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BOOK 213 PAGE 765

RETURN ADDRESS:

Ross R. Rakow
Attorney at Law
117 East Main Street
Goldendale, WA 98620

FILED FOR RECORD
SKAMIA CO. WASH
BY *Ross R. Rakow*

AUG 21 10 13 AM '01

Rakow
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein.
Reference Instrument NO: 120287

1. Notice of Intent to Forfeit
- 2.
- 3.
- 4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Tol, V. Peter
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Beckman, Richard
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)
Portions of Section 17 and 20, Township 2 North, Range 7 East
W.M. (see pages 6 & 7)

☐ Additional Names on page _____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional Names on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02072000020000 02072000020000
02072000020000

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional Names 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.

NOTICE OF INTENT TO FORFEIT

TO: RICHARD BECKMAN
P. O. BOX 421
NORTH BONNEVILLE, WA. 98639

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:

(a) The name, address and telephone number of Seller is:

V. PETER TOL
117 EAST MAIN ST.
GOLDENDALE, WA 98620

The name and address and telephone number of Sellers Attorneys is:

Ross R. Rakow
117 East Main St.
Goldendale, WA 98620
509-773-4988

(b) **Description of Contract:**

The subject Real Estate Contract was dated: AUGUST 12TH, 1994;
The subject real Estate Contract was executed by RICHARD BECKMAN, a single man, as purchaser and V. Peter Tol, a single man, which contract or memorandum thereof was recorded under Auditor's file #120287 on August 15th, 1994, records of the auditor of Skamania County, Washington.

Excise tax was paid as shown by Treasurer's receipt # 16834,

(c) The legal description of the property is as set forth on schedule "A" attached:

(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 contract payments totalling \$27,000.00
- ii. Other Defaults

None now known

(e) Failure to cure all of the defaults listed below in (g) and (h) on or before November 18th, 2001 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 purchasers 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 and the action(s) required to cure the default:

1. Monetary delinquencies:

| ITEM | AMOUNT |
|--|-------------|
| Portions of Annual payments for a total of | \$27,000.00 |

2. Action(s) required to cure any non-monetary defaults:
Payment of real property taxes and penalties if any.

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

| | |
|-------------------------|------------|
| Litigation Title Report | \$ 350.00 |
| Attorneys Fees | 750.00 |
| Postage | 4.50 |
| Recording | 14.00 |
| Other Costs | \$1,128.50 |

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 \$28,128.50 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(s) 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 clerk of the court: and that 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, 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.

None

Dated this 2nd day of August, 2001.

RAKOW & HANSEN

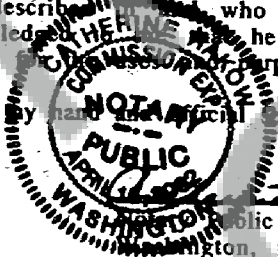
Ross R. Rakow
Ross R. Rakow

STATE OF WASHINGTON)

COUNTY OF KLIKITAT)

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

GIVEN under my hand and official seal this 2nd day of August, 2001.



Ross R. Rakow
Public in and for the State of Washington, residing at Goldendale.

AFFIDAVIT OF MAILING

STATE OF WASHINGTON)

COUNTY OF KLIKITAT)

ss.

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:

TO: RICHARD BECKMAN
P. O. BOX 421
NORTH BONNEVILLE, WA. 98639

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 16th day of AUGUST, 2001.


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

EXHIBIT "A"

PARCEL I

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

Beginning at the Northwest corner of the said JOHNSON D.L.C.; thence South 17 degrees 30' East 2,327.16 feet to a point on the North bank of Greenleaf Slough; thence North 76 degrees 18' East 81 feet; thence North 80 degrees 23' East 133 feet; thence North 84 degrees 06' East 177 feet; thence North 77 degrees 08' East 357 feet; thence North 71 degrees 22' 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 ADMINISTRATIONS'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 of the Willamette Meridian, lying Southerly of the 300 foot strip of land acquired by the UNITED STATES OF AMERICA for the BONNEVILLE POWER ADMINISTRATIONS'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.

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EXHIBIT "A"
Page Two

ORDER NO. 18822 ;

PARCEL III

All that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian 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 ADMINISTRATIONS NO. 1 AND NO. 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 of the Willamette Meridian, 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 19, 1942, and recorded at Page 585 of Book 28 of Deeds, Records of Skamania County, Washington.

PARCEL V

All of that portion of the GEORGE W. JOHNSON D.L.C. in Section 20, Township 2 North, Range 7 East of the Willamette Meridian, 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. and

FURTHER accepting those portions of all of the above described parcels heretofore conveyed in partial satisfaction of the contract of August 12th, 1994.