

142029

BOOK 213 PAGE 537

FILED FOR RECORD  
SKAMANIA CO. WASH.  
BY **SKAMANIA CO. TITLE**

AUG 15 3 52 PM '01

*Garry*  
AUDITOR  
GARY N. OLSON

After Recording Mail to:

Daryl W. Lyman / 7430.80004  
Routh Crabtree Fennell  
PO Box 4143  
Bellevue, WA 98009-4143

Document Title(s): Notice of Intent to Forfeit

Grantor: Jeffery K. Stone and Jacqueline Kitchens

Grantee: Investor Financial, LP

Abbreviated Legal Description as follows: Willamette Meridian North Township 3, section 17, Range 8  
*page 3*

Assessor's Property Tax Parcel/Account Number(s): 03-08-17-4-0-1805-00  
*Lot 3 - 2nd*

Description of the Contract: Real Estate Contract dated July 26, 1999, executed by Jeffery K. Stone and Jacqueline E. Kitchens, as Purchaser, and Timothy J. Waters and Kaeli Waters as Seller, which Contract or a memorandum thereof was recorded under Auditor's File No. 135811, Book 191 Page 717 on July 26, 2001, records of Skamania County, Washington.

*OK*

By	/
Issued to	/
Received	/
Filed	/
Index	/

AFTER RECORDING, RETURN TO:  
Daryl W. Lyman, Esq.  
Routh Crabtree Fennell  
3535 Factoria Blvd SE, Suite 100  
Bellevue, WA 98006

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

TO: Jeffery K. Stone  
PO Box 54  
Carson, WA 98610

Jeffery K. Stone  
41 Dillingham Loop  
Carson, WA 98610

State of Washington  
Dept. of Social and Health Services  
Division of Child Support  
ATTN: Christine O. Grégoire  
Attorney General of Washington  
5411 E. Mill Plain Blvd., Building 3  
Vancouver, WA 98662-0269

Jacqueline E. Kitchens  
PO Box 54  
Carson, WA 98610

Jacqueline E. Kitchens  
41 Dillingham Loop  
Carson, WA 98610

Occupants  
41 Dillingham Loop  
Carson, WA 98601

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

I. The name, address and telephone number of the Seller and, if any, the Seller's agent or attorney giving the notice:

SELLER: Investors Financial, Limited Partnership  
PO Box 8507  
Boise, ID 83707-2507  
(208) 345-4846



SELLER'S AGENT: Daryl W. Lyman  
Attorney at Law  
Routh Crabtree Fennell  
3535 Factoria Blvd. SE, Suite 100  
Bellevue, WA 98006  
(206) 586-1900

II. **Description of the Contract:** Real Estate Contract dated July 26, 1999, executed by Jeffery K. Stone and Jacqueline E. Kitchens, as Purchaser, and Timothy J. Waters and Kaeli Waters as Seller, which Contract or a memorandum thereof was recorded under Auditor's File No. 135811, Book 191 Page 717 on July 26, 2001, records of Skamania County, Washington. The Tax Parcel Number for the subject property is 03-08-17-4-0-1805-00. The Sellers interest in the Contract was subsequently assigned to the current holder, Investors Financial Limited Partnership. The assignment was recorded under Auditor's File No. 139450, Book 203, Page 717 on October 23, 2000, records of Skamania County, Washington.

III. **Legal description of the property:** A Tract of Land in the Southeast quarter of Section 17, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, Described as Follows: Lot 3 of the Short Plat, recorded in Book 3 of Short Plats, Page 185, Skamania County Records.

Together with Mobile Home Vin: 01420FLKC90089, 1979 Marle 14/66

IV. **Description of each default under the Contract on which the notice is based:**

- a. Failure to pay the following past due items, the amounts and an itemization for which are given in paragraph VII below:
- b. Monthly payments in the amount of \$543.69 each for the months of April 2001, through August, 2001.
- c. Other defaults:

Taxes for the year 2000: \$512.33 unpaid plus interest  
Taxes for the year 2001: \$539.93 unpaid plus interest

V. **Failure to cure the default on or before 90 days from the date this note is recorded, will result in the forfeiture of the Contract.**

VI. **The forfeiture of the Contract will result in the following:**

- a. All right, title and interest in the property of the Purchaser and of all persons claiming through the Purchaser or whose interests are otherwise subordinate to the Seller's interest in the property 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 Seller or other person to whom paid and entitled thereto;
- d. All improvements made to the property shall belong to the Seller; and
- e. The Purchaser and all persons claiming through the Purchaser given this notice shall be required to surrender possession of the property and improvements to the Seller 10 days after the declaration of forfeiture is recorded.

