

AFTER RECORDING MAIL TO:

Woodrich & Archer LLP  
P.O. Box 510  
Stevenson WA 98648  
(509) 427-5665

Document Title(s) or transactions contained therein:

1. Notice of Intent to Forfeit

Grantor(s): [Last name first, then first name and initials]

1. Eric Haight
2. Denise Barker

Grantee(s): [Last name first, then first name and initials]

1. Eric Haight
2. Denise Barker

Abbreviated Legal Description: [i.e., lot/block/plat or sec/twp/range/1/4/1/4]

Portion of North 1/2 of the SW 1/4 of Section 7, Township 1 North, Range 5 East W.M.

☐ Complete legal description is on page 7 of document

Reference Number(s) of Documents Assigned or Released: [Bk/Pg/Aud#]

Real Estate Contract recorded in Book 156, Page 938 of Skamania County Records  
Auditor's No. 125164

Gary H. Martin, Skamania County Assessor

Assessor's Property Tax Parcel/Account Number(s):

Date 6-4-04 Parcel # 1-5-7-702  
*Pfizer*

01-05-07-0-0-0702-00

After Recording Return to:

Woodrich & Archer LLP  
Attn: Katy J. Archer  
P.O. Box 510  
110 SE Cascade Avenue  
Stevenson, WA 98648

NOTICE OF INTENT TO FORFEIT

PURSUANT TO THE REVISED CODE OF WASHINGTON  
CHAPTER 61.30

TO: DENISE BARKER

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:

Seller's Name:

Eric Haight

Address

462 Hudson Road  
Stevenson, WA 98648

Telephone Number

1-360-910-1518

Agent's or Attorneys' Name:

Woodrich & Archer LLP  
Attn. Katy J. Archer

Address

P.O. Box 510  
110 SE Cascade Avenue  
Stevenson, WA 98648

Telephone Number

1-509-427-5665

2. Description of the Contract: Real Estate Contract dated April 4, 1996, executed by Eric Haight, a married person as his separate estate, as Seller, and Denise Barker, as

Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 125164 on April 30, 1996, Book 156, Page 938, records of Skamania County, Washington.

3. Legal description of property:

See attached Exhibit A.

Assessor's Property Tax Parcel/Account Number(s): 01-05-07-0-0-0702-00

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 Paragraph 7 (a) below:

**Monthly Rent for December – April 2004 in the amount of \$ 4,665.00 (\$933.00/mo) plus late fees in the amount of \$1,772.00**

**Delinquent taxes plus interest – \$40,850.09**

b. Other defaults: N/A

5. Failure to cure all of the defaults listed in Paragraph 4 as provided in Paragraph 7 (a) on or before September 2, 2004 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 all persons claiming through the purchaser or whose interests are otherwise subordinate to the Seller's interest in the property and who are given this notice, 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 of the purchaser's rights in the 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, unharvested crops, and timber to the seller ten (10) days after the Declaration of Forfeiture is recorded.

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 required to cure the default:

a. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly rent for December	\$933.00
Monthly rent for January	\$933.00
Monthly rent for February	\$933.00
Monthly rent for March	\$933.00
Monthly rent for April	\$933.00

Late charges in the amount of 5% per month  
with 38 months of late charges \$1,772.00

Delinquent property taxes in the following amounts:

Timber Tax removal (2000)	\$20,473.10
Unpaid plus interest	\$8,823.43
Taxes for the year 2001	\$2,181.74
Taxes for the Year 2002	\$3,060.37
Unpaid plus Interest	\$1,071.13
Taxes for the Year 2003	\$3,015.49
Unpaid plus Interest	\$693.56

Property taxes for the year 2004 (\$3,047.64)  
First ½ delinquent after 4/30/04 \$1,531.27

TOTAL MONETARY DELINQUENCIES: \$47,287.09

b. Action required to cure any non-monetary default: N/A

8. The following is a statement of other payments, charges, fees and costs to cure  
(or, when indicated; an estimate thereof) the default:

<u>Item</u>	<u>Amount</u>
a. Cost of Title Report	\$ 631.30
b. Service/Posting of Notice of Intent to Forfeit (estimated)	\$ 50.00
c. Copying/postage	\$ 10.00
d. Attorney's fees	\$ 1500.00
e. Long distance phone charges	\$
f. Late charges	\$
g. Recording fees	\$ 24.00
h. [other]	\$

TOTAL:

\$ 2215.30

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7 (a), which is a total of \$ 47,287.09, plus the amount of any other payments and late charges listed in Paragraph 8, 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 Woodrich & Archer LLP at the following address: P.O. Box 510, Stevenson, WA 98648.

9. The person to whom this Notice of Intent to Forfeit is given may have 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 the Declaration of Forfeiture is recorded.

