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L. Miles & Miles

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BOOK 134 PAGE 931

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30.

TO: Gerald W. Gourley and Elizabeth E. Gourley,
Husband and Wife
MP .08 Cathamar Park Lane
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 thereto:

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

Kent Evans and Pamela Evans
SELLER

William I. Miles
AGENT'S OR ATTORNEY'S NAME

MP0.02 Fairview Lane

1220 Main, Ste 455

Washougal, Wa 98671
ADDRESS

Vancouver, Wa 98660
ADDRESS

(206)837-3669
TELEPHONE

(206)696-4280
TELEPHONE

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b. Description of the Contract: Real Estate Contract dated November 8, 1990, executed by Kent Evans and Pamela K. Evans, Husband & Wife, as seller, and Gerald W. Gourley and Elizabeth E. Gourley, Husband & Wife as purchaser, which Contract or a memorandum thereof was recorded under No. 110412 of Book 2 Page 33 on Nov 13, 1990, records of Skamania County, Washington.

c. Legal description of the property:

See Attached

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) below:

None

2. Other defaults: Failure to maintain insurance on buildings and waste, Paragraphs 13 & 17 of Contract.

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- e. Failure to cure the default on or before August 9, 19 93, 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 given this notice shall be terminated;
 2. All right, title and interest in the property of others whose interests are subordinate to the purchaser will be terminated;
 3. the purchaser's rights under the Contract shall be cancelled;
 4. 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;
 5. all improvements made to and unharvested crops and timber located on the property shall belong to the seller; and
 6. 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 and timber located on the property to the seller on August 9, 19 93, if their interests have been forfeited.
- 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	Amount
None	
TOTAL	

2. Action(s) required to cure any non-monetary default:
Repair and replace buildings, or portions of
buildings, and obtain insurance on buildings.

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

Item	Amount
1. Cost of title report	\$ 387.36
2. Service/posting of Notice of Intent to Forfeit (est)	\$ 35.00
3. Copying/postage	\$ 2.00
4. Attorney's fees	\$ 475.00
5. Long distance phone charges	\$ 5.75
6. Late charges	\$
7. Recording fees	\$ 12.00
8.	\$
9.	\$
TOTAL	\$ 917.11

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$ 917.11, 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. You must cure the default prior to August 9, 1993. Monies required to cure the default may be entered to:

Miles & Miles, P.S.
Attorney at Law
1220 Main, Ste 455
Vancouver, Wa 98660

If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph (g)(2) by August 9, 19 93.

- i. The purchaser or any person claiming through the purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default, or both. If you wish to exercise this right, you must file a summons and complaint on the seller or seller's agent or attorney before a declaration of forfeiture is recorded.

NO EXTENSION OF THE TIME FOR CURE CAN BE GRANTED FOR DEFAULTS THAT ARE A FAILURE TO PAY MONEY. However, you may not be in default if you have a claim against the seller that would release, discharge or excuse the default.

- j. You have a right to request a court to determine whether a public sale of the property should be ordered. A public sale may be ordered if the fair market value of the property substantially exceeds the sum of the debt owed under the contract and all liens on the property that have priority over the seller's interest. If you wish to request that a court make this determination, you must do so by filing a summons and complaint before a declaration of forfeiture is recorded. If you make such a request, the court is required to order you to deposit the anticipated sale costs with the clerk of the court.
- k. No other notice of default will be sent to you. The next notice that you receive will complete the forfeiture. If the Contract requires that notices be given, they will be mailed to the person at the below

listed address.

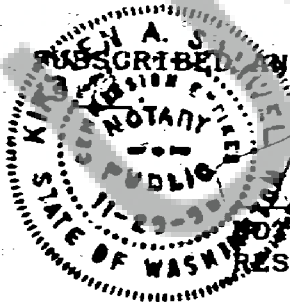
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1. Your timber rights will be forfeited if the purchaser's rights under the contract are forfeited.
- m. You have the right to public sale under RCW 61.30.120.
- n. Additional Information (if any):

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

Dated this 28 day of April, 1993.

William L. Miles WSBA# 8160



SUBSCRIBED AND SWORN to before me this 28 day of April.

Karen A. Samuel

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON
RESIDING AT VANCOUVER. MY COMMISSION EXPIRES: 11-29-96

NOTICE OF INTENT TO FORFEIT - 6

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A tract of land located in the Northwest quarter of the Northwest quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at the Southeast corner of the Northwest quarter of the said Section 34; thence North $00^{\circ}40'49''$ West along the East line of said subdivision 454.74 feet; thence South $77^{\circ}12'20''$ West 51.40 feet to a point on the South line of a 60 foot wide driveway; thence South $77^{\circ}12'20''$ West along the South line of said driveway 291.95 feet to the initial point of the tract hereby described; thence South $77^{\circ}12'20''$ West along the South line of said driveway 447 feet; thence South $08^{\circ}06'30''$ East 172.32 feet to the Northerly right of way line of County Road No. 1106, designated as the Washougal River Road; thence Northeasterly along the Northerly right of way line of said Washougal River Road to a point South $08^{\circ}06'30''$ East from the initial point; thence North $08^{\circ}06'30''$ West to the initial point.

Together with the right to use the 60 foot strip of land running along the North line of the aforesaid property in an Easterly direction to the State Highway.