

145587

BOOK 227 PAGE 928

FILED BY RECORDS  
SKAN... WASH  
BY Kenneth B. Woodrich

Return Address:

Kenneth B Woodrich  
PO Box 510  
Stevenson WA 98648

AUG 14 2 13 PM '02

Polary  
AUDITOR  
J. MICHAEL BRIVISON

Document Title(s) or transactions contained herein:  
 Notice of Intent to forfeit

GRANTOR(S) (Last name, first name, middle initial)  
 White, Alvis Wayne et ux  
 Additional names on page \_\_\_\_\_ of document.

GRANTEE(S) (Last name, first name, middle initial)  
 Sams, George A et ux  
 Additional names on page \_\_\_\_\_ of document.

LEGAL DESCRIPTION (Abbreviated i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)  
 SE 1/4 Sec 34 TN R6 EWM  
 Complete legal on page 182 of document.

REFERENCE NUMBER(S) of Documents assigned or released:  
 130677 Recorded 3/3/98 book 173 pg 920  
 Additional numbers on page \_\_\_\_\_ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER  
 08/14/02  
 2-6-39-800  
 Property Tax Parcel ID is not yet assigned  
 Additional parcel numbers 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.

When recorded return to:

Kenneth B. Woodrich  
PO Box 510  
Stevenson, WA 98648

**NOTICE OF INTENT TO FORFEIT  
REAL ESTATE CONTRACT  
RCW 61.30 et seq.**

TO: GEORGE A. SAMS AND ROBIN L. SAMS, husband and wife

1. You and each of you are hereby notified that unless the default(s) hereinafter referred to under the Contract hereinafter referred to are cured on or before the forfeiture date hereinafter referred to, the legal owner of the property described in the Contract will elect to declare a forfeiture of and cancel the Contract.

2. The Contract herein referred to was executed in writing on February 28, 1998 which you assumed from Douglas and Taunya Fluegel by an Assignment and Assumption of Contract and Deed dated March 21, 2000 and recorded March 24, 2000 as Book 197 Page 536 Skamania County Deed Records. The original contract was between Alvis Wayne White and Cheryl Jean White, husband and wife, as Seller, providing for the sale to Doug Fluegel and Taunya Fluegel, husband and wife, as Purchaser, of the following-described real property situate in Skamania County, Washington:

**PARCEL I**

All that parcel of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, lying Northerly of the right of way of Primary State Highway No. 8.

EXCEPT the West 20 feet thereof.

**PARCEL II**

**Notice of Intent to Forfeit**



The West 20 feet of the Northwest Quarter of the Southeast Quarter of Section 34, Township 2 North, Range 6 East of the Willamette Meridian, in the County of Skamania, State of Washington.

EXCEPT that portion conveyed to Sylvan Grange by instrument recorded September 5, 1916 in Book Q, Page 5, Skamania County Deed Records.

A memorandum of the Original Contract was recorded March 3, 1998, in Book 173, Page 920, under Auditor's No. 130677, records of Skamania County, Washington.

3. The default(s) herein referred to consist of the following:

- a. Failure to pay when due the contract payments of \$3,179.31 each due July 1, 2002 and August 1, 2002, for a total of \$6358.62;
- b. failure to pay when due real property taxes in the sum of \$8,977.73 for the payments due for the years 2001 and 2002;
- c. failure to pay personal property taxes in the sum of \$649.68 for the payment due in 2002;
- d. conveyance of a security interest in the subject real estate by Deed of Trust dated March 21, 2000 wherein George A. Sams and Robin L. Sams are grantors Skamania Title Company is trustee, and Skamania Store, Inc. is beneficiary recorded March 24, 2000 as Book 195 and page 544 in Skamania County Deed records.

4. The contract will be forfeited on November 17, 2002 if all defaults are not cured by that date.

5. The effects of forfeiture include, to the extent applicable, that:

- a) All right, title and interest in the property of the purchaser and, to the extent elected by the 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;
- (b) The purchaser's rights under the contract shall be canceled;
- (c) All sums previously paid under the contract shall

**Notice of Intent to Forfeit**

belong to and be retained by the seller or other person to whom paid and entitled thereto;

(d) 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; and

(e) 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 days after the declaration of forfeiture is recorded.

6. In order to cure the default(s), you must pay the following amounts or take the following action:

- a. Pay the contract payments of \$3,179.31 each due July 1, 2002 and August 1, 2002, for a total of \$6358.62, plus any contract payments that become due before you pay;
- b. Pay real property taxes to Skamania County sufficient to bring the real property taxes to a current status;
- c. Pay personal property taxes to Skamania County sufficient to bring the personal property taxes to a current status;
- d. Obtain a Deed of Full Reconveyance reconveying to grantors the Deed of Trust dated March 21, 2000 wherein George A. Sams and Robin L. Sams are grantors Skamania Title Company is trustee, and Skamania Store, Inc. is beneficiary recorded March 24, 2000 as Book 195 and page 544 in Skamania County Deed records.

7. In addition, the following payments, charges, fees and costs must be paid to cure the default(s) if the default(s) are cured before the Declaration of Forfeiture is recorded:

Cost of:	
Title Report	\$0.00 (not ordered)
Postage	\$15.00
Photocopies	\$20.00
Service of Process	\$40.00
Telephone Charges	\$6.00
Recording Fees	\$40.00
Attorney Fees	\$1,200.00
Other	
<b>TOTAL ADDITIONAL COSTS:</b>	<b>\$1,321.00</b>

8. The person to whom this notice is given may have the

**Notice of Intent to Forfeit**




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.

9. 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 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 the declaration of forfeiture is recorded.

10. The Seller is not required to give any person any other notice of default before the declaration which completes the forfeiture is given, except as follows:

DOUGLAS B. FLUEGEL and TAUNYA A. FLUEGEL  
husband and wife

DATED this 13<sup>th</sup> day of August, 2002.

  
Kenneth B. Woodrich  
WSB #19654

SELLER:  
Alvis Wayne White  
and Cheryl Jean White

Address:  
1708-A Avelone Way  
Hood River, OR 97031

Phone: 541-386-7202

ATTORNEY FOR SELLER:

KIELPINSKI & WOODRICH  
P.O. Box 510  
(40 Cascade Ave., Suite 110)  
Stevenson WA 98648  
(509) 427-5665

Notice of Intent to Forfeit

AFFIDAVIT OF MAILING

STATE OF WASHINGTON )  
                                  )  
County of Skamania )

I certify that on the 13<sup>th</sup> day of August, 2002 I served the foregoing Notice of Intent to Forfeit Real Estate Contract pursuant to RCW 61.30.050 by causing a true copy thereof to be personally delivered to:


GEORGE A. SAMS and ROBIN L. SAMS,  
husband and wife  
33001 State Route 14  
Stevenson, WA 98648

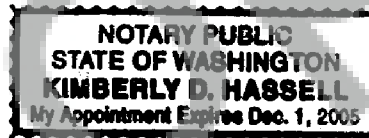
And by depositing true copies thereof in the U.S. mails at Stevenson, Washington, in sealed envelopes, with postage paid, one copy of regular mail and one copy by Certified, Return Receipt mail, directed as follows:

DOUGLAS B. FLUEGEL and TAUNYA A. FLUEGEL  
husband and wife  
PO Box 317  
North Bonneville, WA 98639

  
\_\_\_\_\_

SIGNED and sworn to before me this 13<sup>th</sup> day of August, 2002 by Kenneth Warrick.

  
Print: Kimberly Hassell  
NOTARY PUBLIC in and for  
the State of Washington  
My commission expires 12/01/05



Notice of Intent to Forfeit