

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Mark B. Hansen*

OCT 10 1 32 PM '94

P. G. Garry
AUDITOR
GARY M. OLSON

**NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30**

120779

BOOK 146 PAGE 338

**TO: RAYMOND F. SHREWSBERRY and RENEE M. SHREWSBERRY,
husband and wife
MP 0.30 R Mathews Road
Washougal, WA 98671**

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

DOUGLAS B. FLUEGEL
P. O. Box 317
North Bonneville, WA 98639-0317
(509)427-7130

ATTORNEY FOR SELLER

MARK B. HANSEN, P.S.
1600 Pacific Avenue South, Suite 3
P. O. Box 1419
Long Beach, WA 98631
(206)642-8125

- (b) Description of Contract: Real Estate Contract dated March 16, 1990, executed by DOUGLAS B. FLUEGEL, a single man as Seller, and RAYMOND F. SHREWSBERRY and RENEE M. SHREWSBERRY, husband and wife as Purchaser, which Contract or a memorandum thereof was recorded in Book 118, Page 233, under Auditor's File No. 108940 on March 21, 1990, records of Skamania County, Washington.

- (c) Legal description of Property:

The Southeast quarter of the Southwest quarter of the Northwest quarter of Section 20, Town-ship 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington. TOGETHER WITH an easement for ingress and

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egress over the west 60 feet of the Southwest quarter of the Southwest quarter of the North-west quarter and over the North 30 feet of the South half of the Southwest quarter of the Northwest quarter and over the South 30 feet of the North half of the Southwest quarter of the Northwest quarter of Section 20, Township 2 North, Range 5 East of the Willamette Meridian.

Commonly known as: MP.30R Mathews Road, Washougal, Washington 98671.

(d) Description of each default under the Contract on which the notice is based:

1. Failure to pay the following past due items:

Monthly payments for the months of June, July, August and September 1994, in the amount of \$965.34 for each month, for a total delinquency of \$3,861.36.

Insurance premiums on the premises in the amount of \$160.

Late charges for the months of June, July and August 1994, in the amount of \$48.27 for each month, for a total late charge delinquency of \$144.81.

Second half of 1993 real property tax and fire patrol assessments against the subject property, plus accrued interest now due, in the total amount of \$968.26.

1994 real property taxes and fire patrol assessments, plus accrued interest now due and payable, in the total amount of \$1,884.73.

2. Failure to maintain the property and improvements in good condition, and the commission of waste and wilful damage to or destruction of the property in the following particulars:

An apartment has been illegally created in the barn.

A room in the garage of the home has been created without a building and occupancy permit.

Doors are damaged.

Walls are damaged.

House trim is damaged.

3. Failure to comply with laws, ordinances, rules and regulations of the governmental authority affecting the property, in that alterations and improvements have been constructed on the property without obtaining required building and occupancy permits.
 4. Construction of alterations and improvements to the property without obtaining the prior written consent of the seller as required by the real estate contract.
 5. Allowing various liens and encumbrances to be attached to the title of the subject property in violation of the real estate contract.
- (e) Failure to cure all of the defaults listed in (g) and (h) herein on or before January 13, 1995 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 canceled.
 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 the property and in unharvested crops and timber thereon shall belong to the Seller.
 5. 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 of the contract is recorded.
- (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 required to cure the default:

1. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly payments for the months of June, July, August and September 1994, in the amount of \$965.34 each (\$965.34 x 4 months)	\$ 3,861.36
Insurance premiums on the premises	160.00
Late charges for the months of June, July and August 1994, in the amount of \$48.27 each (\$48.27 x 3)	144.81
Second half of 1993 real property tax and fire patrol assessments against the subject property, plus accrued interest	968.26
1994 real property taxes and fire patrol assessments against the subject property, plus accrued interest	<u>1,884.73</u>
TOTAL:	<u>\$ 7,019.16</u>

Together with any and all delinquent monthly payments falling due hereafter and late charges accruing thereon, together with failure to pay any real property taxes and/or assessments, interest and penalties accruing after the date of this notice.

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

Removal of the illegal apartment created in the barn.

Tear out the room in the garage of the home or have it approved by a legal building and occupancy permit.

Replace all damaged doors.

Repair all damaged walls.

Replace or repair all damaged house trim.

Satisfy and remove all unauthorized liens and encumbrances from the title to the subject property.

- (h) The following is a statement of other payments (or where indicated, an estimate thereon), charges, fees and costs to cure the default if the default is to be cured before the declaration of forfeiture is recorded:

1.	Cost of Title Report	\$ 550.00
2.	Service/Posting of Notice of Intent to Forfeit	50.00
3.	Copying/Postage	20.00
4.	Attorney Fee	1250.00
5.	Long Distance Phone Charges	0.00
6.	Late Charges	(see above)
7.	Recording Fees	25.00

TOTAL: \$ 1,895.00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$8,914.16, 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, together with any expenses, costs or attorney fees incurred prior to the curing of the default. Action as set forth in (g)(2) must also be undertaken to cure the default. Monies required to cure the default must be tendered by cashier's check to: MARK B. HANSEN, 1600 Pacific Avenue South, Suite 3, P. O. Box 1419, Long Beach, WA 98631.

- (i) The persons 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 commencing a court action by filing and serving the Summons and Complaint before the Declaration of Forfeiture is recorded.

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

- (j) The 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 the fair market value of the property substantially exceeds the debt owed under the Contract and any other liens having priority over the Seller 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 person any other notice of default before the declaration which completes the forfeiture is given, except by the Contract or by other agreement, the following type of notice is required to be given to the following individuals at the time specified and in the manner specified: None
- (l) Additional Information Required by the Contract or Other Agreement With Seller: None

EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract and which deals with the same defaults.

DATED this 27 day of September, 1994.

Mr. Howe

MARK B. HANSEN, WSBA #13758
Attorney for Seller

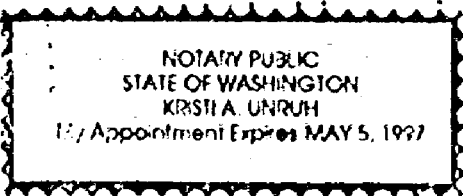
STATE OF WASHINGTON)
) ss.
County of Pacific)

I certify that MARK B. HANSEN appeared personally before me and that I know or have satisfactory evidence that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

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DATED this 27 day of Sept, 1994.



Krista A. Unruh
NOTARY PUBLIC for Washington State
Residing at: Long Beach
My Commission Expires: 5-5-97

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