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BOOK 248 PAGE 700

Return Address:

Roger D. Knapp
430 N.E. Everett Street
Camas, WA 98607

Roger D. Knapp

AUG 2 2003

V. Germann

J.T.

NOTICE OF INTENT TO FORFEIT PURSUANT TO
CHAPTER 61.30, REVISED CODE OF WASHINGTON

Sellers: Mark A. Hall and Sandra L. Hall
Buyer: Ward J. Knable and Mechele Knable
Legal description (abbreviated): Lot 1, Frederick D. Morgan Shortplat 2/95
Assessor's Tax Parcel ID#: 02-05-28-10-03-01-00
Prior Reference Nos.: 126030 02-05-28-10-03-01-00
110 5-20-03

TO: WARD J. KNABLE
MECHELE KNABLE
2351 LaBame Road
Washougal, WA 98671

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 of Seller's attorney giving this notice is as follows:

SELLERS

Mark A. Hall and Sandra L. Hall
1884 River Road West
Plains, Montana 59859

SELLERS' ATTORNEY

Roger D. Knapp
Attorney at Law
430 NE Everett Street
Camas, WA 98607
(360) 834-4611

REAL ESTATE EXCISE TAX

PAID *N/A*
AUG 2 2003
Ch. Repet
SKAMANIA COUNTY TREASURER

2. Description of the Contract: The Real Estate Contract referred to herein is dated August 14, 1996, and was executed by Mark Hall Enterprises, Inc., a Washington corporation, as Seller, and Ward J. Knable and Mechele Knable, husband and wife, as Purchaser. Said contract was recorded on August 16, 1996, under Auditor's File No. 126030, Skamania County Deed Records. The Sellers interest in said contract was assigned to Mark A. Hall and Sandra L. Hall by instrument recorded April 10, 2000, under Auditor's File No. 137820, Skamania County Deed Records.

3. The property which is the subject of the contract is described in Exhibit "A" attached hereto and by this reference incorporated herein.

4. The default under the contract upon which this notice is based are as follows:

- a. failure to pay a partial payment of \$426.41 due May 16, 2003, a full payment of \$1,209.61 due June 16, 2003, a full payment of \$1,209.61 due

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July 16, 2003, and a full payment of \$1,209.61 due August 16, 2003, plus one late charge of \$60.48.

- b. Failure to pay 2001 real property taxes of \$2,899.07, plus interest and penalties, 2002 real property taxes of \$2,815.04, plus interest and penalties, and 2003 real property taxes of \$2,773.56, plus interest and penalties.
- c. Failure to pay special assessments for 2001 of \$14.90, plus interest and penalties, for 2002 of \$14.90, plus interest and penalties, and for 2003 of \$14.90, plus interest and penalties.

5. If all items of default are not cured by November 24, 2003, the aforescribed Real Estate Contract will be forfeited.

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 canceled;
- 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 of the Purchaser's rights and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
- e. The Purchaser and all of the persons occupying the property whose interests are forfeited 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.

7. The following is an itemized statement of all payments of money in default, and for defaults not involving the failure to pay money, a statement of the action required to cure the default:

- a. Failure to pay a partial payment of \$426.41 due May 16, 2003, a full payment of \$1,209.61 due June 16, 2003, a full payment of \$1,209.61 due July 16, 2003, and a full payment of \$1,209.61 due August 16, 2003, plus one late charge of \$60.48.
- b. Failure to pay 2001 real property taxes of \$2,899.07, plus interest and penalties, 2002 real property taxes of \$2,815.04, plus interest and penalties, and 2003 real property taxes of \$2,773.56, plus interest and penalties.
- c. Failure to pay special assessments for 2001 of \$14.90, plus interest and penalties, for 2002 of \$14.90, plus interest and penalties, and for 2003 of \$14.90, plus interest and penalties.

8. The following is a statement of other payments, charges, costs and fees necessary to cure default:

- | | |
|---|------------|
| a. Recording of Notice of Intent to Forfeit (Estimated) | \$ 22.00 |
| b. Copying and Postage (Estimated) | \$ 10.00 |
| c. Attorney's Fees | \$1,500.00 |

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d. Contract Forfeiture Guarantee

\$ 695.00

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$6,343.22, plus payment of 2001, 2002 and 2003 real property taxes and assessments, plus the amount of any payments and taxes 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 this default must be tendered to Roger D. Knapp, Attorney at Law, at the following address: 430 NE Everett Street, Camas, Washington 98607.

10. Any 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.

11. Any 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 Sellers' 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 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.

12. The Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given.

DATED this 18th day of August, 2003.

Roger D. Knapp
Roger D. Knapp, Attorney for Sellers.

STATE OF WASHINGTON)
) ss.
COUNTY OF CLARK)

On this day personally appeared before me ROGER D. KNAPP, 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 18th day of August, 2003.

CONNIE J. MARSHALL
NOTARY PUBLIC
Commission Expires Oct. 2, 2005

Connie Marshall
Notary Public in and for the State of
Washington, Residing at Camas.
My appointment expires: 10-2-05