

129871

BOOK 171 PAGE 256

FILED FOR RECORD
SEAHAM, CO. WASH
BY Ross R. Rakow

Nov 26 11 58 AM '97

O. Laury
AUDITOR
GARY H. OLSON

AFTER RECORDING MAIL TO:

Name ROSS R. Rakow

Address 117 East Main Street

City/State Goldendale, WA 98620

Document Title(s): (or transactions contained therein)

1. NOTICE OF INTENT TO FORFEIT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. TOL, V. PETER
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. BECKMAN, RICHARD
- 2.
- 3.
- 4.

5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

Section 17, and 20, Township North, Range 17 East, W.M. 6 1/2 T2N R7E

Gary H. Martin, Skamania County Assessor

Date 11/26/97 Parcel # 2-7-20-200
201
-300

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s):

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

Ross R. Rakow
ATTORNEY AT LAW
117 East Main St.
Goldendale, Wa. 98620

NOTICE OF INTENT TO FORFEIT

**Richard Beckman
P. O. Box 873
Stevenson, Wa. 98648**

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 attorney giving the notice:

SELLER(S) NAME ADDRESS AND TELEPHONE NUMBER:

V. Peter Tol
P. O. Box 303
Goldendale, Wa. 98620
Tele: 509-773-4772

ATTORNEY'S NAME ADDRESS AND TELEPHONE NUMBER

Rakow & Hansen	Telephone/ Fax Numbers
Attorneys at Law	509-773-4988
117 East Main Street	509-773-4440
Goldendale, Wa. 98620	Fax # 509-773-3143

(b) Description of Contract:

The subject Real Estate Contract was dated: August 12th, 1994. The subject real Estate Contract was executed by V. Peter Tol as seller and Richard Beckman as purchaser, which Contract or Memorandum thereof recorded under Auditor's file No. 120287, on August 15th, 1994 in the records of the auditor of Skamania County, Washington. Excise tax was paid under Treasurer's #16834. Parcel # 22-7-20-200, 201, & following All as recorded in Book 145 at page 227 et seq.

5/6 2-7-2004

(c) The legal description of the property is as follows:

That portion of the G. W. Johnson D. L. C. in Sections 20 and 17, Township 2 North, Range 7 East, W. M., described as follows:

PARCEL I

Beginning at the Northwest corner of the Said JOHNSON D.L.C.; thence South 17 degrees 30 minutes East 2,327.16 feet to a point on the North bank of Greenleaf Slough; thence North 76 degrees 18 minutes East 81 feet; thence North 80 degrees 23 minutes East 133 feet; thence North 84 degrees 06 minutes East 177 feet; thence North 77 degrees 08 minutes East 357 feet; thence North 71 degrees 22 minutes East 339 feet; thence East 220 feet; thence North 2,220 feet to the North line of the said JOHNSON D.L.C.; thence South 83 degrees West 1,983 feet to the point of beginning; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATION'S electric power transmission lines.

PARCEL II

That portion of the S. M. HAMILTON D.L.C. in Section 20, Township 2 North, Range 7 East, W. M.; lying southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATION'S electric power transmission lines and Northerly of the North line of Primary State Highway No. 8, EXCEPT that portion thereof lying Southerly of the Northerly shore of Greenleaf Slough; AND EXCEPT that portion thereof lying Westerly of Hamilton Creek conveyed to KENNETH C. COLE and LOUISE M. COLE, husband and wife, by deed dated December 13, 1965, and recorded December 15, 1965, at Page 159 of Book 55 of Deeds, under Auditor's File No. 66079, Records of Skamania County, Washington.

PARCEL III

All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East, W. M. in the County of Skamania, State of Washington, lying Northeasterly of the

300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATION'S NO. 1. and 2. BONNEVILLE-VANCOUVER electric power transmission lines.

PARCEL IV.

All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East, W. M. in the County of Skamania, State of Washington, lying Easterly of the center of the channel of Greenleaf Slough, Southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA as aforesaid, and Northerly of the Southerly line of a transmission line easement granted to the UNITED STATES OF AMERICA by deed dated January 19th, 1942, and recorded at page 585 of Book 28 of Deeds, Records of Skamania County, Washington.

PARCEL V.

All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East, W. M. in the County of Skamania, State of Washington, lying Northerly of the center of the channel of Greenleaf Slough.

EXCEPT THAT PORTION CONVEYED TO VERN PETER TOL by instrument recorded in Book 66, Page 439.

- (d) The description of each default under the contract on which this notice is based is as follows:
- i. Failure to pay the following past due items, the amounts and itemization for which are given in (g) and (h) below:

Failure to pay the payment due July 15th, 1997 in the sum of \$25,000.00 plus accrued interest; and

Failure to pay late payment penalty of 125.00;
 - ii. Other Defaults: None

(e) Failure to cure all of the defaults listed below in (g) and (h) and any payments that may hereafter become due and are unpaid on or before February 28th, 1998 will result in the forfeiture of the Contract.

