

NOTICE OF INTENT TO FORFEIT

FILED FOR RECORD
SKAMANIA CO. WASH
BY: *Ross R. Rakow*

TO: Dwight Stevens and Lynell Laritz
P.O. Box 3765
Portland, Oregon 97208-3765
(503) 222-2394

JUN 1 4 50 PM '93

P. Lowry

GARY M. OLSON

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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:

Charles W. Seward and Vicky Seward
P.O. Box 52
Mosier, OR 97040

Agent's or Attorney's Name, Address, and Telephone Number:

RAKOW & HANSEN Tele: (509)
ATTORNEYS at LAW 773-4440
117 East Main Street
Goldendale, Wash. 98620

- (b) Description of the Contract:

Real Estate Contract dated: March 9, 1993

Executed by: Charles W. and Vicky Seward

(Seller)

and Dwight Stevens and Lynell Laritz

(Purchaser)

which Contract or a memorandum thereof was recorded under

No.: 115807 on March 16th 1993

Records of Skamania County, Washington.

- (c) Legal description of the property:

Lots 6 and 7 NORTHWESTERN LAKE DEVELOPMENT SUBDIVISION,
according to the recorded Plat thereof, recorded in Book
B of Plats, Page 73, in the County of Skamania, and State
of Washington,
SUBJECT TO, Together with those Covenants, Easements, Lim-
itations and Restrictions of Record, all as more fully shown
in said contract.

Registered	<i>p</i>
Indexed, Dir	<i>p</i>
Indirect	<i>p</i>
Filed	
Mailed	

Granda J. Kimball, Skamania County Assessor
By: *42 Parcel 3-10-3-107*

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(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: _____

(e) Failure to cure all of the defaults listed in (g) and (h) on or before September 18th, 19 93, 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 September 28th, 19 93.

(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:

<u>Item</u>	<u>Amount</u>
Sixty Seven Thousand Dollars, plus interest from May 1st, 1993.	\$ 67,000.00
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

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	\$
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$
3. Copying/postage	\$ 5.16
4. Attorney's fee	\$ 150.00
5. Long distance telephone charges	\$
6. Late charges	\$
7. Recording fees	\$ 11.00
8. Other:	\$
	\$
TOTAL:	\$ 166.16

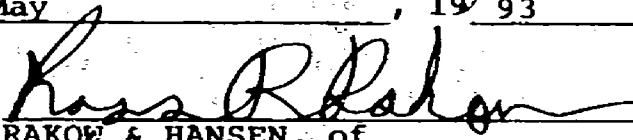
The total amount necessary to cure the default is in the sum of the amounts in (g)(1) and (h), which is \$ 67,166.16 ^{INTEREST} plus the amount of any payments and late charges which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured. Monies 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 the 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 28th day of May, 1993.


 RAKOW & HANSEN, of
 Attorneys for Sellers
 117 East Main Street
 Goldendale, WA 98620
 (509) 773-4988

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STATE OF WASHINGTON)

: ss.

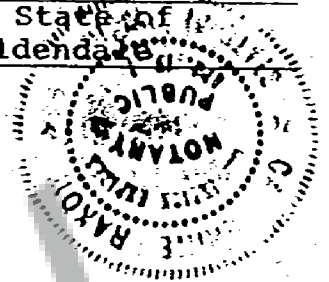
County of Klickitat)

On this day personally appeared before me Ross R. Rakow, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of May, 19 93.

Ross R. Rakow

NOTARY PUBLIC in and for the State of Washington, residing at Goldendale



ATTORNEYS AT LAW
117 EAST MAIN
GOLDENDALE, WASHINGTON 98620
(509) 771-4988

ROSS R. RAKOW
RICK L. HANSEN

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AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
County of Klickitat) : ss.

The undersigned, being first duly sworn on oath,
deposes and says:

That I am a citizen of the United States, over the age of 18 years, not a party to the above entitled proceedings, and in all ways competent to be a witness herein.

That on this date, at the request of Rakow & Hansen,
Attorneys at Law, attorney for:

Charles W. and Vicky Seward

I did mail copies of:

_____ XXX Notice of Intent to Forfeit
 _____ Declaration of Forfeiture
 _____ Notice of Insufficient Cure
 _____ Notice of Discontinuance of Forfeiture

to the below named persons by placing the same in sealed envelopes, properly addressed, postage prepaid, by regular mail and certified mail, return receipt requested, and deposited in the United States Mails to:

Dwight Stevens and Lynell Laritz
P.O. Box 3765
Portland, Oregon 97208-3765

SUBSCRIBED AND SWORN to before me this
1993 .

NOTARY PUBLIC in and for the State of
Washington, residing at Goldendale.