VII. 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:

a. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly Payment due April 2001,	\$543.69
Monthly Payment due May 2001,	\$543.69
Monthly Payment due June 2001,	\$543.69
Monthly Payment due July 2001,	\$543.69
Monthly Payment due August 2001,	\$543.69

SUB-TOTAL: \$2,718.45

b. Statement of other payments, charges, fees and costs to cure the default:

<u>Item</u>	<u>Amount</u>
Cost of title report	\$460.10
Service/posting of Notice of Intent to Forfeit (estimated)	\$25.00
Attorney fees	\$650.00
Late charges 5 @ \$27.18	\$135.90
Recording fees (estimated)	\$30.00
Delinquent Taxes plus interest (estimated)	\$1,052.26

SUB-TOTAL: \$2,353.26

- c. The total amount necessary to cure the default is the sum of the amounts in VII (a) and (b), which is \$5,071.71, 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. You must cure the default prior 90 days from date this notice recorded. Monies required to cure the default may be tendered to the following address:

Daryl W. Lyman  
Routh Crabtree Fennell  
3535 Factoria Blvd. SE, Suite 100  
Bellevue, WA 98006

VIII. If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph IV (c) by N/A

a. Actions required to cure any non-monetary default: None

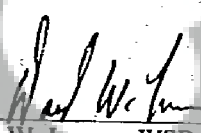
IX. The Purchaser or any person claiming through the Purchaser has the right to contest the forfeiture or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by commencing a court action by filing and serving the summons and complaint before 90 days from date this notice is recorded.

X. The person(s) 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 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 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 90 days from date this notice is recorded.

XI. **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 3<sup>rd</sup> day of August, 2001.

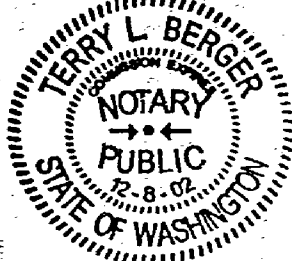
ROUTH CRABTREE FENNELL

By   
Daryl W. Lyman, WSBA #30745  
Agent for Seller

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Daryl W. Lyman is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 3rd day of August, 2001.



*Terry L. Berger*  
Terry L. Berger  
NOTARY PUBLIC in and for the State of  
Washington  
My appointment expires 12/8/2002

**NOTICE**

**Pursuant to the Federal Fair Debt Collection Practices Act: If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:**

1. As of the date of this notice, you owe \$5,071.71. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information write or call:  
  
Routh Crabtree Fennell  
P.O. Box 4143  
Bellevue, WA 98009-4143  
(425) 586-1900
2. The creditor to whom the debt is owed is Investors Financial Limited Partnership.
3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
4. If you notify us in writing within 30 days after receipt of this notice that you dispute the debt or any part of it, we shall obtain verification of the debt and mail it to you.
5. If you request in writing within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.
6. This is an attempt to collect a debt, any information obtained will be used for that purpose.



AFFIDAVIT OF MAILING

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I, Michele Steele under penalty of perjury under the laws of the State of Washington, declare that the following is true and correct:

I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years and not the beneficiary or its successor in interest named in the Notice of Intent to Forfeit.

That on the 3<sup>rd</sup> day of August, I deposited in the mail of the United States, securely sealed in an envelope with the requisite postage thereon to be transmitted by certified mail, return receipt requested and by first class mail, a copy of a Notice of Intent to Forfeit Pursuant to RCW § 61.30 et al., to the following:

Jeffery K. Stone  
PO Box 54  
Carson, WA 98610

Jeffery K. Stone  
41 Dillingham Loop  
Carson, WA 98610

State of Washington  
Dept. of Social and Health Services  
Division of Child Support  
ATTN: Christine O. Grégoire  
Attorney General of Washington  
5411 E. Mill Plain Blvd., Building 3  
Vancouver, WA 98662-0269

Jacqueline E. Kitchens  
PO Box 54  
Carson, WA 98610

Jacqueline E. Kitchens  
41 Dillingham Loop  
Carson, WA 98610

Occupants  
41 Dillingham Loop  
Carson, WA 98601

Dated this 3<sup>rd</sup> day of August, 2001

Signed: Michele Steele  
Michele Steele

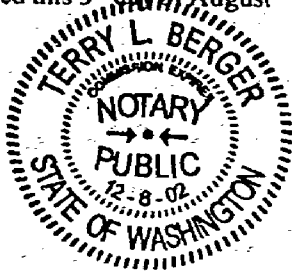
002724

BOOK 213 PAGE 544

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Michele Steele is the person who appeared before me, and said person acknowledged that they signed this instrument and acknowledged it as the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated this 3<sup>rd</sup> day of August



*Terry L. Berger*  
Terry L. Berger  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at *Marysville*  
My appointment expires *12/8/2002*