQUIRED TO CURE THE DEFAULT MAY BE TENDERED TO RAKOW & HANSEN, WHOSE ADDRESS IS: 117 EAST MAIN STREET, GOLDENDALE, WASHINGTON 98620.

THIS FORFEITURE IS CONDUCTED IN COMPLIANCE WITH ALL THE REQUIREMENTS OF THE REAL ESTATE CONTRACT FORFEITURE ACT, R.C.W. CHAPTER 61.30, AND APPLICABLE PROVISIONS OF THE CONTRACT.

(i) THE PURCHASER AND ANY PERSON CLAIMING ANY INTEREST IN THE PURCHASER'S RIGHTS UNDER THE CONTRACT OR IN THE PROPERTY WHO ARE GIVEN THE NOTICE OF INTENT TO FORFEIT AND THE DECLARATION OF FORFEITURE HAVE THE RIGHT, FOR A PERIOD OF SIXTY (60) DAYS FOLLOWING THE DATE THE DECLARATION OF FORFEITURE IS RECORDED, TO COMMENCE A COURT ACTION TO SET THE FORFEITURE ASIDE IF THE SELLER DID NOT HAVE THE RIGHT TO FORFEIT THE CONTRACT OR FAIL TO COMPLY WITH THIS CHAPTER. YOU WILL BE NOTIFIED WHEN THE DECLARATION OF FORFEITURE IS RECORDED.

NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.

DATED THIS 27 DAY OF April, 1993.



Shirley K. Justice  
My commission expires  
4-12-96

*[Signature]*

## SCHEDULE C

The land referred to in this policy is situated in the State of Washington  
County of Skamania

and is described as follows:

A portion of Tract No. 10 of COLUMBIA RIVER ESTATES as more particularly shown on a survey thereof recorded at Page 364 of Book J of Miscellaneous Records under Auditor's File No. 75656, Records of Skamania County, Washington; said real property being a portion of the West half of the Northwest quarter of Section 23, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington, and more particularly described as follows:

Beginning at the Northwest corner of said Tract No. 10, said Northwest corner being North  $00^{\circ}36'09''$  East 1,595.43 feet and South  $89^{\circ}23'51''$  East 659.33 feet from the Southwest corner of said Northwest quarter of Section 23 as measured along the said West line of the Northwest quarter and at a right angle from said West line; thence South  $88^{\circ}54'00''$  East along the North line of said Tract No. 10, 300 feet; thence South  $00^{\circ}36'09''$  West 327.98 feet to the West line of said Tract No. 10; thence South  $37^{\circ}54'33''$  East 67.63 feet to a 50.37 foot radius curve to the right; thence along said 50.37 foot radius curve 21.94 feet to the true point of beginning; thence continuing along said 50.37 foot radius curve 89.32 feet to a 112.85 foot radius curve to the left; thence along said 112.85 foot radius curve 238.58 feet; thence South  $32^{\circ}28'16''$  East 146.78 feet; thence South  $68^{\circ}54'00''$  East 348 feet, more or less, to the East line of the said West half of the Northwest quarter of Section 23; thence North along said East line 360 feet, more or less, to a point which bears South  $88^{\circ}54'00''$  East of the true point of beginning; thence North  $88^{\circ}54'00''$  West 291 feet, more or less, to the true point of beginning.