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BOOK 169 PAGE 70 FILED FOR RECORD SKAMANIA CO. WASH BY REMCO

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AUDITOR

GARY H. OLSON

When recorded return to:

Real Estate Management Corp. P.O. Box 2116 Mount Vernon, WA 98273

DOCUMENT TITLE: REFERENCE NUMBER OF RELATED DOCUMENT:

**GRANTOR: GRANTEE:** 

ABBREVIATED LEGAL DESC.: ASSESSOR'S TAX PARCEL NO.: NOTICE OF INTENT TO FORFEIT

113218 (REAL ESTATE CONTRACT)

SECURITY INVESTORS, INC.

JAMES, JONATHAN D., and JAMES, GEORGIA R.

Lot 1, Stanley Wright Short Plat, Bk 2, Page 155, of Plats

02-05-30-0-0-1520-00

## NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON **CHAPTER 61.30.070** 

TO: JONATHAN D. JAMES GEORGIA R. JAMES

C/O LOCTRONICS P.O. BOX 11904

arcel # 2-5-30-1520 9/15/11

PORTLAND, OR 97211

You are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

The name, address and telephone number of the successor to the Seller and the Successor Seller's agent giving the notice:

Seller:

Security Investors, Inc.

1625 So. Burlington Blvd.

Seller's Agent: Real Estate Management Corp.

P.O. Box 2116

Burlington, WA 98233 Mount Vernon, WA 98273 adexed. Lig Indirect blailed

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(b) Description of the Contract: Real Estate Contract dated March 30, 1992, executed by KEVIN D. MASON and ANITA J. MASON, as Sellers, and BRADLEY S. BLACKFORD and MARCIA L. BLACKFORD, as purchasers, which contract was recorded under Auditor's File No. 113218, on April 6, 1992, records of Clark County, Washington.

## (c) Legal Description;

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 2 NORTH, RANGE 5 EAST OF THE WILLAMETTE MERIDIAN IN THE COUNTY OF SKAMANIA AND STATE OF WASHINGTON, DESCRIBED AS FOLLOWS:

LOT 1 OF STANLEY WRIGHT SHORT PLAT, RECORDED IN BOOK 2 OF PLATS, PAGE 155, SKAMANIA COUNTY DEED OF RECORDS.

(d) Description of each default under Contract on which the notice is based:

Failure to pay the following due items, the amounts and an itemization for which are given in (g) and (h) below: Contract payments due the 1st day of the months of July, August and September, 1997.

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before December 11, 1997, will result in forfeiture of the Contract.
- (f) The forfeiture of the Contract will result in the following:
- (1) All right title and interest in the property and of all persons claiming through the purchaser given this notice shall be terminated;
  - (2) The purchaser's rights under the Contract shall be canceled;
- (3) All sums previously paid under this Contract shall belong to and be retained by the Seller of other person to whom paid and entitled thereto;
- (4) All improvements made to and unharvested crops on the property shall belong to the seller; and
- (5) The purchaser and all persons claiming through the purchaser given this notice shall be required to surrender possession of the property, improvements and unharvested crops to the seller on December 11, 1997.
- (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 actions(s) required to cure the default;

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Monetary Delinquencies:

Items:	Amount:
July, 1997, payment July, 1997, late fee August, 1997, payment August, 1997, late fee September, 1997, payment	\$ 481.00 \$ 19.24 \$ 481.00 \$ 19.24 \$ 481.00
TOTAL =	\$1,481.48

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

Amount:

	e minimum.
_	(all estimated
Cost of Title Report	\$ 250.00
Service/posting of Notice	\$ 100.00
Copying/postage	\$ 25.00
Agent's Fees	\$ 750.00
Phone charges	\$ 30.00
Recording fees	\$ 40.00

TOTAL = \$1,195.00

The amount necessary to cure the default is the sum of the amounts in (g) and (h), which is TWO THOUSAND SIX HUNDRED SEVENTY SIX AND 48/100 (\$2,676.48) DOLLARS, 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 Seller, at the following address:

SECURITY INVESTORS, INC. 1625 So. Burlington Blvd. Burlington, WA 9823

(i) The purchaser or any persons claiming through the purchaser 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 by filing and serving the summons and complaint before Declaration of Forfeiture, on or about December 11, 1997.

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 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, applied to the purchaser; the court will require the person who requests the sale

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to deposit the anticipated sale costs with the clerk of the court; and 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.

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

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

DATED this Mth day of September, 1997.

REAL ESTATE MANAGEMENT CORPORATION

P.O. BOX 2116

**MOUNT VERNON, WA 98273** 

STATE OF WASHINGTON )

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, KENT HABERLY, to me known to be the President of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument...

WIFNESS my hand and official seal hereto affixed the day and year first above written.

NOTARY POBLIC in and for the State of Washington, residing at Burlington. My appointment expires 4-1-9

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