

AFTER RECORDING RETURN TO:  
L. EUGENE HANSON  
ATTORNEY AT LAW  
P O BOX 417  
WHITE SALMON WA 98672

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY SKAMANIA CO. TITLE

JUN 8 9 38 AM '95

P. Lowry  
AUDITOR  
GARY H. OLSON

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30 et seq.

122505

BOOK 150 PAGE 415

TO: DENNIS D. SCHULTZ  
DOTTIE L. SCHULTZ,  
SSN  
3.4 Cook-Underwood RD.  
Cook, WA 98605

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:

Lewis J. Rist  
a single person,  
P. O. Box 334  
White Salmon, WA 98672,

Telephone No.

L. Eugene Hanson  
Agent and Attorney at Law  
70 N. E. Estes Avenue  
P. O. Box 417  
White Salmon, WA 98672  
Telephone No. 509-493-2210

- (b) Description of the Contract:

Real Estate Contract dated the 29th day of September, 1986, executed by LEWIS J. RIST, a single person, as seller, and DENNIS D. SCHULTZ and DOTTIE L. SCHULTZ, as purchaser.

- (c) Legal description of the property:

In the County of Skamania, State of Washington, described as:

Originally a portion of Lot 4 of Lewis and Pearl Rist Short Plat; which is now Lot 1 of the Lewis Rist Short Plat in the Northeast Quarter of the Southwest Quarter of Section 14, Township 3 North, Range 9 East, W. M., recorded in Book 3 of Short Plats, page 179, records of Skamania County, Washington.

- (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 for which are given in (g) and (h) below:

Monthly Payment and taxes.

2. Other defaults: Failure to keep buildings in good repair, amounting to committing waste of the premises.

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before September 6, 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 purchasers and of all persons claiming through the purchasers given this notice shall be terminated;
2. The purchasers' rights under the Contract shall be cancelled;
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;

Supervisor ☒  
Valued, Or ☒  
Indirect ☒  
Filed ☒  
Mailed ☒

3-9-14-3-1000

OK

4. All of the purchaser's rights in all improvements made to and unharvested crops and timber on the property shall belong to the seller; and

5. The purchasers and all persons occupying the property whose interest 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 SEPTEMBER 18, 1995.

(g) The following is a statement of payments of money in default or, where indicated, reasonable estimates thereof and for any defaults not involving the failure to pay money the action(s) required to cure the default:

1. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
43 payments at \$300.00 each through June, 1995	\$12,900.00
Real Estate Taxes	2,363.22
interest & penalty (estimated)	<u>500.00</u>
	\$15,763.22

(h) The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
1. Cost of Title Report (estimated)	\$ 250.00
2. Recording fees	<u>9.00</u>
	TOTAL: \$16,022.22

The total amount necessary to cure the default is the sum of the amounts in (g) (1) and (h), which is \$16,022.22, 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 required to cure the default may be tendered to L. Eugene Hanson, Attorney at Law, P. O. Box 417, White Salmon, Washington 98672, on or before September 6, 1995.

(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, or both, if the default does not involve a failure to pay money by filing and serving a summons and complaint before the Declaration of Forfeiture is recorded, which is on or after September 18, 1995.

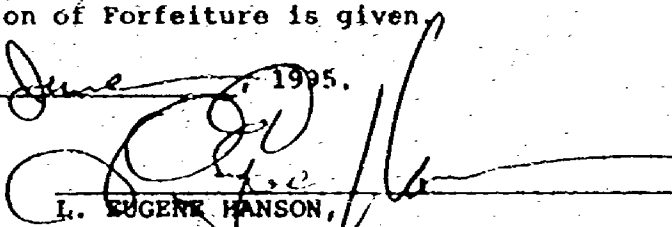
NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.

(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 September 7, 1995.

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(k) The seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

DATED this 7<sup>th</sup> day of June, 1995.

  
L. EUGENE HANSON,  
Attorney and Agent for Seller  
LEWIS J. RIST  
a single person.

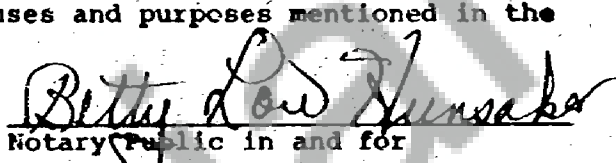
STATE OF WASHINGTON )

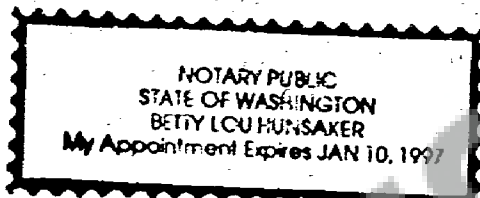
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County of Klickitat )

I certify that I know or have satisfactory evidence that L. EUGENE HANSON is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 7, 1995

  
Notary Public in and for  
the State of Washington



My Commission Expires: 1-10-97