

BOOK 148 PAGE 430

FILED FOR RECORD
SEATTLE, WASH.

BY *Michael J. Wynne*

FEB 28 2 49 PM '95

P. Johnson

AUDITOR
GARY H. OLSON

After recording return to:

Michael J. Wynne
Attorney at Law
P.O. Box 26
Vancouver, WA 98666

121713

NOTICE OF INTENT TO DECLARE A FORFEITURE
OF AND CANCEL REAL ESTATE CONTRACT
PURSUANT TO RCW 61.30 et seq.

TO: Rick Reynolds Co., Inc., a Washington Corporation; and Kerry Leathers:

1. You and each of you are hereby notified that unless the defaults 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 January 14, 1994 by Swift's Lakeshore Estates Investments, a partnership consisting of Gary L. Morris and Sally L. Morris, husband and wife, Gary H. Henderson and Susan A. Henderson, husband and wife, and John E. Hancock and Martha Hancock, husband and wife, as Seller, providing for the sale to Rick Reynolds Co., Inc., A Washington corporation as Purchaser, of the following described real property situated in Skamania County, Washington:

The North Half of the Northwest Quarter of Section 34,
Township 7 North, Range 6 East of the Willamette Meridian,
Skamania County, Washington, lying North of the Swift
Creek Reservoir.

The Contract was recorded January 20, 1994 in Book 140, page 986, under Auditor's File No. 118559, records of Skamania County, Washington.

3. The defaults herein referred to consist of the following:

NOTICE OF INTENT TO DECLARE FORFEITURE - 1

SAVED TO FILE
TREASURER OF SKAMANIA COUNTY
SK
2-28-95

Gary H. Morris, Skamania County Auditor
Date, *Feb 28* Fiscal Year, *7-6-34-200*
2-28-95

(a) Failure to pay monthly payments of \$931.78 due on August 18, 1994; \$931.78 due on September 18, 1994; \$931.78 due on August 18, 1994; \$931.78 due on August 18, 1994; \$931.78 due on October 18, 1994; \$931.78 due on November 18, 1994; \$931.78 due on December 18, 1994; \$931.78 due on January 18, 1995; \$931.78 due on February 18, 1995. All past due payments total \$6,522.56.

(b) Late charges due \$326.12 (August 1994 through February 1995).

(c) 1994 Real Property Taxes of \$330.38; 1994 Fire Patrol Taxes of \$20.05; plus interest and penalties.

(d) The Assignment of Purchaser's Interest in the Contract, without receiving Seller's consent, to Kerry Leathers.

4. The Contract will be forfeited on June 12, 1995 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 (10) days after the Declaration of Forfeiture is recorded.

6. In order to cure the defaults, you must pay the following amounts or take the following action:

Total amount past due: \$7,525.13 plus interest and penalties, plus future monthly payments and obligations set forth under the Contract, plus the total additional costs listed in paragraph 7 below.

7. In addition, the following payments, charges, fees and costs must be paid to cure the defaults if the defaults listed in paragraph 6 above are cured before the Declaration of Forfeiture is recorded:

Title Report:	\$ 636.65
Postage:	\$ 35.00
Photocopies:	\$ 35.00
Service of Process:	\$ 100.00
Telephone Charges:	\$ 25.00
Recording Fees:	\$ 25.00
Attorney Fees:	\$ 750.00

TOTAL ADDITIONAL COSTS: \$1,606.65

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 liens eliminated by the sale and the balance, if any, paid to 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, except to Kerry Leathers, pursuant to an unpermitted assignment of the Purchaser's Interest from Rick L. Reynolds, Co., Inc., a Washington corporation in favor of Kerry Leathers, dated July 20, 1994, recorded July 21, 1994, in Book 144, page 651, Auditor's File No: 120071, Skamania County Deed Records.

DATED this 28th day of Feb., 1995.



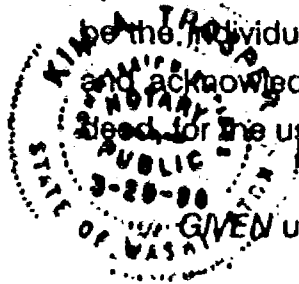
Michael J. Wynne
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WSBA# 6534
P.O. Box 26
Vancouver, WA 98666
(206) 574-6516

SELLER:

SWIFTS LAKESHORE ESTATES INVESTMENTS
c/o Gary L. Morris
6009 N.W. 289th Street
Ridgefield, WA 98642
360-887-3007

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss.

On this day personally appeared before me **Michael J. Wynne**, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.



GIVEN under my hand and official seal this 28th day of Feb., 1995.

Kim A. Truiper

A handwritten signature of Kim A. Truiper in cursive script.

NOTARY PUBLIC in and for the State of
Washington, residing at Stevenson

My Commission expires: 3/25/98