

WHEN RECORDED RETURN TO:  
MURPHY LAW OFFICE  
P.O. BOX 368  
TOPPENISH, WA 98948

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Murphy Law Office*

JUL 17 4 36 PM '95

*P. Lamy*  
AUDITOR  
GARY H. OLSON

### NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO: GARY W. PHILLIPS  
P.O. Box 84548  
Vancouver, WA 98684

SUSAN L. PHILLIPS  
27031 S.E. 15th St.  
Camas, WA 98607

122807

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You and each of the above named parties are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto because of your interest or claim to the subject real or personal properties:

A) The name, address and telephone number of the Seller and the Seller's Attorney giving the Notice:

Seller:

Attorney:

ROGER MCCARTHY  
DORENE MCCARTHY  
211 South Toppenish Avenue  
Toppenish, WA 98948  
(509) 865-2619

WILLIAM C. MURPHY  
MURPHY LAW OFFICE  
17 South Alder Street  
P.O. Box 368  
Toppenish, WA 98948  
(509) 865-4255

B) Description of the Contract:

Real Estate Contract dated October 26, 1988, executed by Roger McCarthy and Dorene McCarthy, husband and wife, as the Sellers, and Gary W. Phillips and Susan L. Phillips, husband and wife, as the Purchasers, which Contract was recorded in Book 111, Page 871, under Auditor's File No. 106159 on November 14, 1988 records of Skamania County, Washington.

C) Legal Description of the Property:

A tract of land located in the JAMES M. FINDLEY D.L.C., in Section 31, Township 3 North, Range 9, E.W.M., described as follows:

Beginning at the Southwesterly corner of the Glen E. Kidner property as more particularly described by deed dated May 15, 1964, and recorded at page 499 of Book 52 of Deeds, records of Skamania County, Washington; thence Northerly along the Easterly line of said Kidner tract 486 feet; thence West 325 feet; thence South parallel to the West line of said Kidner tract to the Northerly right of

Indexed ☒  
Indexed, Dir ☒  
Indirect ☒  
Filmed ☐  
Mailed ☐

MURPHY LAW OFFICE  
17 SOUTH ALDER STREET  
P.O. BOX 368  
TOPPENISH, WA 98948  
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way line of State Road No. 14; thence in a Northerly direction following the Northerly line of State Road No. 14, to the point of beginning.

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EXCEPT that portion thereof, conveyed to the State of Washington by deed dated February 16, 1950, and recorded at Page 8, of Book 33 of Deeds, records of Skamania County, Washington.

TAX ASSESSOR'S PARCEL NO.: 03-09-31-0-0-0500-00

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:

a. Failure to pay monthly payments of \$204.31 for the months of April, 1995; May, 1995; June, 1995; and July, 1995, totalling \$817.24, plus \$40.86 for late charges.

b. Failure to pay the 1st Half of the 1995 property taxes in the amount of \$23.94 and the 1995 fire protection assessment in the amount of \$15.40, plus interest and penalties.

2. Other defaults: NONE

E) Failure to Cure All of the Defaults on or Before THURSDAY, OCTOBER 26, 1995, Will Result in the Forfeiture of the Contract.

F) The Forfeiture of the Contract Will Result in the Following:

1. The Purchaser's right, title and interest in the property will be terminated;
2. The right, title and interest in the property of others whose interests are subordinate to the Purchaser will be terminated;
3. The Purchaser's rights under the Contract will be cancelled;
4. All sums previously paid under the Contract will be kept by and belong to the Seller or other person entitled to them;
5. All improvements made to and unharvested crops and timber located on the property will belong to the seller; and
6. The Purchaser and all other persons occupying the property will be required to surrender possession of the property, improvements to the property and unharvested crops and timber located on the property, if any, to the Seller on FRIDAY, NOVEMBER 10, 1995 if their interests have been

forfeited.

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- 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(s) Required to Cure the Default:

1. Monetary Delinquencies:

ITEM	AMOUNT
a. 1st Half of the 1995 property taxes and the 1995 fire protection assessment with interest and penalties	\$43.14
b. Payment of four monthly payments, plus the late charges	\$858.10
TOTAL:	<u>\$901.24</u>

2. Action Required to Cure any Non-monetary Default: NONE

- H) The Following is a Statement of Other Payments, Charges, Fees and Costs to Cure the Default:

ITEM	AMOUNT
1. Cost of Court Proceedings Certificate	\$197.95
2. Service/Posting of Notice of Intent to Forfeit (Estimated )	\$25.00
3. Copying/Postage	\$10.00
4. Attorney's Fee	\$650.00
5. Recording Fees	<u>\$10.00</u>
TOTAL:	<u>\$892.95</u>

The total amount necessary to cure the default is the sum of the amounts in (G)(1) and (H), which is \$1,794.19, 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. You must cure the default prior to THURSDAY, OCTOBER 26, 1995. Monies required to cure the default may be tendered to MURPHY LAW OFFICE at the following address:

17 South Alder Street  
P.O. Box 368  
Toppenish, WA 98948

If the default includes a default other than payments of money when due, then you must cure such other defaults as specified

in Paragraph G (2) by THURSDAY, OCTOBER 26, 1995.

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- I) You have the Right to Contest the Forfeiture or to Seek an Extension of Time to Cure the Default, or Both. If you wish to exercise this right, you must file a Summons and Complaint on the Seller or Seller's agent or attorney before a Declaration of Forfeiture is recorded.

NO EXTENSION OF THE TIME FOR CURE CAN BE GRANTED FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY. HOWEVER, YOU MAY NOT BE IN DEFAULT IF YOU HAVE A CLAIM AGAINST THE SELLER THAT WOULD RELEASE, DISCHARGE OR EXCUSE THE DEFAULT.

- J) You have a right to request a court to determine whether a public sale of the property should be ordered. A public sale may be ordered if the fair market value of the property substantially exceeds the sum of the debt owed under the contract and all liens on the property that have priority over the Seller's interest. If you wish to request that a court make this determination, you must do so by filing a Summons and Complaint before a Declaration of Forfeiture is recorded. If you make such a request, the court is required to order you to deposit the anticipated sale costs with the Clerk of the Court.
- K) No other Notice of Default will be sent to you. The next Notice that you receive will complete the forfeiture.

**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 12<sup>th</sup> day of July, 1995.

MURPHY LAW OFFICE

By: William C. Murphy

WILLIAM C. MURPHY  
WSBA No. 7509  
Attorney for Sellers

STATE OF WASHINGTON )

COUNTY OF YAKIMA )

ss.

SIGNED and sworn to (or affirmed) before me on the 12<sup>th</sup> day of July, 1995.



Heidi Rae Riojas  
Notary Public in and for the State of Washington, residing at Toppenish. My appointment expires September 30, 1998.