

129136

BOOK 168 PAGE 811

FILED FOR RECORD
SKAMMIA CO. WASH
BY *James R. Gregg*

SEP 4 1 37 PM '97

O'Leary
AUDITOR

GARY M. OLSON

RETURN ADDRESS:
James R. Gregg
Attorney at Law
P. O. Box 991
Vancouver, WA 98666

Document Title: AMENDED NOTICE OF INTENT TO FORFEIT

Reference Numbers of related documents: Document No. 12297,
Book 151, Page 643, and
Notice of Intent to Forfeit, #129112, Book 168, Page 711

Grantors: Sellers: David L. Wood and Dianne M. Wood, husband and wife

Grantees: Buyers: Mark Maguire and Julianne Maguire, husband and wife

Legal Description: Portion of SW corner of NE quarter;
Section 32, Township 2 N; Range 5 E, WM,
Skamania County, WA

Assessor's Property Tax Parcel/Account Number: 2-5-32-1-400

Gary H. Martin, Starnes County Assessor

Date 9-7-97 Parcel # 2-5-32-1-400

Van

1. 1.000
 2. 1.000
 3. 1.000
 4. 1.000
 5. 1.000
 6. 1.000
 7. 1.000
 8. 1.000
 9. 1.000
 10. 1.000
 11. 1.000
 12. 1.000
 13. 1.000
 14. 1.000
 15. 1.000
 16. 1.000
 17. 1.000
 18. 1.000
 19. 1.000
 20. 1.000
 21. 1.000
 22. 1.000
 23. 1.000
 24. 1.000
 25. 1.000
 26. 1.000
 27. 1.000
 28. 1.000
 29. 1.000
 30. 1.000
 31. 1.000
 32. 1.000
 33. 1.000
 34. 1.000
 35. 1.000
 36. 1.000
 37. 1.000
 38. 1.000
 39. 1.000
 40. 1.000
 41. 1.000
 42. 1.000
 43. 1.000
 44. 1.000
 45. 1.000
 46. 1.000
 47. 1.000
 48. 1.000
 49. 1.000
 50. 1.000
 51. 1.000
 52. 1.000
 53. 1.000
 54. 1.000
 55. 1.000
 56. 1.000
 57. 1.000
 58. 1.000
 59. 1.000
 60. 1.000
 61. 1.000
 62. 1.000
 63. 1.000
 64. 1.000
 65. 1.000
 66. 1.000
 67. 1.000
 68. 1.000
 69. 1.000
 70. 1.000
 71. 1.000
 72. 1.000
 73. 1.000
 74. 1.000
 75. 1.000
 76. 1.000
 77. 1.000
 78. 1.000
 79. 1.000
 80. 1.000
 81. 1.000
 82. 1.000
 83. 1.000
 84. 1.000
 85. 1.000
 86. 1.000
 87. 1.000
 88. 1.000
 89. 1.000
 90. 1.000
 91. 1.000
 92. 1.000
 93. 1.000
 94. 1.000
 95. 1.000
 96. 1.000
 97. 1.000
 98. 1.000
 99. 1.000
 100. 1.000

AMENDED
NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30

TO: MARK MAGUIRE
71 LaBarre Road
Washougal, WA 98671

JULIANNE MAGUIRE
71 LaBarre 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:

- (A) The name, address and telephone number of the seller and the seller's agent or attorney giving the notice:

Seller's Name: David L. Wood and Dianne M. Wood,
husband and wife

Seller's Address: 38815 N. W. Goose Hill Road
Woodland, WA 98674

Seller's Telephone No.: 1 (360) 263-1382

Attorney's Name: James R. Gregg

Attorney's Address: 400 W. 11th Street, P. O. Box 991
Vancouver, WA 98666

Attorney's Telephone No.: 1 (360) 695-1345

- (B) Description of the Contract: Real Estate Contract dated July 18, 1995, executed by David L. Wood and Dianne M. Wood, husband and wife, as Seller, and by Mark Maguire and Julianne Maguire, husband and wife, as Buyer. Memorandum of Land Sale Contract referring thereto was recorded on August 8, 1995, document No. 12297, book 151, page 643, records of Skamania County, Washington.

- (C) Legal description of the property located in Skamania County, State of Washington:

BEGINNING at the Southwest corner of the Northeast quarter of section 32, Township 2 North, Range 5 East of the Willamette Meridian; thence North 483 feet; thence East 770 feet; thence South 483 feet to the quarter section line of said section; thence West along said quarter section line 770 feet to the point of beginning.

Amended
Notice of Intent to Forfeit -1

EXCEPT portion thereof lying Southeasterly of County road conveyed to Gerald Erickson, et ux, by deed recorded in Book 52 of Deeds, page 314, records of Skamania County, Washington.

ALSO EXCEPT that portion thereof conveyed to Skamania County for LaBarre Road by instrument dated May 26, 1964, and recorded under Auditor's File No. 63454, records of Skamania County, Washington.

TOGETHER WITH all appurtenant easements and all water rights granted to or appurtenant to the property, including but not limited to those water rights granted by the State of Washington under Certificate Record No. 10, page No. 4905, dated and recorded October 9, 1952.

(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: monthly payments and late charges.
2. Other Defaults: N/A

(E) Failure to cure all of the defaults listed in (G) and (H) on or before December 10, 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, to the extent elected by 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.
2. The purchaser's rights under the Contract shall be cancelled.
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.

65000C

4. 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.
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 the 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:

Monetary delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly payments in the amount of \$775.00 per month for the months of July and August, 1997:	\$ 1,550.00
Accumulated late charges of \$20.00 per month.	\$ 40.00
Total of G items:	\$ 1,590.00

(H) The following is a statement of other payments, charges, fees and costs (or, where indicated, as estimate thereof) to cure the defaults:

<u>Items</u>	<u>Amount</u>
1. Cost of title report	\$ 602.56
<u>ESTIMATED</u>	
2. Service/posting of Notice of Intent to Forfeit	N/A
3. Copying/Postage	25.00
4. Attorney's Fee	750.00
5. Long distance phone charges	N/A

Amended
Notice of Intent to Forfeit -3

7. Recording Fees

25.00

TOTAL OF H ITEMS:

\$ 1,402.56

The total amount necessary to cure the default is the sum of the amounts in (G) and (H), which is \$ 2,992.56, 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 the following person at the following address:

JAMES R. GREGG, ATTORNEY AT LAW
400 W. 11th Street; P. O. Box 991
VANCOUVER, WA 98666

- (I) The recipient of this notice 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.

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

- (J) 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 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.
- (K) The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given.

Amended
Notice of Intent to Forfeit -4

(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 3rd day of September, 1997.

JAMES R. GREGG / WSBA #1651
Attorney for David L. Wood and
Diane M. Wood, husband and wife
P. O. Box 991
Vancouver, WA 98666
1 (360) 695-1345

STATE OF WASHINGTON)
County of Clark) ss.

I certify that I know or have satisfactory evidence that JAMES R. GREGG is the person who appeared before me and said person acknowledged that he signed this instrument, on oath, stated that he was authorized to execute the instrument and acknowledged it as the attorney for David L. Wood and Dianne M. Wood, to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

DATED: September 3, 1997.

Margaret J. Brown
 NOTARY PUBLIC in and for the
 State of Washington
 Residing at Vancouver
 My Commission expires: 10-15-2000



Amended
Notice of Intent to Forfeit -5