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BOOK 239 PAGE 986

Return Address:

Bradley W. Andersen
Schwabe Williamson & Wyatt
1111 Main St. Ste 410
Vancouver WA 98660

FILED
STAFF
BY Bradley W. Andersen

Apr 4 11 25 AM '03

O. Lamy

J. HODGE VISION

Document Title(s) or transactions contained herein:

Notice of Intent To forfeit

GRANTOR(S) (Last name, first name, middle initial)

Gerald Stump

☐ Additional names on page of document.

GRANTEE(S) (Last name, first name, middle initial)

Turner, Ricky

mobile welding, INC

Turner, Karla

☒ Additional names on page 1 of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

NW 1/4 Sec 17, T 3N, R 8E of WM

☒ Complete legal on page 5 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

AF 135812

☐ Additional numbers on page of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

3-8-17-2-181

4-4-03

☐ 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.

After recording return to:

Bradley W. Andersen
Schwabe, Williamson & Wyatt
1111 Main Street, Suite 410
Vancouver, WA 98660

**NOTICE OF INTENT TO FORFEIT
PURSUANT TO THE REVISED CODE OF WASHINGTON
CHAPTER 61.30.070**

TO: Ricky Turner
P.O. Box 746
Carson, Washington 98610

MOBILE WELDING INC.
c/o Tax Options, Inc., Registered Agent
622 NE 2nd Street
Goldendale, Washington 98620

Karla Turner
P.O. Box 515
Carson, Washington 98610

Ricky Turner
1492 Metzger Road
Carson, Washington 98610

Karla Turner
1861 Metzger Road, Space 12
Carson, Washington 98610

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:

Seller's Name

Gerald E. Stump
P.O. Box 147
Carson, Washington 98610

Agent's or Attorney's Name

Bradley W. Andersen
Schwabe, Williamson & Wyatt
1111 Main Street, Suite 410
Vancouver, WA 98660
(360) 694-7551

(b) Description of Contract:

Real Estate contract dated July 26, 1999, executed by GERALD E. STUMP, as seller, and MOBILE WELDING INC., a Washington corporation, as purchaser, which Contract or a memorandum thereof was recorded under No. 135812, on July 26, 1999, records of Skamania, Washington.

(c) Legal Description of the property:

See attached Exhibit "A"

(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:

Payments and late fees

Real Estate Taxes, Penalties and Interest

Fire Patrol Assessment

2. Other defaults:

Failure to maintain property in such condition to comply with all applicable laws.

Failure to keep property in good repair

Sufferage a willful damage to a destruction of the property

- (e) Failure to cure all of the defaults listed in (g) and (h) on or before July 7, 2003 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 purchasers and of all persons claiming through the purchasers given this notice shall be terminated;
2. The purchasers' 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 persons 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 on July 7, 2003.
- (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>
Monthly Payments from June 2001 through March 2003	\$11,467.47
Late fees of \$27.30 for months of June 2001 through March 2003	\$327.60
Taxes for Year 2001: \$484.43, Balance: \$242.21 plus interest	\$1276.99
Fire Patrol for Year 2001: \$14.90, Balance: \$7.45 plus interest	not including any penalty and interest
Taxes for Year 2002: \$500.34, Unpaid plus interest	
Fire Patrol for Year 2002: \$14.90, Unpaid plus interest	
Taxes for Year 2003: \$497.19, Unpaid plus interest	
Fire Patrol for Year 2003: \$14.90, Unpaid plus interest	

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

Remove junk and vehicles in violation of local ordinances

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

<u>Item</u>	<u>Amount</u>
Cost of title report	\$374.50
Service/posting of Notice of Intent to Forfeit (estimated)	20.00
Copying/postage (estimated)	20.00
Attorney's fees	1,500.00
Long distance phone charges (estimated)	25.00

Recording fees (estimated)	50.00
TOTAL	\$1,989.50

The total amount necessary to cure the default is the sum of the amounts in (g)(1) and (h), which is \$15,061.56, 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. Monies required to cure the default may be tendered to Bradley W. Andersen at the following address:

Bradley W. Andersen
Schwabe, Williamson & Wyatt
1111 Main Street, Suite 410
Vancouver, WA 98660

- (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 prior to July 7, 2003.

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

- (j) **Additional Information:**

The purchasers or any person claiming through the purchasers, 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 to the purchasers. 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 the filing and serving the summons and complaint before the declaration of forfeiture is recorded.

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

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 3rd day of April, 2003.



BRADLEY W. ANDERSEN
Of Attorneys for Seller

EXHIBIT A

A Tract of land in the Northwest Quarter of the Northwest 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:

The East 209 feet of the following:

Beginning at a point of the West line of said Section 17, a distance of 855.81 feet South of the Northwest Corner of said Section 17; thence South along the West line of said Section 17 to the right-of-way line of the County Road known and designated Old Detour Road (County Road No. 2331); thence Northeasterly and Easterly along the right-of-way line of said County Road to the Southwest corner of a certain tract of land contracted to be conveyed to Louis D. Alway and Joanne Alway by instrument dated September 21, 1971, recorded October 15, 1971, in Book 63 of Deeds, Page 403, Auditor File No. 74049, records of Skamania County; thence North $1^{\circ}17'50''$ East along the West line of said Alway Tract and the Northerly extension thereof, to a point on a line drawn Easterly from the point of beginning at right angles to the West line of said Section 17; thence Westerly along said line to the point of beginning.

Except that portion lying within the County Road.