

Doc # 2005157219
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Date: 05/06/2005 11:42A
Filed by: SKAMANIA COUNTY TITLE
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$27.00

Return Address:
Routh Crabtree Olsen, P.S.
3535 Factoria Blvd SE, Suite 200
Bellevue, WA 98006
Attn: Lance Olsen

STC 27779
Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Notice of Intent to Forfeit

Reference Number(s) of Documents assigned or released:

137933

Grantor(s) (Last name, first name, initials)

1. Greg D. Gifford and Debbie G. Gifford, Husband and Wife

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

1. Ken Townsley and Elizabeth Townsley, Husband and Wife

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

~~Ken Townsley and Elizabeth Townsley, Husband and Wife~~
NW 1/4 SEC 8 T1N R5E (FULL LEGAL ON PAGE 3)

Assessor's Property Tax Parcel/Account Number

01-05-08-0-0802-00

☐ Assessor Tax # not yet assigned

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 provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting

Party

AFTER RECORDING, RETURN TO:

Routh Crabtree Olsen, P.S.
3535 Factoria Blvd SE, Suite 200
Bellevue, WA 98006
Attn: Lance Olsen

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

TO:

Purchaser(s)

Ken Townsley
P.O. Box 190
171 Meke Way Kenco Road
Washougal, WA 98671

Elizabeth Townsley
P.O. Box 190
171 Meke Way Kenco Road
Washougal, WA 98671

AND TO:

Occupants of the Premises

P.O. Box 190
171 Meke Way Kenco Road
Washougal, WA 98671

First National Acceptance Company
Attn: Jennifer Heightchew
241 East Saginaw Highway East
Lansing, MI 48823

AND TO:

Clark Mattson
2909 NE 166th Way
Ridgefield, WA 98642

Clarice Mattson
2909 NE 166th Way
Ridgefield, WA 98642

AND TO:

Monogram Credit Card/ Bank of Georgia
Attn: Walter W. Driver, Registered Agent
191 Peachtree St.
Atlanta, GA 30303

State of Washington/ Division of Child
Support
PO Box 11520
Tacoma, WA 98411-5520

Washington State Office of the Attorney
General
Attn: Rob McKenna
1125 WASHINGTON ST SE
OLYMPIA WA 98504-0100

You are hereby notified that the Real Estate Contract described below is in default and you are provided the following information with respect thereto:

I. The name, address and telephone number of the Seller and, if any, the Seller's agent or attorney giving the notice:

SELLER: GPE, Inc.

SELLER'S AGENT: Lance Olsen
Routh Crabtree Olsen
3535 Factoria Blvd. SE, Suite 200
Bellevue, WA 98006
(425) 458-2121

II. Description of the Contract Real Estate Contract dated April 21, 2000, executed by Ken Townsley and Elizabeth Townsley, Husband and Wife, as Purchaser, and Greg D. Gifford and Debbie G. Gifford, Husband and Wife, as Seller, which Contract or a memorandum thereof was recorded under Book 198, Page 499, Auditor File No. 137933 on April 21, 2000, records of Skamania County, Washington.

The Sellers interest in the Contract was subsequently assigned to the current holder, GPE, Inc. The assignment was recorded under Auditor's File No 2005-157151 on May 2, 2005, records of Skamania County, Washington.

III. Legal description of the property:

A parcel of land in the Southeast Quarter of the Northwest Quarter of Section 8, Township 1 North, Range 5 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows: Lot 3 of the Robert Ferguson Short Plat, as recorded in Book 2 or Short Plats, Page 37, Skamania County Records.

Tax Account No. 01-05-08-0-0-0802-00

IV. 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 VII below:

b. Monthly payments in the amount of \$248.06 each for the months of May 1, 2002 through August 1, 2004, and Monthly payments in the amount of \$299.24 each for the months of September 1, 2004 through May 1, 2005.

c. Other defaults:

None

V. Failure to cure the default on or before August 20, 2005, will result in the forfeiture of the Contract.

VI. 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 the Seller's interest in the property who are given this notice 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 improvements made to the property shall belong to the Seller; and
- e. The Purchaser and all persons claiming through the Purchaser given this notice shall be required to surrender possession of the property and improvements to the Seller 10 days after the declaration of forfeiture is recorded.
- f. The Seller's Agent is aware that Ken Townsley and Elizabeth Townsley have received a discharge under chapter 7 of the United States Bankruptcy Code. Nothing in this Notice shall be interpreted to be an attempt to personally collect on any debt. The action of the Seller is only to redeem real property as provided for under RCW 61.30.010.

