

143704

After recording return to:
SAM B. GUNN
Attorney at Law
7700 NE 26th Avenue
Vancouver, Washington 98665

BOOK 220 PAGE 396

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BY Sam B. Gunn

FEB 11 3 11 PM '02

J. Laury

J. MICHAEL GARVISON

Title of document: Notice of Intent to Forfeit

Reference Numbers of related documents: 121442, Book 147, Page 865

Grantors: KEVIN D. McCOURT and GLORIA L. McCOURT

Grantees: VARSEL E. WHITNEY, JR., DARLENE M. GAYLIN, and SANDRA A. DIX

Legal description: Southeast quarter of the Southeast quarter of Section 15,
Township 2 North, Range 5 East of the Willamette Meridian

Assessor's Property Tax Parcel Account Number: 02-05-23-2-0-0100-00

NOTICE OF INTENT TO FORFEIT

Pursuant to the Revised Code of Washington
Chapter 61.30.040 and 61.30.070

TO

Gloria L. McCourt
15401 Washougal River Road
Washougal, Washington 98671

Gloria Schilperoort
15401 Washougal River Road
Washougal, Washington 98671

Kevin D. McCourt
15401 Washougal River Road
Washougal, Washington 98671

NOTICE OF INTENT TO FORFEIT - 1
(12543001\C07)

State of Washington
Attorney General
General Services
P. O. Box 40100
Olympia, Washington 98504

State of Washington
Skamania County Clerk
P. O. Box 790
Stevenson, Washington 98648

Mike Gimney
481 Woodard County Road
Skamania, Washington 98648

Master Financial Services
16505-A SE 1st Street, #168
Vancouver, Washington 98684

AND TO : Any and all persons presently occupying the below described real property, commonly known as 15401 Washougal River Road, Skamania County, Washington

AND TO : Any and all persons claiming any right, title or interest in the said real property through the Purchasers.

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

VARSEL E. WHITNEY, JR., DARLENE
M. GAYLIN and SANDRA A. DIX
Sellers
311 NE 126th
Portland, Oregon 97230

SAM B. GUNN
Of Attorneys for Sellers
7700 N.E. 26th Avenue
Vancouver, Washington 98665
360/574-1600

2. Description of the Contract: Real Estate Contract dated November 23, 1994, executed by VARSEL E. WHITNEY, JR., DARLENE M. GAYLIN, and SANDRA A. DIX, as tenants in common, as Seller, and KEVIN D. McCOURT and GLORIA L. McCOURT, as Purchaser, which Contract or a memorandum thereof was recorded under No. 121442, in Book 147, Page 865 on January 11, 1995, records of Skamania County, Washington.

3. Legal description of the property:

That part of Southeast Quarter of the Southeast Quarter of Section 15, Township 2 North, Range 5 East of the Willamette Meridian, described as follows:

Beginning at the Section corner common to Section 14, 15, 22 and 23, Township 2 North, Range 5 East of the Willamette Meridian; thence North 89 degrees 39 minutes 13 seconds West along the Section line between said Sections 15 and 22 a distance of 164.32 feet; thence North 5 degrees 57 minutes 13 seconds West a distance of 159.95 feet; thence South 71 degrees 39 minutes 43 seconds East a distance of 172.44 feet; thence South 41 degrees 16 minutes 13 seconds East a distance of 19.36 feet to a point on the Section line between said Section 14 and 15; thence South 02 degrees 47 minutes 49 seconds East a distance of 91.36 feet to a point of beginning.

EXCEPTING THEREFROM that portion conveyed to Skamania County by Deed recorded November 19, 1974, in Book 67, Page 911, Auditor's File No. 78461. Skamania County Deed Records.

4. 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 paragraphs 7A and 7B below:

Entire balance of principal and interest
which was due on November 30, 2001
for a total of \$26,992.83 plus \$222.00 interest \$27,214.83

B. Other defaults:

Accrued interest from December 1, 2001
to February 10, 2002 of \$532.80 plus
per diem of \$7.40 per day after
February 10, 2002

532.80

TOTAL PRINCIPAL AND INTEREST

\$27,214.83

5. Failure to cure all of the defaults listed in paragraphs 7A, 7B and 7C below and to pay all payments, charges, fees and costs itemized in Paragraph 8, below on or before the 16 day of May, 2002, 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 of all persons claiming through the Purchaser or whose interests are otherwise subordinate to Seller's interest in the property, shall be terminated.

B. The Purchaser's rights under the Contract shall be cancelled.

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 Purchaser's rights in all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller.

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 Seller on the 28 day of May, 2002.

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(s) required to cure the default:

A. Monetary delinquencies payable to Seller:

<u>Item</u>	<u>Amount</u>
(1) Entire sum of principal and interest to November 30, 2001 of \$26,992.83 plus interest of \$222.00	27,214.83
(2) Interest from November 30, 1001 to February 10, 2002 at \$7.40 per day for a total of	532.80
TOTAL:	<u>\$27,747.63</u>

Seller: B. Monetary delinquencies payable to parties other than

<u>Item</u>	<u>Amount</u>
None	0.00
TOTAL:	<u>\$0.00</u>

NONE. C. Actions required to cure any non-monetary defaults:

8. The following is an itemized statement, or a reasonable estimate, where indicated, of all other payments, charges, fees and costs, if any, that are or may be required to cure the defaults:

Attorney fees for telephone conference with client, ordering and reviewing updated title report, preparation, recording and mailing of Notice of Intent to Forfeit and preparation and recording of Notice of Discontinuance of Forfeiture, if default is cured, plus conferences with buyer with respect to any cure or intended cure (estimated)	\$850.00
Litigation Guarantee	0.00

NOTICE OF INTENT TO FORFEIT - 5
(12543001\C07)

Recording fees (estimated)	15.00
Copying (estimated) 50 at 25¢	12.50
Postage (estimated)	15.00
	<u>\$892.50</u>

TOTAL ATTORNEYS FEES AND COSTS (ESTIMATED)

The total estimated amount necessary to cure the defaults is the sum of the amounts in paragraphs 7 and 8 above, which is \$28,640.13, plus the amount of interest, or penalties which have been assessed or fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the defaults are cured.

Moneys required to cure the default, which are payable directly to Seller as required by paragraphs 7 and 8 above, may be tendered to SAM B. GUNN, attorney for Seller, at 7700 N.E. 26th Avenue, Vancouver, Washington 98665-0672.

Actions required in order to cure under paragraph 7C are the following: NONE

9. The person to whom this 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.

10. The person to whom this notice is given, may have the right to request a court to order a public sale of the property, however, such a 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. If a court orders a public sale, 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 court. Any action brought to obtain an order for

public sale must be commenced by filing and service of the summons and complaint before the declaration of forfeiture is recorded on the 17 day of May, 2002.

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

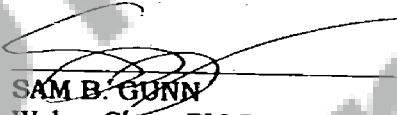
11. The Seller is not required to give the Purchaser or any person any other notice of default before the declaration which completes the forfeiture is given.

12. 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 7 day of February, 2002.


SAM B. GUNN
Weber Gunn PLLC
Attorneys At Law
7700 N.E. 26th Avenue
Vancouver, Washington 98665-0672