

Return Address:

Linda Matteson
79782 S. Cold Springs Rd
Pendleton, OR 97801

FILED FOR RECORD
STANLEY & CO. WASH
BY Linda Matteson

AUG 29 10 09 AM '97

O'Leary
AUDITOR
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. Notice of Intent to Forfeit	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Matteson, David et ux	
2. Clifford, Scott et ux	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Clifford, Scott et ux	
2. Matteson, David et ux	
3.	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated, i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Cabin Site 14 Northwestern Lake/Pacificorp	
<input type="checkbox"/> Complete legal on page _____ of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
Vol 140 Pg 154 AF 118214 12/13/93	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
43-10-02-0-0-0414-00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> Additional parcel #'s on page _____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON CHAPTER 61.30.070

TO: SCOTT CLIFFORD & ANNA CLIFFORD, husband & wife

P.O. box 2003

White Salmon, WA 98672

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) DAVID & LINDA MATTESON
79782 S. Cold Springs Rd.
Pendleton, OR 97801
(541) 278-2648
- (b) Description of the Contract: Real Estate Contract dated November 15, 1993 executed by DAVID MATTESON & LINDA MATTESON, husband and wife, as Seller, and SCOTT CLIFFORD & ANNA CLIFFORD, husband and wife, as purchaser, which Contract or memorandum thereof was recorded in Skamania County 12/13/93 in book 140 page 154-6 # 118214.
- (C) Legal description of the property: Cabin located on lot 14 of the PacifiCorp land.
- (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:
 - (a) Monthly contract payments and late charges;
 - (b) Property taxes
 - (c) Land lease payments
 - 2. Other defaults: failure to maintain insurance protecting premises for loss due to fire (with extended coverage).
- (E) Failure to cure all of the defaults listed in (g) and (h) on or before November 27, 1997, 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 the 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;
 - 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 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:

<u>Item</u>	<u>Amount</u>
Contract payments	\$4,290.00 which includes late payment penalty
Delinquent property taxes 1996 & 1996	\$565.71 plus interest and penalty accruing after 8/31/97

Delinquent land lease Payments since 1/1/96	\$1,700
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2. Action(s) required to cure any non-monetary;

<u>Default</u>	<u>Action Required</u>
lack of Insurance	Acquire and maintain fire (with extended coverage) insurance as stated in contract.

(H) The following is a statement of other payments, charges, fees and costs to cure the defaults:

<u>Item</u>	<u>Amount</u>
N/A	

The total amount necessary to cure the default is the sum of payments in (g) (1) and (h) which is \$6,555.71, 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 David & Linda Matteson, at the following address: 79782 S. Cold Springs Rd., Pendleton, OR 97801.

(I) The person(s) to whom this Notice is given have the right to contest the forfeiture or to seek an extension of time to cure the default, or both, by commencing a court action and serving summons and Complaint before the Declaration of Forfeiture is recorded.

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

(J) The person(s) to whom this Notice is given has the right to request a court to order a 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 sell over the entire debt owed under the contract will be applied to the liens eliminated by the sale and the balance, if any 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 the 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.

(L) Additional information:

EARLIER NOTICE SUPERSEDED: This notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this contract and which deals with the same defaults.

Dated this 29th day of August 1997.

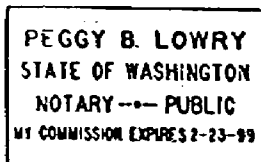
Linda Matteson

Linda Matteson
representing the sellers

On this day personally appeared before me Linda Matteson, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 29th day of August, 1997.

State of Washington)
County of Skamania) ss.



Peggy B. Lowry
Notary Public in and for the State of
Washington residing at Carson.
My Commission Expires: 2/23/99

Unofficial Copy