

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Kielpinski & Assoc*

MAY 18 3 38 PM '95

Oxley
AUDITOR
GARY M. OLSON

After Recording Return to:
KIELPINSKI & ASSOCIATES, P.C.
P.O. Box 510
Stevenson, WA 98648

122350

BOOK 150 PAGE 8

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

TO: GREEN LIFE JAPAN, INC.
8383 N.E. Sandy Blvd., No. 461
Portland, OR 97220

and at:
2804 S.E. Courtney #16
Milwaukie, OR 97267

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 June 1, 1989 by Nell L. Hill and R. Lee MacDonald as Sellers, providing for the sale to Ian M. Low and Aiko A. Low, husband and wife, as Purchasers, of the following-described real property situate in Skamania County, Washington:

See Exhibit "A" attached hereto and incorporated herein.

The Contract was recorded under Auditor's No. 107127, records of Skamania County, Washington.

3. Said contract was amended by instrument recorded November 16, 1989, in Book 116 at Page 733, Auditor's File No. 108266, Skamania County Deed Records, dated October 31, 1989, to provide that the purchasers thereunder would be Ian M. Low and Aiko A. Low, husband and wife, as to an undivided one-half interest, and James L. Lankford and Patricia M. Lankford, husband and wife, as to an undivided one-half interest, as tenants in common.

The purchasers' interest under said contract was assigned to Green Life, Inc., by a Purchasers' Assignment of Contract and Deed dated August 27, 1991, recorded in Book 124, Page 889, Auditor's File No. 111969, Skamania County Deed Records.

Signature ☒
Indorsed, Ltr ☒
Indorsed ☒
Filed ☒
Marked ☒

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

(a) Failure to make the monthly payment due May 1, 1995 in the amount of \$3,512.00.

(b) Failure to pay 1995 real and personal property taxes as follows:

First one-half of real estate taxes	\$ 3,314.28
Accrued interest	\$ 66.29
Personal property taxes	\$ 92.03
Accrued interest	\$.92
TOTAL	\$ 3,473.52

(c) Failure to keep the improvements insured in an amount equal to the full insurable value thereof with a company acceptable to the sellers in accordance with paragraph 12 of the real estate contract.

(d) Failure to keep the improvements in good repair in accordance with paragraph 18 of the real estate contract.

5. The contract will be forfeited on August 16, 1995 if all defaults are not cured by that date.

6. 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.

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

(a) TOTAL AMOUNT PAST DUE:

1 monthly payment (due May 1, 1995)	\$ 3,512.00
Accrued interest through 5/18/95 (for late payments)	\$ 7,805.69
1995 Personal property taxes	\$ 92.03
Accrued interest	\$.92
First one-half of 1995 real estate taxes	\$ 3,314.28
Accrued interest	\$ <u>66.29</u>
TOTAL as of 5/18/95	\$14,791.21

PER DIEM after 5/18/95 = \$107.51

(b) Keep the improvements insured in an amount equal to the full insurable value thereof with a company acceptable to the sellers in accordance with paragraph 12 of the real estate contract.

(c) Make necessary repairs to the improvements to comply with paragraph 18 of the real estate contract.

8. 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	\$ 1,118.15
Postage	\$ 13.92
Photocopies	\$ 5.00
Service of Process	\$ 30.00
Telephone Charges	\$ -0-
Recording Fees	\$ 9.00
Attorney Fees	\$ <u>850.00</u>

TOTAL ADDITIONAL COSTS: \$ 2,026.07

9. The total amount required to cure the default is **\$16,817.28**, plus per diem of \$107.51 after May 18, 1995 through date of payment,

BOOK 150 PAGE 11

plus any payments or late charges which fall due after the date of this Notice and on or prior to the date the default is cured.

Payment required to cure the default must be delivered to:

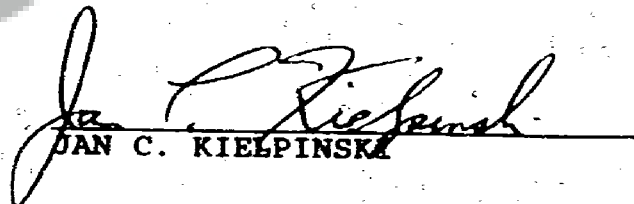
KIELPINSKI & ASSOCIATES, P.C.
Attorneys at Law
40 Cascade Avenue, Suite 110
Stevenson, WA 98648

10. 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.

11. 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.

12. 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 18th day of May, 1995.


JAN C. KIELPINSKI

SELLERS:

NELL HILL and
R. LEE MACDONALD
P.O. Box 946
Stevenson, WA 98648

Phone: (509) 427-5123

ATTORNEY FOR SELLERS:

Jan C. Kielpinski of
Kielpinski & Associates, P.C.
40 Cascade Avenue, Suite 110
P.O. Box 510
Stevenson, WA 98648
(509) 427-5665

EXHIBIT "A"

All that portion of Government Lots 2, 3 and 4, in Section 31, Township 3 North, Range 8 East, of the Willamette Meridian, in the County of Skamania, State of Washington, which lies South of the South line of that tract conveyed to the State of Washington by Deed recorded June 18, 1929, as Auditor's File No. 15726, Skamania County Deed Records.

EXCEPTING a strip of land 100 feet in width conveyed to the Portland and Seattle Railway Company, by Deed Recorded February 15, 1906, in Book I, Page 450, Skamania County Deed Records.

ALSO EXCEPT That portion of the Easterly 75 feet of Government Lot 4, lying Southerly of State Highway 8, and Northerly of the tract conveyed to the Portland and Seattle Railway Company.