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BOOK 167 PAGE 613  
FILED FOR RECORD  
SKAGHANIA CO. WASH  
BY John P. Hagensen  
Jul 29 3 00 PM '97  
GARY M. OLSON  
AUDITOR

NOTICE OF INTENT TO FORFEIT PURSUANT TO THE  
REVISED CODE OF WASHINGTON CHAPTER 61.30

Reference numbers of related documents:  
on page 3 of document

Grantor(s):

1. McGuire, Stella L.

Grantee(s):

1. Daniel Lomax aka Dan Lomax
2. Deborah Lomax

Legal Description:

1. A. Parcel I: Section 30, Township 2, Range 5  
B. Parcel II: Lot 2, Section 30, Township 2, Range 5  
C. Parcel III: Lot 2, Section 30, Township 2, Range 5
2. Additional legal description is on page 7 of document

Gary M. Morin, Skagit County Auditor

Date 7-29-97 Parcel # 25-30-1001

Assessor's Property Tax Parcel Account Number(s): 02 05 30 00 1001 00

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NOTICE OF INTENT TO FORFEIT PURSUANT TO  
THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO: DANIEL LOMAX AKA DAN LOMAX      DEBORAH LOMAX  
MP 13 McGuire Road      MP 13 McGuire Road  
Washougal, Washington 98671      Washougal, Washington 98671

OCCUPANT      JOHN C. NICHOLS  
MP 13 McGuire Road      10017 NE 13th Avenue  
Washougal, Washington 98671      Vancouver, Washington 98686

WESTERN COLLECTION BUREAU      SCOTT NIMES  
5512 NE 109th Court Suite J      151 McGuire Road  
Vancouver, Washington 98662      Washougal, Washington 98671

JANE DOE NIMES      KAREN GUTHRIE  
151 McGuire Road      151 McGuire Road  
Washougal, Washington 98671      Washougal, Washington 98671

JOHN DOE GUTHRIE      SEAN E. KEARNS  
151 McGuire Road      MP 13 McGuire Road  
Washougal, Washington 98671      Washougal, Washington 98671

YOU ARE HEREBY NOTIFIED that the Real Estate Contract described below is in default,  
and you are provided the following information with respect to:

1. The name, address and telephone number of the Seller and of Seller's attorney giving  
this notice is as follows:

SELLER

Stella L. McGuire  
16745 SE Division, Space 128  
Portland, Oregon 97236  
(503)760-2318

SELLER'S ATTORNEY

John P. Hagensen  
Attorney at Law  
335 N.E. Fifth Avenue  
Camas, Washington 98607  
(360) 834-3502

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2. Description of the Contract: The Real Estate Contract referred to herein is dated October 20, 1988, executed by Stella McGuire, a single woman, as Seller, and John C. Nichols, a single man, as Purchaser. Said contract was recorded on October 20, 1988, under Auditor's File No. 106010, records of Skamania County, Washington.

Seller's interest in said contract has apparently been assigned by Mesnes assignment of the Vendees interest the last which was to Scott Himes and Karen Guthrie as to 80% and David Lomax, a single person, as to 20% recorded November 21, 1996 in Book 160, Page 920.

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

Attached as Exhibit A.

4. The default under the contract upon which this notice is based are as follows:

Failure to pay, when due, property taxes levied and assessed against the subject real property along with penalties and interest in the following amounts:

Taxes through first half 1997	\$596.78
Total Taxes	\$596.78

5. If all items of default are not cured by October 31, 1997, the aforescribed Real Estate Contract will be forfeited.

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 person 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 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 of the Purchaser's rights and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
- e. The Purchaser and all of the persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is a statement of the payments of money in default. There are no defaults not involving the failure to pay money:

Failure to pay first half 1997 property taxes, plus interest and penalties.	\$ 596.78
Total delinquent payments	\$ 596.78

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):	\$ 15.00
b. Service and/or posting of Notice of Intent to Forfeit (estimated):	\$ 30.00
c. Copying and postage (estimated):	\$ 72.00
d. Attorney's fees:	\$ 650.00
e. Title Report:	\$ 224.70
f. Publication costs (estimated):	-0-
Total Fees	\$ 991.70

9. The total amount necessary to cure the defaults regarding the payment of money is the sum of the delinquent property taxes in the amount of \$596.78, plus payment of charges, fees and costs of \$991.70, with a total amount due of \$1,588.48, plus the amount of any payments, late charges 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.



