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BOOK 164 PAGE 488

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

APR 16 4 46 PM '97

O. Garry
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Kielpinski & Associates, P.C.
P.O. Box 510
Stevenson WA 98648
(509) 427-5665

Document Title(s) or transactions contained therein:

Amended Notice of Intent to Forfeit Real Estate Contract

Grantor(s): [Last name first, then first name and initials]

Goulet, Michael and Robin (Purchaser being forfeited)

Grantee(s): [Last name first, then first name and initials]

Nielsen, Jack and Sandra (Seller declaring a Forfeiture)

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4/4]

Lot 2 of the Evergreen Short Plat, Recorded in Book 3 of Short Plats, Page 121, Skamania County Records.

o Complete legal description is on page 6 of document

Reference Number(s) of Documents Assigned or Released:
[Bk/Pg/And#]

-Amending Vol 164 Pg 311 AF 127839 4/10/97

-Book 143, Page 250, File No. 119471 (Real Estate Contract)

Assessor's Property Tax Parcel/Account Number(s):

03-09-14-2-0-1100

Sup. Notes
Indexed, Dir.
Indirect
Indexed
Filed

2-9-14-2-1100
4-16-97

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

TO: Michael and Robin Goulet Michael and Robin Goulet
542 NE 3rd 3741 Cook-Underwood Rd.
Canby, Or 97013 Cook, WA 98605

AND TO: All RCW 61.30.040 Notice Persons

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 May 13, 1994 by Jack George Nielsen and Sandra Elaine Nielsen as Seller, providing for the sale to Michael L. Goulet and Robin Goulet as Purchaser, of the following-described real property situate in Skamania County, Washington:

SEE ATTACHED EXHIBIT "A"

The Contract was recorded under Auditor's No. 119471, records of Skamania County, Washington.

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

- (a) Failure to make monthly installment payments when due;
- (b) Failure to pay real estate property taxes when due;
- (c) Failure to pay property insurance when due.

4. The contract will be forfeited on July 18, 1997 if all defaults are not cured by that date.

5. 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.

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

Payments for November 1996 through March 1997 @ \$606.17/month (5 months)	\$ 3,030.85
Late charges on monthly payments @ \$30.30/month (5 months)	151.50
Past due real estate taxes and fire patrol for 2 nd half 1994, 1995 and 1996 (plus additional penalties and interest through date of payment)	1,691.38

Reinstatement of Property Insurance (Payment made for month of March, 1997 @ \$60/month)	60.00
Late charge on property insurance premiums paid @ \$3/month	3.00

TOTAL AMOUNT PAST DUE:	\$ 4,936.73
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7. 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	\$ 358.45
Postage	4.00
Photocopies	6.00
Service of Process	
Telephone Charges	5.00
Recording Fees	14.00
Attorney Fees	750.00
Other	

TOTAL ADDITIONAL COSTS:	\$ 1,137.45
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8. THE ESTIMATED AMOUNT NECESSARY TO REINSTATE YOUR CONTRACT AT THIS TIME IS \$6,074.18, being the total of paragraphs (6) and (7). However, because some of the items can only be estimated at this time and because the amount needed to reinstate your contract may include presently unknown expenditures required to preserve the property or to comply with state or local laws, it will be necessary for you to contact the undersigned prior to the time you tender payment so that you may be advised of the exact amount you will be required to pay. REGULAR MONTHLY INSTALLMENT PAYMENTS, THE MONTHLY PREMIUM FOR PROPERTY INSURANCE, APPLICABLE LATE CHARGES, AND PENALTIES AND INTEREST ON PAST DUE TAXES WILL CONTINUE TO ACCRUE PENDING RECORDING OF THE DECLARATION OF FORFEITURE. THE FIRST HALF REAL PROPERTY TAXES AND FIRE PATROL FOR 1997, IN THE SUM OF \$355.93, WILL ALSO BECOME DUE ON APRIL 30, 1997.

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

10. 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.

11. 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 16th day of April, 1997.

SELLER:

Jack and Sandra Nielsen
Address:
41 Jessup Rd.
Cook, WA 98605

Phone: (509) 538-2398

ATTORNEY FOR SELLER:

Jan C. Kielpinski WSB # 3716
KIELPINSKI & ASSOCIATES, P.C.
P.O. Box 510
(40 Cascade Ave., Suite 110)
Stevenson WA 98648
(509) 427-5665

OTHER PARTIES ENTITLED TO NOTICE PURSUANT TO RCW 61.30.040:
Party or Parties in Possession (None)

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)
County of Skamania)

I certify that on the 16th day of April, 1997, I served the foregoing Notice of Intent to Forfeit Real Estate Contract pursuant to RCW 61.30.050 by depositing true copies thereof in the U.S. mails at Stevenson, Washington, in sealed envelopes, with postage paid, one copy of regular mail and one copy by Certified, Return Receipt mail, directed as follows:

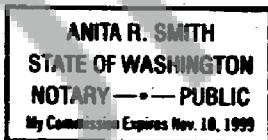
Michael and Robin Goulet
542 NE 3rd
Canby, Or 97013

Michael and Robin Goulet
3741 Cook-Underwood Rd.
Cook, WA 98605

KIELPINSKI & ASSOCIATES, P.C.

Marni McKenzie
Marni McKenzie
Legal Secretary

SIGNED and sworn to before me this 16th day of April, 1997
by Marni McKenzie.



Anita R. Smith
ANITA R. SMITH,
NOTARY PUBLIC in and for
the State of Washington
Commission expires: 11/10/99

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EXHIBIT "A"

A tract of land in the Southeast quarter of the Northwest quarter of Section 14, Township 3 North, Range 9 East of the Willamette Meridian, Skamania County, State of Washington, described as follows:

Lot 2 of the Carl Nielsen short Plat, recorded in Book 3 of short Plats, Page 121, Skamania County records.

SUBJECT TO: Rights of others thereto entitles in and to the continued uninterrupted flow of Squaw Creek, and rights of upper and lower riparian owners in and to the use of the waters and the natural flow thereof; Any adverse claim based upon the assertion that Squaw Creek has moved; Preservation of the right of way over the North 20 feet and one half of the water rights including the terms and provisions thereof, recorded December 1, 1911, in Book N, Page 377; Easement for pipeline, recorded August 13, 1937, in Book Z, Page 382; Easement as shown on the recorded Short Plats.