

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Joseph Udall*

OCT 5 11 52 AM '94

P. Savory
AUDITOR

GARY M. OLSON

NOTICE OF INTENT TO FORFEIT

Pursuant to Revised Code of Washington
Chapter 61.30.060 and .070

TO: PAUL M. SANDBERG and PEGGY M. SANDBERG
7338 Beckwith Road
Morton Grove, Illinois 80953

BOOK 144 PAGE 249

120736

YOU ARE HEREBY NOTIFIED that the Real Estate Contract (hereinafter "Contract") described below is in default and you are provided the following information with respect thereto:

A. Seller: FRANK J. GRAVES and NELDA GRAVES
PO Box 476, White Salmon, WA 98672
(509) 493-3935

Agent: JOSEPH L. UDALL, Attorney at Law
PO Box 858; 17 SW Russell, Stevenson, WA 98648
(509) 427-5363

Registered	<input checked="" type="checkbox"/>
Indexed, Dir	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input type="checkbox"/>
Mailed	<input type="checkbox"/>

B. Description of Contract: Real Estate Contract dated November 20, 1979, executed by FRANK J. GRAVES and NELDA GRAVES, husband and wife as Seller, and PAUL M. SANDBERG and PEGGY M. SANDBERG, husband and wife as Purchaser, which Contract or memorandum thereof was recorded under Auditor's No. 89996 on November 30, 1979, records of Skamania County, Washington.

C. Legal Description of the Property:

A tract of land in Skamania County, Washington, Government Lot 5 of Section 6, Township 3 North, Range 8 east of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of said Government Lot 5; thence East 1,300 feet, more or less, to the East line of said Lot 5; thence South 442.2 feet; thence West 1,300 feet, more or less, to the West line of said Lot 5; thence North 442.2 feet to the Northwest corner of said Lot 5 and the true point of beginning.

EXCEPT that portion on the West line of said Lot 5 for Right of Way for Old State Road as traveled March 2, 1978.

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 of which are given in (G) and (H) below:

Monthly payments in the amount of	\$ 70,156.80
Property taxes in the amount of	\$ 402.27

2. The following non-monetary defaults:

Does not apply.

E. Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before January 5, 1995, will result in forfeiture of the Contract.

NOTICE OF INTENT TO FORFEIT: Page 1 of 3

Glenda J. Kimmel, Skamania County Assessor
By: *[Signature]* Parcel 2-3-6-300
10/5/94

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 subordinate to the seller's interest, shall be terminated; AND
2. The purchaser's rights under the Contract shall be canceled; AND
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; AND
4. All of the purchaser's rights in all improvements made to the property, to all unharvested crops and timber on the property shall belong to the seller; AND
5. The purchaser and all 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 (10) days after recording of the Declaration of Forfeiture, which is on or after January 5, 1995.

G. The following is a statement of payments of money in default and, where indicated, reasonable estimates thereof and for any defaults not involving the failure to pay money, the actions required to cure the default:

1. Monetary delinquencies:

Monthly real estate contract payments due @ \$417.60 from	
October, 1980 through September, 1994 (168 Payments)	\$ 70,156.80
Property taxes paid by Seller: 1987 @ \$30.48; 1988 @ \$31.21;	
1989 @ \$27.05; 1990 @ \$41.79; 1991 @ \$57.24;	
1992 @ \$53.93; 1993 @ \$75.48; 1994 @ \$85.09;	
TOTAL DELINQUENCIES	\$ 402.27
	\$ 70,559.07

2. Action(s) required to cure any non-monetary default:

Does not apply

H. The following is an itemized statement of all other payments, charges, fees and costs required to cure the defaults and, where indicated, reasonable estimates thereof:

1. Cost of title report	
2. Posting and Publishing of	\$ 374.50
Notice of Intent to Forfeit (estimated)	
3. Copying/Postage (estimated)	400.00
4. Recording fees (estimated)	20.00
5. Attorney's fees (estimated)	16.00
TOTAL	1,000.00
	\$1,810.50

The total amount necessary to cure the monetary default is the sum of the amounts in (G)(1) and (H), which is \$72,369.57 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 and other documents required to cure the default may be tendered to:

JOSEPH L. UDALL, Attorney at Law
P.O. Box 858: 17 SW Russell
Stevenson, WA 98648
(509) 427-5363

- I. Any person to whom this notice is given has 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 filing and serving a summons and complaint before the Declaration of Forfeiture is recorded which is on or after January 5, 1995.

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

- J. Any person to whom this notice is given may have the right to request a court to order a public sale of the property, and 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, which is on or after January 5, 1995.

- K. The seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

DATED this 5th day of October, 1994.

FRANK J. GRAVES and NELDA GRAVES

By:

Joseph L. Udall
Joseph L. Udall, Agent

STATE OF WASHINGTON)

County of Skamania)

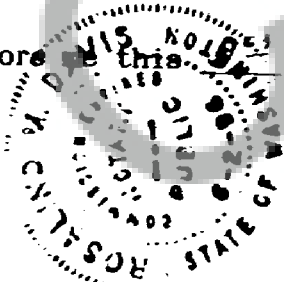
ss.

JOSEPH L. UDALL, being first duly sworn on oath, deposes and says:

I am the Seller's attorney in the foregoing matter; I have read the above Notice of Intent to Forfeit, know the contents thereof, and believe the same to be true.

Joseph L. Udall
Joseph L. Udall, WSBA #6739
Attorney for Seller

SUBSCRIBED AND SWORN to before me this 5th day of October, 1994.



Rosalind M. Davis
Notary Public for Washington
residing at Stevenson
My commission expires 12-31-96