

AFTER RECORDING MAIL TO:

Name Ken Woodruff
Address Po Box 510
City/State STEVENSON, WA 98648
SR 27645

Document Title(s): (or transactions contained therein)

1. NOTE of INTENT TO FORFEIT REAL ESTATE
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

BOOK 248, PAGE 189 AND FILE NO. 149797

Additional numbers on page _____ of document



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

1. RUBEN KURTZ - SUSAN HUBERT, ALAN KURTZ, RALPH
2. KURTZ, SUSAN
3. SKAMANIA CO. EDC
4. PARTIES IN POSSESSION
5. Additional names on page _____ of document

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

1. DUNNOWN TRUST DTD 6/30/99, DAN DUNNOWN, TRUSTEE
- 2.
- 3.
- 4.
5. Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

TS 3N R8E Section 27 WM

Complete legal description is on page 2 of document

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

03-08-27-4-0-2000-00

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

After recording Mail to:

Kenneth B. Woodrich
Woodrich & Archer LLP
110 SE Cascade Ave.
PO Box 510
Stevenson, WA 98610
(509) 427-5665

SCR
27645

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

**TO: Ralph Kurth and Sue Kurth, husband and wife
ABN Home Valley Convenience Store
Skamania County Economic Development Council
Parties in Possession**

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.

The name Address and telephone number of the Seller is as follows:

GAIL DUNOVEN, as Trustee
of the Dunoven Trust dtd 6/30/99
PO Box 55
Carson, WA 98601
(509) 427-4713

The name Address and telephone number of the Seller's attorney is as follows:

Kenneth B. Woodrich
Woodrich & Archer LLP
110 SE Cascade Ave.
PO Box 510

PO Box 510
Stevenson, WA 98610
(509) 427-5665

2. The Contract herein referred to was executed in writing on August 7, 2003 by Gail Dunoven, as Seller, providing for the sale to **Ralph J. Kurth and Susan G. Kurth, husband and wife**, as Purchaser, of the following-described real property situate in Skamania County, Washington:

A tract of land in Sections 27 & 34, Township 3 North, Range 8 East of the Willamette Meridian in the County of Skamania, State of Washington, described as follows:

Beginning at a point of the section line common to the said Sections 27 and 34 which is north $89^{\circ} 22' 30''$ west 842.9 feet more or less from the southeast corner of the said Section 27 to the Southeasterly line of Lot 1 of the Short Plat recorded in Book 3, Page 111; thence south $23^{\circ} 59'$ west 61.67 feet to the northerly right of way line of Primary State Highway No. 8; thence south $66^{\circ} 01'$ east along said highway right of way line 262.64 feet; thence north $23^{\circ} 59'$ east 101.51 feet; thence north $66^{\circ} 01'$ west 262.64 feet; thence south $23^{\circ} 59'$ west 39.84 feet to the point of beginning.

The Contract was recorded under Auditor's File No. 149797, Book 248, Pages 189-207, records of Skamania County, Washington.

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

- (a) Failure to pay when due all Skamania County real property taxes in the sum of \$1,280.72, plus interest, for the year 2004, plus taxes for the year 2005 of \$2,533.97.
- (b) Failure to pay your May 1, 2004, June 1, 2004, December 1, 2004, January 1, 2005, and February 1, 2005 principal and interest payments each in the sum of \$2,143.07.
- (c) Encumbering the real property with a Deed of Trust executed by Ralph and Susan Kurth DBA Home Valley Convenience Store, as Grantor, to Skamania County Title Company, as Trustee, for Skamania County Economic Development Council, as Beneficiary, dated August 15, 2003, recorded August 15, 2003 in Book 248, Page 480,

Auditor file No. 149863, Skamania County Mortgage Records, given to secure the payment of \$30,710.00. Note recorded January 23, 2003 in Book 246, Page 881.

4. The contract will be forfeited on June 3, 2005 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 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 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 and improvements 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 all Skamania County real property taxes in the sum of \$1,280.72, plus interest, for the year 2004, plus taxes for the year 2005 of \$2,533.97 (plus any sums owing after this date) to a current status.

(b) Pay all contract payments including May 1, 2004, June 1, 2004, December 1, 2004, January 1, 2005, and February 1, 2005 principal and interest payments and all subsequent payments each in the sum of \$2,143.07 to a current status.

(c) Remove the encumbrance described in paragraph (3)(c), above.

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	\$ 995.10
Postage	\$ 10.00
Photocopies	\$ 10.00
Service of Process	\$ 50.00
Telephone Charges	\$ 7.00
Recording Fees	\$ 13.00
Attorney Fees	\$2,000.00
 TOTAL ADDITIONAL COSTS:	 \$3,085.10

8. 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.

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

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