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Return Address:

Shawn R. MacPherson 430 NE Everett Street Camas, WA 98607

RUCK 165, PAGE 202

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Mar 12, 4 22 PH 197 AUDITOR GARY H. OLSON

## NOTICE OF INTENT TO FORFEIT PURSUANT TO CHAPTER 61.30, REVISED CODE OF WASHINGTON

Grantor (Sellers):

Richard W. London and Betty B. London, Trustees, Richard W.

and Betty B. London Living Trust

Bradley J. London and Terri A. London

Grantee (Buyers):

Robert T. Bievere and Joanne R. Bievere Legal Descrip. (abbrev.):

Portion W 1/2 SW 1/4 of Sec. 5, T1N, R5E, W.M., in

Skamania County, Washington, Book 79, Page 831, Auditor's File No. 92600 (see pg. 2, this document)

Tax Parcel ID #:

01-05-05-0-0-0600

: TO: ROBERT T. BIEVERE JOANNE R. BIEVERE P.O. Box 777 Madisonville, LA 70447

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 of Seller's attorney giving this notice is as follows:

## **SELLER**

Richard W. London and Betty B. London, Trustees or their Successors in Trust under the Richard W. and Betty B. London Living Trust 38713 NE Washougal River Road Washougal, WA 98671 (360) 837-3462

Bradley J. London and Terri A. London 33506 N.E. Washougal River Road Washougal, WA 98671 (360) 835-3636

## SELLERS' ATTORNEY

Shawn R. MacPherson Attorney at Law 430 NE Everett Street Camas, WA 98607 (360) 834-4611

2. Description of the Contract: The Real Estate Contract referred to herein is dated June 4, 1981, and was executed by Richard W. London and Betty B. London, husband and wife, and Bradley J. London and Terri A. London, husband and wife, as Seller, and Robert T. Bievere and Joanne R. Bievere, husband and wife, as Purchaser. Said contract was recorded on June 16,

1981, in Book 79, Page 831, Auditor's File No. 92600, Skamania County Deed Records.

3. The property which is the subject of the contract is described as follows:

A portion of the West Half of the Southwest Quarter of Section 5, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the West Line of said West Half of the Southwest Quarter, North 00 degrees 46' 52" East 1164.82 feet from the Southwest corner thereof; thence South 89 degrees 13' 08" East 300.00 feet to the true point of beginning; thence North 00 degrees 46' 52" East Parallel with said West Line of the West Half of the Southwest Quarter 1474.91 feet to the North line of said West Half of the Southwest Quarter; thence South 89 degrees 18' 09" East along said North line 249.57 feet; thence South 04 degrees 20' 50" East, 1235.44 feet; thence South 00 degrees 46' 52" West Parallel with the West line of the said West Half of the Southwest Quarter 244.79 feet; thence North 89 degrees 13' 08" West 360 feet to the true point of beginning.

- 4. The defaults under the contract upon which this notice is based are as follows:
  - Failure to pay remaining balance owed on monthly installment for the month of February, 1997:

\$ 200.00

 Failure to pay monthly installment of \$400.00 in the months of March—May, 1997;

\$1,200.00

c. Failure to pay, when due, real property taxes levied and assessed against the subject real property in the following amount:

1996 - \$562.09, plus penalty and interest: 1997 - \$461.38, penalty and interest:

\$ 563.09 \$ 461.38

d. Failure to pay, when due, fire patrol levies assessed against the subject real property as follows:

1996 - \$15.40, plus penalty and interest: 1997 - \$15.44, plus penalty and interest:

\$ 15.40 \$ 15.44

5. If all items of default are not cured by August 15, 1997, as hereinafter provided, the aforedescribed Real Estate Contract will be forfeited.

- 6. The forfeiture of the contract will result in the following:
  - 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 Seller's interest in the property shall be terminated;
  - b. The Purchaser's rights under the contract shall be canceled;
  - All sums previously paid under the contract shall belong to and be retained by the Seller or other persons to whom paid and entitled thereto;
  - All of the Purchaser's rights and all improvements made to the property shall belong to the Seller; and

- e. The Purchaser and all of the persons occupying the property whose interests are forfeited shall be re-quired to surrender possession of the property, to the Seller ten (10) days after the Declaration of Forfeiture is recorded.
- 7. The following is an itemized statement of all payments of money in default, and for defaults not involving the failure to pay money, a statement of the action required to cure the default:

a.	Failure to pay remaining balance on February 1997 monthly installment:	S	200.00
b.	Failure to pay monthly installments of \$400.00 for the months of March, April and May 1997:	SI	,200.00
<b>c.</b> .	Failure to pay 1996 real property taxes, plus interest and penalties:	\$	563.09
d.	Failure to pay 1997 real property taxes, plus interest and penalties:	\$	461.38
e.	Failure to pay 1996 fire patrol levies:	S	15.40
f.	Failure to pay 1997 fire patrol levies:	\$	15.44

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

a.	Recording of Notice of Intent to Forfeit (Estimated)	\$	11.00
b.	Service of Notice of Intent to Forfeit (Estimated)	S	20.00
c.	Copying and Postage (Estimated)	\$	20.00
d.	Attorney's Fees	\$	750.00
е.	Contract Forfeiture Guarantee	\$	197.95

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$2,455.31, plus payment of charges, fees and costs of \$998.95, plus the amount of any payments and taxes 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 this default must be tendered to Shawn R. MacPherson, Attorney at Law, at the following address: 430 NE Everett Street, Carnas, Washington 98607.

- 10. Any 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.
- 11. Any 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 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

Notice of Intent to Forfeit

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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.

12. The Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given. Such Declaration of Forfeiture will be given on or after August 15, 1997.

DATED this 5 H day of May, 1997.

Shawn R. MacPherson, Attorney for Seller.

STATE OF WASHINGTON ) ) ss. **COUNTY OF CLARK** 

On this day personally appeared before me SHAWN R. MacPHERSON, 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

day of May, 1997.

Notary Public in and for the State of Washington, Residing at

My appointment expires: 10/5/60