(f) The forfeiture of the Contract will result in the following:

- i. All right, title and interest in the property of the purchaser and of all persons claiming through the purchaser given this notice shall be terminated.
- ii. The purchaser's rights under the Contract shall be cancelled.
- iii. 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.
- iv. All of the purchaser's rights in all improvements made to the property and in unharvested crops and in timber thereon shall belong to the seller.
- v. 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 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:

ITEM	AMOUNT
Payment of the sum due July 15th, 1997	\$ 25,000.00
Late Payment Penalty	\$ 125.00
Total Monetary delinquencies:	\$ 25,125.00

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

Attorneys Fees	\$ 500.00
Postage	\$ 3.50
Recording Notice of Forfeiture	\$ 14.00
Pre-Litigation Title Report	\$ 257.50
Total Costs:	\$ 274.00

2. Action(s) required to cure any non-monetary defaults:
None

The total amount necessary to cure the default is in the sum of the amounts in (g)(1) and (h), which is the sum of \$25,899.00 plus the amount of any payments and interest which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date of default is cured. Moneys required to cure the default may be tendered to attorneys for sellers whose name and address is:

RAKOW & HANSEN,
117 East Main Street,
Goldendale, Wa. 98620

This forfeiture is conducted in compliance with all the requirements of the Real Estate Contract Forfeiture Act, R.C.W. Chapter 61.30. and applicable provisions of the contract.

(i) The purchaser and any person claiming any interest in the purchaser's rights under the contract or in the property who are given the Notice of Intent to Forfeit and the Declaration of Forfeiture have the right to contest the forfeiture, or to seek an extension 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.

(j) The person to whom the notice is given may have the right to request a court to order a public sale of the property: that 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: that 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: that the court will required the person who requests the sale to deposit the anticipated sale costs with the of the court: and that any action to obtain an order for public sale be commenced by filing and serving the summons and complaint before the declaration of forfeiture is recorded.

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(k) The seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, or, if the contract or other agreement requires such notice, the identification of such notice and a statement of to whom, when, and how it is required to be given.

Dated this 24th day of November, 1997.

RAKOW & HANSEN

Ross R. Rakow

Ross R. Rakow
Of Attorneys for Sellers
117 East Main Street
Goldendale, Wa. 98620

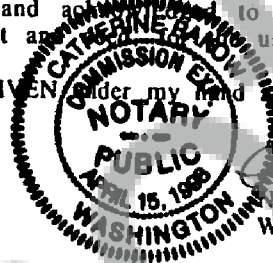
STATE OF WASHINGTON)

ss.

COUNTY OF KLIKITAT)

On this day personally appeared before me Ross R. Rakow, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged to me that he signed the same as his free and voluntary act and uses and purposes therein mentioned.

GIVEN under my hand and official seal this 24th day of November, 1997.



Catherine Hansen
Notary Public in and for the State of
Washington, residing at Goldendale.

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)

ss.

COUNTY OF KLIKITAT)

I, Catherine Rakow, being first duly sworn on oath, depose and say:

I am a citizen of the United States, over the age of 18 years, not a party to the above entitled proceedings, and in all ways competent to be a witness herein.

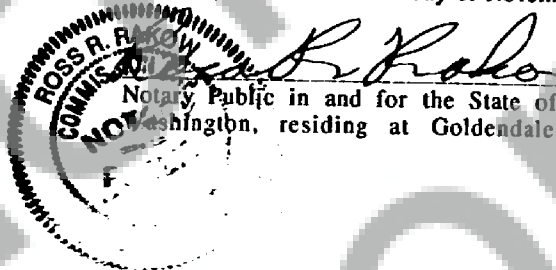
That on this date below written by the notary, at the request of Ross R. Rakow, attorney at law and attorney for the above named sellers I did mail copies of the foregoing Notice of Intent to Forfeit by both regular mail and Certified Mail TO:

Richard Beckman
P. O. Box 873
Stevenson, Wa. 98648

by placing the same in sealed envelopes, properly addressed, postage prepaid and deposited in the United States Mail to each of the persons, parties and/or entities whose names and addresses appear at the top of the first page of the foregoing instrument.


Catherine Rakow

SUBSCRIBED AND SWORN TO BEFORE ME THIS 24th day of November, 1997.



129871

BOOK 171 PAGE 256

FILED FOR RECORD
SKAMANIA CO. WASH
BY Ross R. Rakow

Nov 26 11 58 AM '97

Garry
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name Ross R. Rakow

Address 117 East Main Street

City/State Goldendale, WA 98620

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5. ☐ Additional names on page _____ of document

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Gary H. Martin, Skamania County Assessor

Date 11/26/97 Parcel # 2-7-20-200
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-300

☐ Complete legal description is on page _____ of document

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Moss R. Rakow
ATTORNEY AT LAW

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P. O. Box 303
Goldendale, Wa. 98620

ATTORNEY'S NAME ADDRESS AND TELEPHONE NUMBER

Rakow & Hansen
Attorneys at Law
117 East Main Street
Goldendale, Wa. 98620

Telephone/ Fax Numbers
509-773-4988
509-773-4440
Fax # 509-773-3143

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