

NOTICE OF INTENT TO FORFEIT

REAL ESTATE CONTRACT

127030

Pursuant to RCW 61.30

BOOK 161 PAGE 601

TO: THEODORE A. GOWAN and KRISTEN L. GOWAN
MPO 18 L. Marble Road
Washougal, WA 98671

You are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

1. The name, address and telephone number of the seller and, if any, the seller's agent or attorney giving this notice:

Linda L. Howard fka
Linda L. Phillips
P. O. Box 62862
Fairbanks, AK 99706-0862

Telephone: 907-455-9220

Brian H. Wolfe
Attorney at Law
Blair, Schaefer, Hutchison
& Wolfe, L.L.P.
1014 Franklin Street
P.O. Box 1148
Vancouver, Wa 98666-1148

Telephone: 206-693-5883

2. A description of the contract:

Real Estate Contract dated September 19, 1991, executed by Linda L. Phillips, a single person, as seller, and Theodore A. Gowan aka Theodore A. Manfroid, Jr. and Kristen L. Gowan aka Kristen L. Mawhirter & Kristin Pearson, husband and wife, as purchaser, which contract or a memorandum thereof was recorded on October 2, 1991, under Auditor's No. 112197, found in Book 125, page 292, records of the Auditor of Skamania County, Washington.

3. The legal description of the property:

See legal description attached hereto as Exhibit "A" and by reference made a part hereof.

4. A description of each default under the contract on which this notice is based:

- A. Failure to pay the following past due items, the amounts and an itemization for which are given in paragraphs 7 and 8 below:

1 - NOTICE OF INTENT TO FORFEIT

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Blair Schaefer*
Hutchison & Wolfe
Dec 31 1 31 PM '96

O. Lawry
AUDITOR
GARY H. OLSON

Searched ☒
Indexed, Dir ☒
Indirect ☒
Filmed ☒
Mailed ☒

1-5-9-200

(1) Failure to enter into an agreement establishing new monthly payments following balloon payment made December 7, 1992.

(2) Failure to pay interest payments or monthly payments for January 1993 through December 1993 and the months of March, May, June, July, August, September, October, November and December, 1994; and the months of May and December, 1995; and the months of March, October, November and December, 1996.

B. Other defaults:

(1) Failure to pay accrued interest upon demand.

(2) Failure to pay real property taxes for calendar years 1993, 1994, 1995, and 1996.

(3) Failure to have property fully insured and/or failure to insure Seller's interest.

5. Failure to cure all of the defaults listed in paragraphs 7 and 8 below on or before March 31, 1997, will result in a declaration of forfeiture of the contract.

6. The forfeiture of the contract will result in the following:

- A. 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 shall be terminated;
- B. The purchaser's rights under the contract shall be cancelled;
- 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 the purchaser's right 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 persons claiming through the purchaser or 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 within ten (10) days of the recording of the Declaration of Forfeiture on.

7. The following is a statement of payments of money in default (or, where indicated, an estimate thereof) and, for any default not involving the failure to pay money, the action(s) required to cure the default:

A. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
(1) Unpaid payments listed in paragraph 4A(2)	\$25,836.50
(2) Accrued interest from 12/16/92 to 10/1/94	\$13,939.88
(3) Unpaid accrued interest in addition to monthly payments Plus interest at \$28.48 per diem after December 1, 1996	\$ 200.62
(4) Unpaid late charges 1/93 through 9/94	\$ 363.30
Total:	\$40,340.30

B. Action(s) required to cure any non-monetary default:

- (1) Agree to adjusted principal balance and monthly payments of \$956.91.
- (2) Payment of all outstanding real property taxes and penalties. (93-\$1,532.18; 94-\$1,514.93; 95-\$1,925.26 and 96-\$1,802.01)
- (3) Proof of insurance on buildings and/or showing Seller as "named insured."

8. The following is a statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
A. Cost of title report	\$ 591.80
B. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 75.00
C. Copying/postage	\$ 45.00
D. Attorney's fee	\$1,600.00
E. Long distance phone charges	\$ 50.00
F. Recording fees	\$ 20.00
Total:	\$2,381.80

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The total amount necessary to cure the default is the sum of amounts in paragraphs 7 and 8, which is \$42,580.30, plus any accrued interest and late charges which fall due after the date of this Notice of Intent to Forfeit Real Estate Contract and on or prior to the date the default is cured. Monies required to cure the default may be tendered to:

Brian H. Wolfe
Blair, Schaefer, Hutchison & Wolfe, L.L.P.
1014 Franklin Street
P. O. Box 1148
Vancouver, WA 98666-1148

9. 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 a summons and complaint before the declaration of forfeiture is recorded.

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

10. The person to whom this notice is given may have a right to request a court to order a public sale of the property. Such a 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 a summons and complaint before the declaration of forfeiture is recorded.
11. The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.
12. This Notice of Intent to Forfeit Real Estate Contract supersedes any Notice of Intent to Forfeit Real Estate Contract which was previously given under this contract and which deals with the same defaults.

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DATED this December 23, 1996.

Brian H. Wolfe

Brian H. Wolfe
Attorney for Linda L. Howard, Seller

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that Brian H. Wolfe signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: December 23, 1996

Bonnie L. Marchuk
Notary Public
My Appointment Expires: 9-24-99

BONNIE L. MARCHUK
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
SEPTEMBER 24, 1999

EXHIBIT "A"

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A tract of land located in the Northeast quarter of the Northeast quarter of Section 19, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania and State of Washington, described as follows:

Beginning at the Northeast corner of said Section 19, (also the Northeast corner of the One Acre Cemetery Tract mentioned in the Lizzie Mintener Deed, Volume F, Page 270 of Skamania County Deed Records) thence West along the North boundary of said Section 19, 208.7 feet to the True Point of Beginning of the following described tract; thence South along the West boundary of said Cemetery Tract 208.7 feet to the North boundary of a tract of land described in Volume X, Page 498; thence West 417.4 feet to the corner of the tract in said Volume X; thence North 208.7 feet to the Northwest corner of tract in said Volume X, being also the North boundary of said Section 19; thence East 417.4 feet to the Point of Beginning. EXCEPTING THEREFROM that portion conveyed to Mt. Pleasant Grange No. 194 by deed Recorded April 25, 1912 in Book N, Page 530, Skamania County Deed Records.

Gary H. Martin, Skamania County Assessor
Date 12-31-76 Parcel # 1-5-19-200
(initials)