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Monies required to cure this default must be tendered to John P. Hagensen, Attorney at Law, at the following address: 335 N.E. Fifth Avenue, Camas, Washington, 98607. Any funds tendered must be in the form of cash, cashier's check, or certified check payable to John P. Hagensen, Attorney at Law.

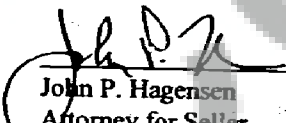
10. Any person to whom this notice is given may have the right to contest the forfeiture, or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before the Declaration 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 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. Seller authorized undersigned attorney to proceed with a contract forfeiture action on July 7, 1997, as Purchaser, or his assigns, had not made any payments since November 21, 1996, and was in default for eight (8) months plus applicable late fees. The Declaration of Forfeiture was prepared and a Litigation Guarantee was ordered from Skamania County Title Company, effective July 11, 1997. Seller was notified on July 25, 1997, that Purchaser had paid a total of \$1,503.00 towards these payment arrearages. Seller then amended this Notice of Intent to Forfeit to reflect the fact that payments were brought current on July 25, 1997, but that Skamania County confirmed the fact that the first half property taxes, are past due.

13. 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 October 31, 1997.

DATED this 29th day of July, 1997.

  
John P. Hagensen  
Attorney for Seller

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STATE OF WASHINGTON )  
COUNTY OF CLARK ) ss.

I certify that I know or have satisfactory evidence that JOHN P. HAGENSEN is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 29 day of July, 1997.

BOBBIE L. OXFORD  
STATE OF WASHINGTON  
NOTARY -- PUBLIC  
My Commission Expires 9-26-99

Bobbie L. Oxford  
Notary Public  
My appointment expires: 9-26-99

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EXHIBIT A

Gary H. Martin, Skamania County Assessor

Date 7-29-97 Parcel # 2-5-30-1001

PARCEL I

A parcel of property in the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeast corner of said Southwest Quarter of the Northwest Quarter of Section 30; thence North along the East line of said parcel 471.64 feet; thence West parallel to the South line of said parcel 649.51 feet; thence South parallel to said East line 183.64 feet; thence Southwesterly to a point on the South line of said Southwest Quarter of the Northwest Quarter of Section 30 that is 694.51 feet from the point of beginning; thence East along said South line 694.51 feet to the point of beginning.

PARCEL II

A tract of land in Government Lot 2 in the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at an iron pipe on the North line of the South 1/4th of said Government Lot 2, which point is South 89° 29' 55" East 684.24 feet from the Northwest corner thereof, which is the Northeast corner of the William Thompson Tract recorded October 19, 1988 in Book 111, Page 283, Skamania County Deed Records; thence South to the Northwest corner of Lot 2 of the Stella McGuire Short Plat as recorded in Book 2 of Short Plats, Page 165, Skamania County Records; thence East along the North line of said Lot 2 to the East line of said Government Lot 2; thence North along the East line of said Government Lot 2 a distance of 344.10 feet to an Iron Pipe at the Northeast Corner of the South 1/4th of said Government Lot 2; thence West along said North line to the point of beginning.

PARCEL III

A tract of land in Government Lot 2 in the Southwest Quarter of the Northwest Quarter of Section 30, Township 2 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Commencing at an iron pipe on the North line of the South 1/4th of said Government Lot 2 which is South 89° 29' 55" East 684.24 feet from the Northwest corner thereof which is the Northeast corner of the William Thompson Tract recorded October 19, 1988 in Book 111, Page 283, Skamania County Deed Records; thence South passing through an iron pipe located at the Northwest corner of Lot 2 of the Stella McGuire Short Plat as recorded in Book 2 of Short Plats, Page 165, Skamania County Records, a total distance of 425.00 feet to the true point of beginning of the parcel described herein; thence West 31 feet; thence South parallel with the West line of said short plat Lot 2 a distance of 153.00 feet; thence South 10° 07' 39" West 241.9 feet, more or less, to the South line of said Government Lot 2; thence East along said South line to a point which is 694.52 feet West of the Southeast corner of said short plat Lot 2; thence North 10° 07' 39" East 292.15 feet to an iron pipe on the West line of said short plat Lot 2; thence North to the true point of beginning.