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BOOK 226 PAGE 603

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Social Pastor*

JUL 17 10 17 AM '02

J. Michael Garvison
AUDITOR
J. MICHAEL GARVISON

RETURN ADDRESS

Steven M. Sowards
P.O. Box 5
Battle Ground, WA 98604

Please Print neatly or Type information
DOCUMENT TITLE(S)

Notice of Intent to
Forefeit

REFERENCE NUMBER(S) OF RELATED DOCUMENT(S)

No. 135771 filed 7-20-99

Additional Reference #'s on page _____

GRANTOR(S)

Arthur C. Beagle,
Seller

Additional Grantors on page # _____

GRANTEE(S)

James E + Terri L. Wing,
Purchasers

Additional Grantees on page # _____

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter)

Lot 4, Lake View Retreat, Recorded in Bk 3 Pg 333,
Records of Skamania Co

Additional Legal is on page # _____

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

07-05-15-3-3-2007-00

Additional Parcel #'s on page _____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

BOOK 336 PAGE 604

FILED AT THE REQUEST OF:
AFTER RECORDING RETURN TO:

Boyd, Gaffney, Sowards,
McCray & Treosti, PLLC
Attorneys at Law
P.O. Box 5
Battle Ground, Wa. 98604

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30.010 ET SEQ.

TO: JAMES E. WING & TERRI L. WING
4317 Lewis Road
Woodland, Wa. 98674

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:

Arthur C. Beagle

Seller's Attorney:

STEVEN M. SOWARDS
Boyd & Gaffney
711 N.E. First Street
P.O. Box 5
Battle Ground, Wa. 98604
(360) 687-3149

- (b) Description of the Contract: Real Estate Contract dated June 12, 1999, executed by Arthur C. Beagle, as Seller, and , James E. & Terri L. Wing, husband and wife, as Purchaser which contract or a Memorandum thereof was recorded on July 20, 1999, under Auditor's file No. 135771 records of Skamania County, Washington.
- (c) Legal description of property:

Lot 4, LAKE VIEW RETREAT, Recorded in Book 3, Page 333, Records of Skamania County, Washington.
- (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:

Monthly payment due July 1, 2002 in the sum of \$500.00, plus late charge of \$10.00.
 - 2. Other Defaults:

Failure to pay delinquent real property taxes in the sum of \$414.91, plus interest and penalties and failure to provide proof of insurance.
- (e) **FAILURE TO CURE ALL OF THE DEFAULTS LISTED IN (g) AND (h) ON OR BEFORE October 31, 2002, 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 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 improvements made to and unharvested crops on the property shall belong to the Seller; and
 5. The Purchaser 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 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>
Payment due July 1, 2002	\$500.00 , plus \$10.00 late charge
Delinquent real property taxes	\$414.91

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

Proof of Insurance coverage per the aforesaid contract.

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

1. Service/Posting of Notice of Intent to Forfeit (estimated)	\$100.00
2. Copying/Postage (estimated)	\$ 25.00
3. Attorney's Fee (estimated)	\$900.00

4.	Long Distance Phone Charges (estimated)	\$ 20.00
5.	Recording Fees	\$ 55.00
	TOTAL:	\$1,100.00

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), plus the amount of any payments 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 BOYD, GAFFNEY, SOWARDS, McCRAY & TREOSTI, PLLC. Attorneys at Law, at the following address:

711 N. E. First St./Suite 101
P.O. Box 5
Battle Ground, Wa. 98604

- (i) 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, or both, by commencing a Court action before a Declaration of Forfeiture is recorded.

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

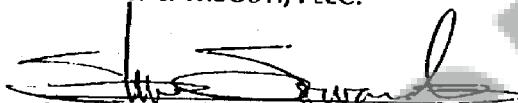
- (j) Any person to whom this notice is given may have the right to request a court to order a public sale of the property, and such public sale will be ordered only if the court finds that the fair market value of the property substantially exceeds the debt owed under the contract and any other liens 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 require the person who requests the sale to deposit the anticipated sales costs with the clerk of the court; and that any action to obtain a 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 of Forfeiture is given.

(i) Additional information:

Dated this 15 day of July, 2002.

BOYD, GAFFNEY, SOWARDS,
MCCRAY & TREOSTI, PLLC.



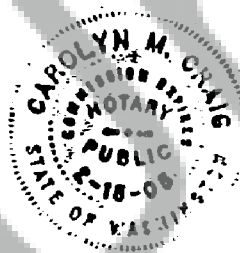
STEVEN M. SOWARDS, WSB# 20815
OF ATTORNEYS FOR SELLER
711 N.E. First St./P.O. Box 5
Battle Ground, Wa. 98604
(360) 687-3149


STATE OF WASHINGTON)

County of Clark : ss.
)

On this day personally appeared before me STEVEN M. SOWARDS Attorney for Seller, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15 day of July, 2002.




NOTARY PUBLIC in and for the
State of Washington
My Commission Expires: 12/18/08