

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 4 7338
OLYMPIA, WA 98504-7338

5cR 2 7191

Document Title: Notice of Intent to Forfeit
Reference Number of Related Document: 134811
Grantor(s): State of Washington
Grantee(s): Donald C. Bryden and Gigi L. Bryden, h & w
Legal Description: Portion of Lots 18 & 19, Washougal Summer Home Tracts
Additional Legal Description is on 2 of document
Assessor's Tax Parcel Number: 02-05-31-4-0-1400-00

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

TO: Donald C. Bryden
10721 Washougal River Road
Washougal, WA 98671-7155

Gigi L. Bryden
10721 Washougal River Road
Washougal, WA 98671-7155

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	Agents
State of Washington Department of Transportation	Cindy Tremblay or Ron Carvalho
Address	Telephone Number
Room 2D20, Transportation Building 310 Maple Park Ave SE Olympia, WA 98504	(360) 705-7335 (360) 705-7331

- (b) Description of the Contract:

Real Estate contract dated April 5, 1999, executed by State of Washington, Department of Transportation as seller, and Donald C. Bryden and Gigi L. Bryden, husband and wife as purchaser, which Contract or memorandum thereof was recorded, April 9, 1999 under Skamania County Auditor's File No. 134811, Book 188 page 136, records of Skamania County, Washington.

- (c) Legal description of the property:

That part of the hereinafter describe Parcel "A" lying Southwesterly and Westerly of a line described as:

BEGINNING AT A POINT opposite Highway Engineer's Station 5+16.86 on the SR 140 Line Survey of SR 140, Washougal River Bridge Vic., and 30 feet Southwesterly therefrom; thence Southeasterly to a point opposite Highway Engineer's Station 11+23.56 on said SR 140 Line Survey and 50 feet Westerly therefrom; thence Southerly to a point opposite Highway Engineer's Station 14+91.33 on said SR 140 Line Survey and 66.22 feet Southwesterly therefrom and the END of this line description.

PARCEL "A":

Lots 18 and 19, WASHOUGAL SUMMER HOME TRACTS, situated in Section 31, Township 2 North, Range 5 East, Willamette Meridian; EXCEPT the West 10 feet of said Lot 18.

(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 payments due September 2002 through August 2004.

2. Other defaults:

Property taxes for 2001, 2002, 2003 and 2004

(e) Failure to cure all of the defaults listed in (d) above, on or before December 31, 2004 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, to the extent elected by seller, of all persons claiming through the purchaser or whose interests are otherwise subordinate to the seller's interest in the property 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 persons to whom paid and entitled thereto;
4. All of the purchaser's rights in all improvements made to and in unharvested crops and timber thereon shall belong to the seller; and
5. 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 within 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>
September, 2002 payment	\$111.17
October, 2002 payment	\$111.17
November, 2002 payment	\$111.17
December, 2002 payment	\$111.17
January, 2003 payment	\$111.17
February, 2003 payment	\$111.17
March, 2003 payment	\$111.17
April, 2003 payment	\$111.17
May, 2003 payment	\$111.17
June, 2003 payment	\$111.17
July, 2003 payment	\$111.17
August, 2003 payment	\$111.17
September, 2003 payment	\$111.17
October, 2003 payment	\$111.17
November, 2003 payment	\$111.17
December, 2003 payment	\$111.17
January, 2004 payment	\$111.17
February, 2004 payment	\$111.17
March, 2004 payment	\$111.17
April, 2004 payment	\$111.17
May, 2004 payment	\$111.17
June, 2004 payment	\$111.17
July, 2004 payment	\$111.17
August, 2004 payment	\$111.17
September, 2004 payment	\$111.17
TOTAL:	\$2,779.25

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

None

(h) The following is a statement of all other payments, charges, fees and costs, if any, or, where indicated, an estimate thereof, to cure the default:

	<u>Item</u>	<u>Amount</u>
1.	Cost of title report	\$ 246.10
2.	Service/posting of Notice of Intent to Forfeit (estimated)	\$ 25.00
3.	Copying/postage	\$ 5.00
4.	Delinquent Property Taxes interest and penalties (estimated)	\$ 350.00
5.	Long distance phone charges	\$ 0
6.	Late charges	\$ 102.28
7.	Recording fees	\$ 25.00
8.	Processing fee	\$ 200.00
	TOTAL:	\$953.38

The total amount necessary to cure the default is the sum of the amounts in (g) and (h), which is \$3,732.63 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 State of Washington, Department of Transportation at the following address:

Room 2D20
Transportation Building
310 Maple Park Ave SE
Olympia, WA 98504

(i) The 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.

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

- (j) The person(s) to whom this notice is given 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 balance, if any, and 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.
- (k) 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 provided in the Contract or other agreement as follows:
- (l) Additional Information:

None

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 September 8, 2004

STATE OF WASHINGTON
Department of Transportation

By: Cynthia Tremblay
Cynthia Tremblay
Assistant Director Property Management

DOC # 2004154411
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STATE OF WASHINGTON)
) : ss
County of Thurston)

I, the undersigned, a Notary Public in and for the State of Washington, Department of Transportation, do hereby certify that on this 8TH day of September, 2004, before me personally appeared Cynthia Tremblay, to me known to be the duly appointed Assistant Director Property Management, for the State of Washington, and that he executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.



Ronald A. Carvalho
Notary (print name) RONALD A. CARVALHO
Notary Public in and for the State of Washington,
residing at Olympia

My Appointment Expires 9/15/2006