

Filed for the record at request of:

Steven and Melanie Sievers
304 Sutherland Ct.
Durham N. Carolina

FILED FOR RECORD
SKAMMIA CO. WASH
BY Josselson, Potter &
Roberts
MAY 20 12 03 PM '93
P. Lowry
GARY H. OLSON

This space provided for Recorder's use:

When recorded return to:

Irving W. Potter
53 S.W. Yamhill St.
Portland, OR 97204

Registered
Indexed
In Direct
Filed
Mailed

116282

BOOK 135 PAGE 465

NOTICE OF INTENT TO FORFEIT

Pursuant to the Revised Code of Washington Chapter GL30

To:

Marvin Talmadge Brown
3515 S. 146th, #109
Tukwila, Wa 98188

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:

Steven & Melanie Sievers
304 Sutherland Ct.
Durham, North Carolina

Irving W. Potter
53 S.W. Yamhill St.
Portland, Oregon 97204

(919) 620-0222

(503) 228-1455

(b) Description of the Contract: Real Estate Contract dated January 10, 1993, executed by Marvin Talmadge Brown as purchaser, which contract or a memorandum thereof was, recorded under No. 106498, book 112, page 852.

(c) Legal description of the property:

Lot 1 (one) of Dwight "Mike" Sievers short plat, recorded in Book 2 of short plats at page 112, under auditors file no. 89259, records of Skamania County, Washington. Being a part of the NE1/4 of Section 28 T.2 N.R.5 E. Willamette Meridian.

(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: \$8226.95.

2. Other defaults: provide insurance.

(e) Failure to cure all of the defaults listed in (g) and (h) on or before August 18, 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 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 canceled;
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 and unharvested crops on the property shall belong to the seller; and
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 N.A.

(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:

Glenda J. Kim, Recorder
By: J. Kim 2-5-28-1-210

1. Monetary Delinquencies:

BOOK 135 PAGE 466

Item	Amount
Interest	\$3,598.29
Principal	\$3,874.68
Taxes	\$ 753.98
Total:	<u>\$8,226.95</u>

2. Action(s) required to cure any non-monetary default: Insurance as per contract

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

Item	Amount
1. Cost of title report	_____
2. Service/posting of Notice of Intent to Forfeit (estimated)	_____
3. Copying/postage	_____
4. Attorney's fee	_____
5. Long distance phone charges	_____
6. Late charges	_____
7. Recording fees	_____
8. _____	_____
Total:	_____

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$8,8226.95 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 Irving W. Potter at the following address: 53 S.W. Yamhill, Portland, OR 97204.

(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, by commencing a court action by filing and serving the summons and complaint before August 18, 1993.

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

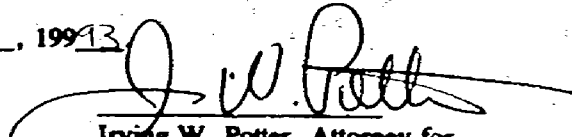
The purchasers have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having priority over the seller's interest in the property. The excess, if any, of the highest bid at the sale over the debt owed under the contract 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.

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

(j) Additional Information:

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.

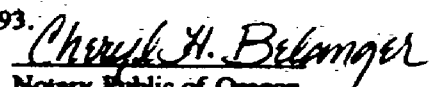
DATED THIS 19th DAY OF May, 1993


Irving W. Potter, Attorney for
Sellers

STATE OF OREGON)
: ss.
County of Multnomah)

Personally appeared the above named Irving W. Potter, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me this 19th day of May, 1993.


Cheryl H. Belanger
Notary Public of Oregon
My commission expires: 7-10-95

