

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kiehnki Assoc.*

AUG 16 3 49 PM '94
P. Laury

NOTICE OF INTENT TO FORFEIT
REAL ESTATE CONTRACT
RCW 61.30 et seq.

AUDITOR
GARY M. OLSON
BOOK 145 PAGE 276

120305

TO: W. Dean Wallace
P.O. Box 122
Stevenson WA 98648

Donna Wallace
P.O. Box 122
Stevenson WA 98648

Howard H. Marshack
Webber & Gunn
7414 N.E. Hazel Dell Ave.
Vancouver WA 98665
Attorney for Dean Wallace

Joseph L. Udall
P.O. Box 858
Stevenson WA 98648
Attorney for Donna Wallace

1. You and each of you are hereby notified that unless the default(s) hereinafter referred to under the Contract hereinafter referred to are cured on or before the forfeiture date hereinafter referred to, the legal owner of the property described in the Contract will elect to declare a forfeiture of and cancel the Contract.

2. The Contract herein referred to was executed in writing on April 26, 1990 by Thomas A. Matulovich, a married man dealing in his separate property, as Seller, providing for the sale to W. Dean Wallace and Donna Wallace, husband and wife, as Purchasers, of the following-described real property situate in Skamania County, Washington:

The North 405 feet of the Northwest Quarter of the Northwest Quarter of Section 35, Township 4 North, Range 7 East of the Willamette Meridian, except the North 205 feet thereof.

The Contract was recorded April 30, 1990, in Book 118, Page 649, under Auditor's No. 109147, records of Skamania County, Washington.

3. The default(s) herein referred to consist of the following:

Payment due July 15, 1994	\$ 334.63
Late charge	25.00
Bank charge for insufficient funds	10.00
Prior Attorney fees	<u>387.12</u>
Total Monetary Default	\$ 756.75

Registered
Indexed, Dir
Indirect
Filmed
Mailed

You are further in default for failure to insure the premises as required by paragraph 12 of the Real Estate Contract.

4. The contract will be forfeited on November 15, 1994 if all defaults are not cured by that date.

5. The effects of forfeiture include, to the extent applicable, that:

a) All right, title and interest in the property of the purchaser and, to the extent elected by the seller, of all persons claiming through the purchaser, or whose interests are otherwise subordinate to the seller's interest in the property shall be terminated;

(b) The purchaser's rights under the contract shall be canceled;

(c) 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;

(d) All of the purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and

(e) The purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, and unharvested crops and timber to the seller ten days after the declaration of forfeiture is recorded.

6. In order to cure the default(s), you must pay the following amounts or take the following action:

TOTAL AMOUNT PAST DUE: \$756.75
PROVIDE PROOF OF INSURANCE

7. In addition, the following payments, charges, fees and costs must be paid to cure the default(s) if the default(s) are cured before the Declaration of Forfeiture is recorded:

Cost of:	
Title Report	\$ 251.35
Postage	10.32
Photocopies	3.00

Service of Process	0
Telephone Charges	0
Recording Fees	9.00
Attorney Fees	500.00
Other	0

TOTAL ADDITIONAL COSTS: \$ 773.67

8. The person to whom this 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.

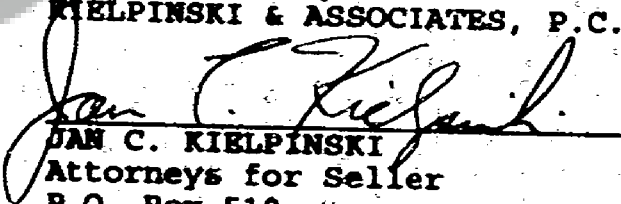
9. The person to whom this notice is given may have the right to request a court to order a public sale of the property. Such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens having 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 will be applied to the liens eliminated by the sale and the balance, if any, paid 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.

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

DATED this 16th day of August, 1994.

Seller:
Thomas A. Matulovich
M.P. 1.33 Trout Creek Rd.
Carson WA 98610
(206) 427-5475

KIELPINSKI & ASSOCIATES, P.C.


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