

FILED IN RECORD
SKAMANIA COUNTY WASH
By: Stephen W. Sullivan

Upon recording, please return to:

STEPHEN W. SULLIVAN
Attorney at Law
1405 C Street
Vancouver, WA 98663

JAN 14 3 38 PM '94

O. & A. Olson
AUDITOR
GARY H. OLSON

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON

118510

CHAPTER 61.30 BOOK 140 PAGE 878

TO: GARY CAIRNS and JODEE CAIRNS, at 14914 N.E. 83rd Circle,
Vancouver, Washington 98682;

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:

MICHAEL J. STAHLMAN
3325 N.E. 46th Ave.
Portland, OR 97213
(503) 287-9459

Agent:

STEPHEN W. SULLIVAN
Attorney at Law
1405 C Street
Vancouver, WA 98663
(206) 695-1912

(b) Description of the Contract: Real Estate Contract
dated June 3, 1993, executed by MICHAEL J. STAHLMAN, as
seller, and GARY CAIRNS and JODEE CAIRNS, as purchaser,
which Contract was recorded on June 7, 1993, in Book
135, page 786, in Auditor's File No. 116402, Skamania
County Deed Records.

(c) Legal description of the property: The North 237 feet
of the South 1457 feet to the West 920 feet of the West
half of the Northwest Quarter of Section 27, Township 2
North, Range 5 East of the Willamette Meridian, in the
County of Skamania, State of Washington. Also known as
Lot 3 of Melvin L. Eades and Doris J. Eades Short Plat,
recorded September 27, 1978 in Book 2, Page 70 of Short
Plats, under Auditors File No. 87287, Records of
Skamania County, Washington.

NOTICE OF INTENT TO FORFEIT 1

Registered	
Indexed, On	
Indirect	
Filed	
Mailed	

Glenda J. Kimmel, Skamania County Auditor
By: Parcel # 2-5-27-703

- (d) Description of each default under the Contract on which the notice is based: Failure to pay the following past due items, the amounts and an itemization for which are given in (g) and (h) below:
- (e) Failure to cure all of the defaults listed in (g) and (h) on or before April 17, 1994 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 or whose interests are otherwise subordinate to the seller's interest in the property 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 of the purchaser's rights in all improvements made to (and unharvested crops and timber 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 and improvements (and unharvested crops and timber) to the seller on April 28, 1994.
- (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 actions required to cure the default:

Monetary Delinquencies:

Item	Amount
1. Payment Defaults: January, 1994	\$150.00
2. Late Charges for December, 1993 and January, 1994	\$15.00
SUBTOTAL:	\$165.00
3. Tax/Other Defaults:	
a. Real Property 2nd half, 1993	\$145.03*
b. Fire Patrol Taxes, 1993	\$7.10

*Approximate Figures (for any tax
penalty/interest amounts not absolute)

TOTAL:

\$317.13

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

ITEM	AMOUNT
1. Cost of title report	\$272.85
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$25.00
3. Copying/Postage	\$7.50
4. Attorney's fees	\$500.00
5. Late Charges	(Included in (g))
6. Recording fees	\$19.00
7. Other	\$-0-

The total amount necessary to cure the default is the sum of the amounts in (g) and (h), which is \$1,141.48, 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 STEPHEN W. SULLIVAN, Attorney at Law, 1405 C Street, Vancouver, Washington 98663.

- (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 prior to June 20, 1994, (or 60 days from date of recording of the Declaration of Forfeiture, whichever is later.)

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

- (j) NOTICE: Any person to whom 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 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.

- (k) The seller is not required to give any party any other notice of default prior to the recording of the declaration of forfeiture.

DATED this 13th day of January, 1994.

Stephen W. Sullivan
STEPHEN W. SULLIVAN
Attorney for Seller
WSBA #10841

STATE OF WASHINGTON)
COUNTY OF CLARK) ss.

I certify that I know or have satisfactory evidence that STEPHEN W. SULLIVAN signed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

Dated this 13 day of January, 1994.

Sharon J. Dow
Notary Public
Residing at Wassenaar
My commission expires: 10/29/94

