

124319

BOOK 154 PAGE 969

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLERECORDED AT THE REQUEST OF
FOSTER PEPPER & SHEFELMAN
1111 Third Avenue #3400
Seattle, WA 98101

JAN 22 1 28 PM '96

O. Lowry
AUDITOR
GARY H. OLSON

SCR 19844

NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30TO: WILLIAM P. GRAVES, also appearing
of record as William R. Graves
BRADLEY S. BLACKFORDMRS. WILLIAM P. GRAVES
MRS. WILLIAM R. GRAVES
MARCIA L. BLACKFORD

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) SELLER:

L and E SERVICES, Assignee of Washington Private Mortgage
Investors, Inc.
1625 S. Burlington Blvd.
Burlington, WA 98233
(360) 757-1700

AGENT/ATTORNEY:

PAUL V. RIEKE
FOSTER PEPPER & SHEFELMAN
1111 Third Avenue #3400
Seattle, WA 98101
(206) 386-5470

(b) DESCRIPTION OF THE CONTRACT:

Real Estate Contract dated March 30, 1992, executed by KEVIN D. MASON and ANITA J. MASON, husband and wife, as seller, and BRADLEY S. BLACKFORD and MARCIA L. BLACKFORD, husband and wife, as purchaser, which Contract or a memorandum thereof was recorded under No. 113218 on April 6, 1992, records of Skamania County, Washington. By instrument recorded on May 3, 1993, under Auditor's File No. 116146, Kevin D. Mason and Anita J. Mason, husband and wife, assigned the seller's interest in said contract to Washington Private Mortgage Investors, Inc.

(c) Legal Description of the Property:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN
THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:LOT 1 OF STANLEY WRIGHT SHORT PLAT, RECORDED IN BOOK 2 OF PLATS, PAGE 155,
SKAMANIA COUNTY DEED RECORDS.

(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:

Failure to pay regular monthly payments for the months beginning June, 1995, together with monthly late charges.

2. Other defaults:

Failure to provide hazard insurance coverage and failure to pay real estate taxes on the property for 1994 and 1995.

(e) Failure to cure all of the defaults listed in (d) as provided in (g) and (h) on or before May 3, 1996 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 and who are 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;

Registered	✓
Indexed, Orig	✓
Indirect	✓
Filed	✓
Mailed	✓

Gary H. Olson, Skamania County Auditor
 Date 1-22-96, Page 92-5-30-1520
 [Signature]

124319

BOOK 154 PAGE 969

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. TITLERECORDED AT THE REQUEST OF
FOSTER PEPPER & SHEFELMAN,
1111 Third Avenue #2400
Seattle, WA 98101

JAN 22 1 28 PM '96

G. Lowry
AUDITOR
GARY H. OLSON

SCR 19844

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(360) 757-1700

AGENT/ATTORNEY:

PAUL V. RIEKE
FOSTER PEPPER & SHEFELMAN
1111 Third Avenue #3400
Seattle, WA 98101
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2. Other defaults:

Failure to provide hazard insurance coverage and failure to pay real estate taxes on the property for 1994 and 1995.

(e) Failure to cure all of the defaults listed in (d) as provided in (g) and (h) on or before May 3, 1996 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 and who are 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;

Gary H. Olson, Skamania County Auditor
Date 1-22-96, Paid \$2,530-1520
VWSearched ✓
Indexed, Dig ✓
Indirect ✓
Filed ✓
Mailed ✓

4. All of the purchaser's rights in the improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
 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 (10) days after the declaration of forfeiture 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(s) required to cure the default:

1. Monetary Delinquencies:

a.	8 delinquent payments at \$375.00 each (June 1, 1995 through January 16, 1996)	\$ 3,000.00
b.	7 late charges at \$37.50 each (June 1, 1995 through January 16, 1996 and prior uncollected late charges)	375.00
c.	Advances for hazard insurance coverage:	248.83
	TOTAL	\$ 3,623.83

2. Action(s) required to cure any nonmonetary default:

You must provide pay the general taxes on the property for 1994 and 1995 in the estimated amount of \$840.35, plus interest and penalty and provide a copy of the paid tax receipt; and obtain hazard insurance coverage on the property and provide a copy of a hazard insurance policy.

- (h) The following is a statement of other payments, charges, fees and costs (or, where indicated, an estimate thereof) to cure the default:

ITEM	AMOUNT
1. Cost of Title Report	\$ 272.85
2. Service/posting of Notices	0.00
3. Copying/postage	35.00
4. Attorney's fee	550.00
5. Long distance phone charges	15.00
6. Recording Fees	25.00
7. Publication (estimated)	0.00
TOTAL	\$ 897.85

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$4,521.68, 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 Paul V. Rieke, FOSTER PEPPER & SHEFELMAN at the following address: 1111 Third Avenue, Suite 3400, Seattle, WA 98101

- (i) The person(s) to whom this notice is given have the right to contest the forfeiture, or seek an extension of time to cure the default, or both, by commencing a court action by filing and serving the summons and complaint before the declaration of forfeiture is recorded.
- (j) The person(s) to whom this notice is given 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 entire debt owed under the Contract will be applied to the liens eliminated by the sale and balance, if any, will be paid to the purchaser under the Contract. Upon any request for a public sale, 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 a 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 as provided in the Contract or other agreement as follows:

(l) Additional information:

DATED this 17th day of January, 1996.

FOSTER PEPPER & SHEFELMAN

BY: Paul V. Rieke

Paul V. Rieke
1111 Third Avenue #3400
Seattle, WA 98104
(206) 386-5470

STATE OF WASHINGTON

COUNTY OF KING

On this day personally appeared before me PAUL V. RIEKE, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged 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 17th day of January, 1996.

Rebecca A. Baker
Rebecca A. Baker
NOTARY PUBLIC in and for the State
of Washington, Residing at Algona
My appointment expires: 5/5/99