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

10. The person to whom this Notice of Intent to Forfeit 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 entire debt owed under the Contract will be applied to the liens eliminated by the sale and the balance, if any, will be paid to the purchaser under the Contract. Upon any request for a public sale, 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 a summons and complaint before the Declaration of Forfeiture is recorded.

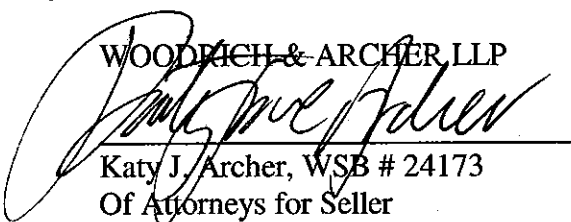
11. The seller is not required to give any person any other notice of default before the Declaration of Forfeiture which completes the forfeiture is given, except as provided in the Contract or other agreement, as follows:

12. Additional Information [as may be required by or consistent with the Contract of other agreement or RCW Ch. 61.30]:

13. 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.

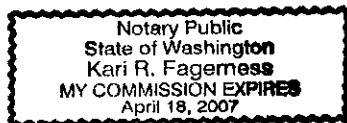
DATED this 25 day of May, 2004.

WOODRICH & ARCHER LLP

  
Katy J. Archer, WSB # 24173  
Of Attorneys for Seller

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I, the undersigned, a notary public in and for the State of Washington hereby certify that on this 28<sup>th</sup> day of May, 2004, personally appeared before me **Katy J. Archer** as the individual described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act for the purposes therein mentioned. Given under my hand and official seal the day and year last above written.



*Kari R. Fagermess*  
NOTARY PUBLIC, in and for the State of Washington  
My commission expires 4-18-2007

Unofficial Copy

EXHIBIT 'A'

A portion of the North Half of the Southwest Quarter of Section 7, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, lying Southeasterly of Marrin Didier Road (County Road No. 11250), for which road additional right of way was dedicated by deed dated December 10, 1976, recorded under Auditor File No. 83468 in Book 72, Page 166, records of Skamania County, Washington, and referenced to that certain survey filed for record on May 7, 1979 in Book 1 of Surveys, Page 187, at the request of Hagedorn, Inc., and recorded under Auditor File No. 88485, records of Skamania County, Washington, and referenced also to that certain survey filed for record on September 1, 1983 in Book 2 of Surveys, Page 128, at the request of Hagedorn, Inc., and recorded under Auditor File No. 96333, records of Skamania County, Washington, more particularly described as follows:

Beginning at the Skamania County brass-capped concrete monument marking the 1/16 corner at the Northeast corner of the Northwest Quarter of said Southwest Quarter of Section 7; thence South 01°29'32" West along the East line of said Northwest Quarter of said Southwest Quarter a distance of 284.00 feet to a point marked by an iron rod; thence South 38°35'37" West a distance of 477.55 feet to a point marked by an iron rod; thence continuing South 38°35'37" West a further distance of 596.89 feet to a point marked by an iron rod at the intersection of this course with the relocated North property line of the Jemtegaard Tract as said property line is described by the above referenced recorded surveys and confirmed by Quit Claim Deed dated June 15, 1979, recorded under Auditor File No. 88960 in Book 76, Page 831, records of Skamania County, Washington; thence North 88°24'20" West along said property line a distance of 648.13 feet to a point marked by an iron rod where the property line intersects the West line of Section 7; thence North 01°19'05" East along said West line of Section 7 a distance of 475.48 feet to a point marked by an iron rod; thence continuing North 01°19'05" East along said West line a further distance of 331.74 feet to another point marked by an iron rod; thence further North 01°19'05" East 55.33 feet to the point at which the West line of Section 7 is intersected by the center line of Marrin Didier Road; thence Northeasterly along the center line of Marrin Didier Road a distance of 445.96 feet to the point where said center line intersects the North line of said Southwest Quarter of Section 7; thence South 88°32'38" East along said North line a distance of 44.02 feet to a point on the Easterly Marrin Didier right of way line marked by an iron rod; thence continuing South 88°32'38" East along said North line of the Southwest Quarter a distance of 255.93 feet to a point marked by an iron rod; thence further South 88°32'38" East along said North line 324.93 feet to another point marked by an iron rod; thence continuing South 88°32'38" East a further distance of 117.34 feet to a point marked by an iron rod where said North line of the Southwest Quarter is intersected by a property line bearing South 52°32'52" West; thence further South 88°32'38" East along said North line a distance of 207.58 feet to the point of beginning.

Gary H. Martin, Skamania County Assessor

EXCEPT county roads.

Date 6-4-04 Parcel # 1-5-7-702

*ghm*

DOC # 2004153254  
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