VII. 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:

a. Monetary Delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly payments for the months of May 1, 2002 through August 1, 2004 at \$248.06 each	\$6,945.68
Monthly payments for the months of September 1, 2004 through May 1, 2005 at \$299.24 each	<u>\$2,693.16</u>
SUB-TOTAL:	\$9,638.84

b. 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)	\$54.00
Attorney fees	\$550.00
Late charges	\$817.24
Recording fees	\$50.00
Previous Legal Fees	\$500.00

SUB-TOTAL: \$2,395.74

c. The total amount necessary to cure the default is the sum of the amounts in VII (a) and (b), which is **\$12,034.58**, 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. You must cure the default prior to August 20, 2005. Monies required to cure the default may be tendered to the following address:

Lance Olsen
Routh Crabtree Olsen, P.S.
3535 Factoria Blvd. SE, Suite 200
Bellevue, WA 98006

VIII. If default includes a default other than payments of money when due, then you must cure such other defaults as specified in paragraph IV (c) by August 20, 2005.

a. Actions required to cure any non-monetary default: None

IX. 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 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 August 20, 2005.

X. The person(s) 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 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 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 August 20, 2005.

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NOTICE

Pursuant to the Federal Fair Debt Collection Practices Act: If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:

1. As of the date of this notice, you owe \$12,034.58. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information write or call:

Routh Crabtree Olsen, P.S.
P.O. Box 4143
Bellevue, WA 98009-4143
(425) 458-2121

2. The creditor to whom the debt is owed is GPE, Inc.
3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
4. If you notify us in writing within 30 days after receipt of this notice that you dispute the debt or any part of it, we shall obtain verification of the debt and mail it to you.
5. If you request in writing within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor, if different from the current creditor.
6. This is an attempt to collect a debt, any information obtained will be used for that purpose.

DECLARATION OF MAILING

I, Michelle Grabicki, under penalty of perjury under the laws of the State of Washington, declare that the following is true and correct:

I am now, and at all times herein mentioned was, a citizen of the United States, a resident of the State of Washington, over the age of eighteen years and not the beneficiary or its successor in interest named in the Notice of Intent to Forfeit.

That on the 4th day of May, I deposited in the mail of the United States, securely sealed in an envelope with the requisite postage thereon to be transmitted by certified mail, return receipt requested and by first class mail, a copy of a Notice of Intent to Forfeit Pursuant to RCW § 61.30 et al., to the following:

TO:	
<u>Purchaser(s)</u> Ken Townsley P.O. Box 190 171 Meke Way Kenco Road Washougal, WA 98671	Elizabeth Townsley P.O. Box 190 171 Meke Way Kenco Road Washougal, WA 98671
AND TO: <u>Occupants of the Premises</u> P.O. Box 190 171 Meke Way Kenco Road Washougal, WA 98671	First National Acceptance Company Attn: Jennifer Heightchew 241 East Saginaw Highway East Lansing, MI 48823
AND TO: Clark Mattson 2909 NE 166 th Way Ridgefield, WA 98642	Clarice Mattson 2909 NE 166 th Way Ridgefield, WA 98642
AND TO: Monogram Credit Card/ Bank of Georgia Attn: Walter W. Driver, Registered Agent 191 Peachtree St. Atlanta, GA 30303	State of Washington/ Division of Child Support PO Box 11520 Tacoma, WA 98411-5520

Washington State Office of the Attorney
General
Attn: Rob McKenna
1125 WASHINGTON ST SE
OLYMPIA WA 98504-0100

Dated this 4th day of May, 2005.

Signed: Michelle Grabicki

Michelle Grabicki

Unofficial Copy