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BOOK 193 PAGE 425

Old Standard Life Insurance Company  
601 W 1<sup>st</sup> Avenue  
Spokane, WA 990201  
Attn: Dawn Berry

FILED  
SEP 21 4 28 PM '93  
SKAMANIA CO. TITLE

SEP 21 4 28 PM '93  
GARY H. OLSON

SEP 22 909  
A.P.N. - 01-05-11-1-00100-00

ACCOUNT REFERENCE:

940924/Clemens/LI/DMB

## NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30, ET. SEQ.

To:  
Bruce Clemens and  
'Jane Doe' Clemens  
27721 State Hwy 14  
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:

Real Estate Contract dated January 1, 1996, executed by Walter Alan Mundi, as seller(s), and Bruce Clemens, as purchaser(s), which Contract & a memorandum thereof was recorded on January 16, 1996, under Auditor's File No. 124286, in Book 154, Page 889, records of Skamania County, Washington, which is legally described as follows:

NE 1/4 Sec 11, T1N, R5E  
See Attached Legal Description page 4

The postal address of which it is more commonly known as:

27.72L State Hwy 14  
Washougal, WA 98671

Old Standard Life Insurance Company has acquired the seller's interest in the aforementioned Real Estate Contract through a Deed and Seller's Assignment of Real Estate Contract, dated December 11, 1996, and recorded on February 19, 1997, under Skamania County Auditor's Book 162, Page 713.

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 required to cure the default:

a. Failure to pay the following past due amounts, which are now in arrears:

## Monthly Payment

4 monthly payment(s) at \$ 675.00 each:  
(June 1, 1999 through September 1, 1999) \$ 2,700.00

## Late Charges:

Balance late charges: \$ 250.00

## Insurance:

Insurance Premium:  
(March 5, 1996 through March 5, 2000) \$ 3,156.64

## Misc.:

Inspection Fee \$ 22.50  
Verification and Fax Fee \$ 22.95

TOTAL MONETARY DEFAULTS:

\$ 6,152.09

940924/Clemens/LI/DMB  
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## III

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

Item	
a. Cost of Title Report	\$ 460.10
b. Copying/Postage	\$ 8.00
c. Attorney's fee	\$ 0.00
d. Recording fees	\$ 18.00
e. Telephone charges	\$ 10.00
TOTAL CHARGES, COSTS AND FEES:	\$ 496.10

The total amount necessary to cure the default is the sum of the amounts in II and III above, which is \$6,648.19, 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. In addition, because some of the charges can only be estimated at this time, and because the amount necessary to reinstate may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the undersigned before the time you tender reinstatement so that you may be advised of the exact amount you will be required to pay. Monies required to cure the default must be tendered to Old Standard Life Insurance Company, Attn: Dawn Berry at the following address: 601 W 1<sup>st</sup> Avenue, Spokane, WA 99201, 800 541-0828, ext. 2377.

## IV

Failure to cure all of the defaults listed in II and III on or before 5:00 p.m. ON Friday, December 17, 1999, will result in the forfeiture of the Contract.

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 given this 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 all improvements made to the property and in unharvested crops and timber thereon shall belong to the seller; and
5. The purchaser and all persons occupying the property whose interest are forfeited shall be required to surrender possession of the property, improvements, unharvested crops and timber to the seller on Friday, December 31, 1999.

## V

Any person to whom the notice is given 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.

Any person to whom the notice is given may have the right to request a court to order a public sale of the property. However, 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 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.

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The seller is not required to give any person any other notice of default prior to the Declaration of Forfeiture.

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

DATED this 13 day of September, 1999.

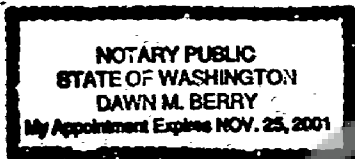
Seller:  
Old Standard Life Insurance Company

Paul V. Carlin III  
Paul V. Carlin III, Associate Corporate Counsel

STATE OF WASHINGTON )  
                                  ) ss.  
County of Spokane )

On this day personally appeared **Paul V. Carlin III** to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 13 day of September, 1999.



Dawn M. Berry  
Notary Public in and for the State of Washington,  
Residing in Spokane.  
My commission expires: 11/25/2001

EXHIBIT A

That portion of the Northeast Quarter of Section 11, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at a point on the North boundary of the North Bank Highway right of way which is South 85° 52' West 195.5 feet from the Northwest corner of the property owned in the year 1923 by School District 9; thence North 38° 03' West 116 feet along the Old Gunther-Gattanini Road; thence North 08° 01' West 150 feet; thence South 81° 59' West 200 feet; thence South 16° 21' East along a creek at a distance of 6 feet from the center of said creek a distance of 100 feet; thence South 32° 01' East continuing along the aforesaid creek 6 feet from its center for a distance of 166 feet to the North boundary of the North Bank Highway right of way; thence North 83° 29' East along said North right of way 170 feet to the point of beginning.

EXCEPT that portion conveyed to the State of Washington by deed recorded November 20, 1925 in Book U, Page 464, records of Skamania County, Washington.