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Return Recorded Instrument to:

Mark F. Stoker
Landerholm, Memovick,
Lansverk & Whitesides, P.S.
PO Box 1086
Vancouver, WA 98666-1086

FILED FOR RECORD
SKAMIA CO. WASH
BY *Mark F. Stoker*

JUL 12 3 59 PM '01

P. Lawry
AUDITOR
GARY M. OLSON

Document Title(s) (or transactions contained therein): NOTICE OF INTENT TO FORFEIT	
Reference Number(s) or Documents assigned or released: BOOK 152, PAGE 240 BOOK 154, PAGE 979 Additional reference numbers on page _____ of document	
Grantor(s) (Last name first, then first name and initials): ZOLLER, PHILLIP T. and ZOLLER, SHERRI L., husband and wife <input type="checkbox"/> Additional names on page _____ of document	
Grantee(s) (Last name first, then first name and initials): ZOLLER, TRACY, and ZOLLER, LORAIN, husband and wife <input type="checkbox"/> Additional names on page _____ of document	
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range): NORTHWESTERN LAKE CABIN SITE NO. 15, NW 1/4 OF SECTION 2, TOWNSHIP 3N, RANGE 10E <input type="checkbox"/> Additional legal is on page _____ of document	
Assessor's Property Tax Parcel/Account Number: 43-10-02-0-0415-00 <input type="checkbox"/> Assessor Tax Number not yet assigne	<i>7-12-01</i> <i>Y</i> RECEIVED JUL 12 2001 CLERK OF COURTS CLERK OF COURTS CLERK OF COURTS CLERK OF COURTS

**NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30**

TO: **PHILLIP T. ZOLLER and SHERRI L. ZOLLER**
PO BOX 1141, LONG BEACH WA 98631
PHILLIP T. ZOLLER and SHERRI L. ZOLLER
38 NW LAKE ROAD, WHITE SALMON WA 98672

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, if any, the seller's agent or attorney giving the notice:

Sellers' Name:	Tracy and Lorraine Zoller
Sellers' Address:	P.O. Box 322 Klickitat, WA 98628
Sellers' Telephone No.:	(509) 369-2437
Attorney's Name:	Mark F. Stoker LANDERHOLM, MEMOVICH, LANSVERK & WHITESIDES, P.S.
Attorney's Address:	915 Broadway, Suite 300 P. O. Box 1086 Vancouver, WA 98566-1086
Attorney's Telephone No.:	(360) 696-3312

- (B) Description of the Contract: Real Estate Contract dated August 24, 1995, executed by Tracy Zoller and Lorraine Zoller, Husband and Wife, as seller, and Phillip T. Zoller and Sherri L. Zoller, Husband and Wife, as purchaser, which Contract or a memorandum thereof was recorded under Book No. 152, Page 240, on September 6, 1995, records of Skamania County, Washington, and amended by document dated January 18, 1996, and recorded under Book No. 154, Page 979, records of Skamania County, Washington.

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

The improvements and fixtures located on Northwestern Lake Cabin Site No.

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15 (PD-13-WA-257) in the NW 1/4 of Section 2, Township 3N, Range 10E

(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:

A) Monthly Payment due May 1, 2001	\$485.16
Monthly Payment due June 1, 2001	\$485.16
Monthly Payment due July 1, 2001	\$485.16

2. Other defaults:

A) Failure to Pay Real Property Taxes due April 30, 2001 in the amount of \$723.16 plus interest.

B) Failure to keep and maintain the Property in good repair, and the allowing of waste and/or damage to the property including but not limited to the following particulars:

- i) Removal of front deck railings.
- ii) Failure to treat decks.
- iii) Failure to replace front door.
- iv) Damage to interior pine floors, requiring refinish of same.
- v) Water damage to laundry room floor and walls.
- vi) Damage to water well pressure tank.
- vii) Missing facial trim boards on exterior.

C) Breach of Lease with Pacific Power & Light Company by allowing occupants of the Property other than Purchasers.

(E) Failure to cure all of the defaults listed in (G) and (H) on or before October 10, 2001, 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.

NOTICE OF INTENT TO FORFEIT - 2

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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.
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:

1. Monetary delinquencies:

<u>Item</u>	<u>Amount</u>
May 1, 2001 payment	\$ 485.16
June 1, 2001 payment	\$ 485.16
July 1, 2001 payment	\$ 485.16
Real Property taxes	\$ 723.16
	Plus interest
Attorney Fees for prior collection work	\$1,515.00
TOTAL	\$3,693.64

2. Action(s) required to cure any non-monetary default:

1. Repair and/or replace the damage to the Property as specified in Section D (2) above.
2. Evict any occupant of the Property other than Purchaser and cure any default in the Lease with Pacific Power & Light Company.

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

Items	Amount
1. Cost of title report (estimate)	\$ 387.72
2. Service/posting of Notice of Intent to Forfeit (estimated)	\$ 25.00
3. Copying/postage (estimated)	\$ 50.00
4. Attorney's Fee (estimated)	\$ 800.00
5. Long distance phone charges (estimated)	\$ 75.00
6. Late charges (estimated)	\$ 45.00
7. Recording Fees (estimated)	\$ 40.00

TOTAL \$1,422.72

The total amount necessary to cure the default is the sum of the amounts in (G)(1) and (H), which is \$5,116.36, 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:

Mark F. Stoker
Landerholm, Memovich, Lansverk & Whitesides
915 Broadway
Vancouver, WA 98660

- (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

NOTICE OF INTENT TO FORFEIT - 4

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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.
- (L) Additional Information: NONE

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 5 day of July, 2001.


Mark F. Stoker
Of Landerholm, Memovich,
Lansverk & Whitesides, P.S.
Attorneys for Tracy and Lorraine Zoller
P. O. Box 1086
Vancouver, WA 98666-1086
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NOTICE OF INTENT TO FORFEIT - 5

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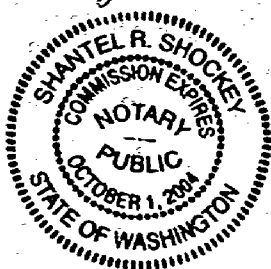
STATE OF WASHINGTON)

County of Clark)

) ss.

I certify that I know or have satisfactory evidence that Mark F. Stoker 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 Tracy and Lorraine Zoller to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: July 5th, 01



Shantel R. Shockey
Notary Public in and for the
State of Washington, residing
at Vancouver
My appointment expires: 10/1/2004

NOTICE OF INTENT TO FORFEIT - 6

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