

NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT

To: Albert I. Knesal  
5920 N. E. 22nd Avenue  
Portland, OR 97211

117148

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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:

Seller:

Name: Albertina Kerr Centers for Children, an Oregon Corporation, as trustee  
Address: 424 N. E. 22nd Avenue, Portland, OR 97232  
Telephone: (503) 239-8101

Seller's Attorney:

Name: William H. Dunn  
Address: 408 West 9th St., Vancouver, WA 98660  
Telephone: (206) 694-4815

Contract:

Seller: Albertina Kerr Centers for Children, an Oregon Corporation, as trustee  
Purchaser: Albert I. Knesal  
Date: November 21, 1989  
Recording No.: November 29, 1989, Book 116 Pages 865-870, Records of Skamania County, Washington

Legal Description of the property:

Attached as Exhibit "A"

Defaults:

Failure to make monthly payments of \$328.78 each for the months of March through August 1993, inclusive.

Failure to pay real property taxes of \$2,377.12 for year 1993.

The Contract will be forfeited on December 7, 1993, unless the defaults are cured by that date.

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY William H. Dunn

AUG 27 3 30 PM '93

GARY M. OLSON  
AUDITOR

NOTICE OF INTENT TO DECLARE FORFEITURE - 1

Registered  
Indexed, Dir  
Indirect  
Filed  
Mailed

Glenda J. Kimmel, Skamania County Assessor  
By: J. L. Parcol # 2-5-29-6/2

JW

Effects of forfeiture:

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All right, title and interest in the property of the Purchaser and all persons claiming through the purchaser shall be terminated;

The Purchaser's rights under the Contract shall be canceled;

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;

All improvements made to and unharvested crops on the property shall belong to the Seller;

The Purchaser shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten (10) days after the forfeiture.

Payments of Money Required to Cure Defaults:

\$4,349.50

Other Defaults and Actions Necessary to Cure:

None

Payments, charges, fees and costs that are or may be required to cure the defaults if the defaults are cured before the Declaration of Forfeiture is recorded:

Title Report:	200.00
Recording Fees:	15.00
Attorney Fees:	350.00
Postage:	8.00
Service:	0.00
Other:	0.00
Total:	565.00

The Purchaser or any person claiming through the Purchaser or any other person to whom notice is given may 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.

The Purchaser, or any other person claiming through the purchaser, or any other person to whom this notice is given, may have the right to request a court to order a public sale of the property; that such public sale will be ordered only if the court finds that

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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; that 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; that the court will require the person who requests the sale to deposit the anticipated sale costs with the clerk of the court; and that 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, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom when, and how it is required to be given.

BY: William H. Dunn, Attorney for Seller

  
William H. Dunn

EXHIBIT "A"

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THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMIA COUNTY, WASHINGTON, DESCRIBED AS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 29 AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 1050 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF THE SKYE-BEAR PRAIRIE ROAD; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTHEAST CORNER OF LOT 6, BURMAN HEIGHTS SUBDIVISION; THENCE WESTERLY ALONG THE SOUTH LINE OF LOTS 6 AND 5 OF SAID BURMAN HEIGHTS SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 5 TO ITS INTERSECTION WITH A POINT ON THE RIGHT OF WAY LINE OF A 50 FOOT RADIUS CUL-DE-SAC ON BEAR PRAIRIE COUNTY ROAD AS ESTABLISHED BY SAID BURMAN HEIGHTS SUBDIVISION, WHICH POINT IS ALSO ON THE WEST LINE OF SAID SECTION 29; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 29 TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY APPURTENANT OVER AND ALONG THE ROUTE OF AN EXISTING UNPAVED ROAD LOCATED ON GRANTOR'S ADJACENT REAL PROPERTY IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN, SKAMIA COUNTY, WASHINGTON, FROM THE CUL-DE-SAC MENTIONED IN THE FOREGOING DESCRIPTION TO THE PARCEL OUTCLAIMED HEREBY FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A ROADWAY FOR VEHICULAR AND PEDESTRIAN ACCESS, AND UTILITY FACILITIES, TO SERVE THE PARCEL OUTCLAIMED HEREBY.

INITIAL

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RECORDER'S NOTE: PORTIONS OF  
THIS DOCUMENT POOR QUALITY  
FOR FILMING

*Exhibit "A"*