

132159

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## Return Address:

Robert K. Leick  
Attorney at Law  
P O Box 247  
Stevenson, WA 98648

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY *Robert Leick*

JUL 13 9 57 AM '90

*G. H. Martin*  
AUDITOR  
GARY H. 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. Leick, Robert K.	
2. Spring, Jack etux	
3. Erwin, Ruby D., Estate of	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Erwin, Ruby D., Estate of	
2.	
3. Spring, Jack etux	
4.	
<input type="checkbox"/> Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
Section 34, Township 2 North, Range 6 E.W.M.	
<input type="checkbox"/> Complete legal on page 6 & 7 of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
Auditor's File No. 97096	
<input type="checkbox"/> Additional numbers on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
<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.	

After Recording Return to:  
ROBERT K. LEICK  
Attorney at Law  
P.O. Box 247  
Stevenson, WA 98648

**NOTICE OF INTENT TO FORFEIT**

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO: JACK ERWIN  
Personal Representative  
Estate of RUBY D. ERWIN  
369 Garrard St. Creek Rd.  
Rochester, WA 98579

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

1. The name, address and telephone number of the sellers and, if any, the sellers' agent or attorney giving the notice:

Sellers Name:

Jack and Melba Spring  
P.O. Box 22  
North Bonneville, WA 98639  
Telephone No. (509) 427-8364

Agent or Attorney's Name:

Robert K. Leick  
P.O. Box 247  
Stevenson, WA 98648  
Telephone No. (509) 427-5011

2. Description of the Contract: Real Estate Contract dated 7th day of February, 1984, executed by Jack and Melba Spring, as sellers, and Ruby D. Erwin, as purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 97096 on February 7, 1984, records of Skamania County, Washington.
3. Legal description of the property:  
(See Exhibit "A" attached hereto and hereby incorporated by reference)
4. Description of each default under the Contract on which the notice is based:

Gary H. Martin, Skamania County Assessor

Date 7/13/98 Parcel # 26-34-100



- a. Failure to pay the following past due items, the amounts and an itemization for which are given in Paragraph 7 below:

February, March, April, May, June and July, 1998 contract payments in the total amount of \$1,540.92.

5. Failure to cure all of the defaults listed in Paragraph 4 as provided in Paragraph 7, on or before October 13, 1998, will result in the forfeiture of the Contract.
6. The forfeiture of the Contract will result in the following:
- a. All right, title and interest in the property of the purchaser, and all persons claiming through the purchaser or whose interests are otherwise subordinate to the Sellers' interest in the property and who are given this notice, shall be terminated;
- b. The Purchaser's rights under the Contract shall be canceled;
- c. All sums previously paid under the Contract shall belong to and be retained by the Sellers or other person to whom paid and entitled thereto;
- d. All of the Purchaser's rights in the improvements made to the property and in unharvested crops and timber thereon shall belong to the Sellers; and
- e. The Purchaser and all other persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements, unharvested crops, and timber to the Sellers ten (10) days after the Declaration of Forfeiture is recorded.
7. 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 required to cure the default:
- a. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Contract Payments for: February, 1998	\$ 256.82

March, 1998	256.82
April, 1998	256.82
May, 1998	256.82
June, 1998	256.82
July, 1998	256.82

TOTAL:	\$1,540.92
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b. Action required to cure any nonmonetary default:

None

8. The following is a statement of other payments, charges, fees and costs to cure (or, when indicated, an estimate thereof) the default:

<u>Item</u>	<u>Amount</u>
a. Cost of Title Report	\$ _____
b. Service/posting of Notice of Intent to Forfeit (estimated)	\$ _____
c. Copying/postage	\$ 5.00
d. Attorney's fees	\$ 350.00
e. Long distance phone charges	\$ 5.00
f. Late charges	\$ _____
g. Recording fees	\$ 13.00
h. [other]	\$ _____
TOTAL:	\$ 373.00

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7a, which is \$1,540.92, plus the amount in Paragraph 8, which is \$373.00, 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. The total amount of monies required to cure the default; i.e. \$1,913.92 may be tendered to Robert K. Leick, Attorney at Law, P.O. Box 247, Stevenson, WA 98648.

9. The person to whom this Notice of Intent to Forfeit is given may 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 before the Declaration of Forfeiture is recorded.

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

10. The person to whom this Notice of Intent to Forfeit 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 sellers' interest in the property. The excess, if any, of the highest bid at the sale over the entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be 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 a summons and complaint before the Declaration of Forfeiture is recorded.

11. The sellers are not required to give any person any other notice of default before the Declaration of Forfeiture which completes the forfeiture is given, except as provided in the Contract or other agreement, as follows: None.
12. If the default is cured after the 7th day of any month subsequent to July 7, 1998, please add an additional \$256.82 payment for each subsequent delinquent payment.
13. EARLIER NOTICE SUPERSEDED: This Notice of Intent to Forfeit supersedes any Notice of Intent to Forfeit which was previously given under this Contract, if any, and which deals with the same defaults.

DATED this 10th day of July, 1998.

ROBERT K. LEICK, WSBA #3432

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

On this 10th day of July, 1998, before me, a Notary Public in and for the State of Washington, personally appeared ROBERT K. LEICK, personally known to me to be the person who executed this

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instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



*Shirley A. Little*  
SHIRLEY A. LITTLE  
Notary Public, State of Washington  
Residing at Stevenson  
My commission expires: 8/17/99

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97096

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November 18, 1977

LEGAL DESCRIPTION FOR SPRINGS

Parcel #5

BEGINNING at a point on the North line of the Northwest quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, 1090.60 feet North  $88^{\circ} 55' 59''$  West from the Northeast corner of said Northwest quarter of Section 34;

thence South  $01^{\circ} 18' 38''$  West parallel to the East line of said Northwest quarter of Section 34, 118.42 feet to a point 1091.11 feet North  $88^{\circ} 55' 59''$  West, and 118.42 feet South  $01^{\circ} 04' 01''$  West from the Northeast corner of said Northwest quarter as measured along the North line of said Northwest quarter and at right angles to said North line;

thence South  $57^{\circ} 56' 35''$  West 920 feet more or less to the center of Duncan Creek;

thence Northwesterly along the center of said creek to the West line of the Northwest quarter of said Section 34;

thence North  $01^{\circ} 30' 03''$  East 260 feet more or less to the Northwest corner of said Northwest quarter of Section 34;

thence South  $88^{\circ} 55' 59''$  1533.80 feet to the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO a 60.00 foot easement for ingress, egress and public utilities, over, under and across the property lying 30.00 feet on each side of the following described centerline:

BEGINNING at a point on the East line of said Northwest quarter of Section 34, South  $01^{\circ} 18' 38''$  West 424.45 feet from the Northeast corner of said Northwest quarter of Section 34;

thence North  $88^{\circ} 49' 40''$  West 769.29 feet;

thence North  $62^{\circ} 06' 04''$  West 182.05 feet;

thence North  $38^{\circ} 27' 37''$  West 72.94 feet;

thence North  $21^{\circ} 46' 51''$  West 156.61 feet;

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thence North  $65^{\circ} 51' 54''$  West 55.79 feet to a point 1091.11 feet North  $88^{\circ} 55' 59''$  West and 118.42 feet South  $01^{\circ} 04' 01''$  West from the Northeast corner of said Northwest quarter of Section 34 as measured along the North line of said Northwest quarter of Section 34 and at right angles to said North line, said point being the end of said 60 foot easement.