

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. Owens, Emery O. and Owens, Cheri J., Husband and Wife

☐ Additional names on page ____ of document

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

1. Henderson, Lorelee G

2. Cochran, Rhondel Q.

☐ Additional names on page ____ of document

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

NE 1/4, Section 1, T2N, R7E

☐ Complete legal description is on page two of document and Exhibit A

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

Book 186, Page 264/Auditor's No. 134169

☐ Additional numbers on page ____ of document

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

02-7-1-1-1-3500 & 3501

☐ Property Tax Parcel ID is not yet assigned

5-9-05 2-7-1-1-1-3500
J.M.

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: LORALEE G. HENDERSON and RHONDEL Q. COCHRAN and
DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT and
EMPLOYMENT SECURITY DEPARTMENT and INTERNAL REVENUE SERVICE
and WASHINGTON DEPARTMENT OF REVENUE and DEPARTMENT OF LABOR
AND INDUSTRIES

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:

Emery O. Owens
Cheri J. Owens

Address

193 N.W. Iman Cemetery Rd.
Stevenson, WA 98648

Telephone Number

Attorneys' Name:

Woodrich & Archer LLP
Attn. Katy J. Archer

Address

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

Telephone Number

2. Description of the Contract: Real Estate Contract dated December 22, 1998, executed by Emery O. Owens and Cheri J. Owens, husband and wife, as Sellers, and Lorelee G. Henderson and Rhondel Q. Cochran, partners, as Purchasers, which Contract or a memorandum thereof was recorded under Auditor's No. 134169 on February 4, 1999, Book 186, Page 264, records of Skamania County, Washington.

3. Legal description of property: NE ¼, Section 1, T2N, R7E.

See attached Exhibit A for complete legal description.

Assessor's Property Tax Parcel/Account Number(s): 02-7-1-1-1-3500 & 3501.

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 installments in the amount of \$ 1,658.51 beginning on July 20, 2004 plus late fees in the amounts set forth below said delinquent installments totaling: \$22,585.14

Late fees totaling: \$1,127.70

Delinquent taxes plus interest: \$5,976.82

b. Other defaults:

5. **Failure to cure all of the defaults listed in Paragraph 4 as provided in Paragraph 7 (a) on or before August 9, 2005 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>Itemized</u>	<u>Amount</u>
Monthly installment for March 1, 2000	\$ 1658.51
Monthly installment for April 2000	\$ 1658.51
Monthly installment for September 2002	\$ 1658.51
Monthly installment for October 2002	\$ 1658.51
Monthly installment for July 2004	\$ 1024.51
Monthly installment for August 2004	\$ 1658.51
Monthly installment for September 2004	\$ 1658.51
Monthly installment for October 2004	\$ 1658.51
Monthly installment for November 2004	\$ 1658.51
Monthly installment for December 2004	\$ 1658.51
Monthly installment for January 2004	\$ 1658.51
Monthly installment for February 2004	\$ 1658.51
Monthly installment for March 2004	\$ 1658.51
Monthly installment for April 2004	\$ 1658.51
TOTAL PAST DUE INSTALLMENTS:	\$22,585.14

b. Late charges in the amount of 5% of the amount owed after the 20th of each month:

<u>Itemized</u>	
Late fees for March 2004 (5% of \$1000.00)	\$50.00
Late fees for April (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for May (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for June (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for July (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for August (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for September (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for October (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for November (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for December (5% of \$1658.51 paid after 20 th)	\$82.90

Late fees for January (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for February (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for March (5% of \$1658.51 paid after 20 th)	\$82.90
Late fees for April (5% of \$1658.51 paid after 20 th)	\$82.90
TOTAL LATE FEES	\$1127.70

Delinquent property taxes in the following amounts:

2002 Taxes due	\$ 1082.60
2003 Taxes due	\$ 2144.35
2004 Taxes due	\$ 1868.09
2005 Taxes due	\$ 881.78

TOTAL TAXES DUE **\$5976.82**

TOTAL MONETARY DELINQUENCIES: **\$29,689.66**

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	\$ N/A
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	\$ itemized above
g. Recording fees	\$ 24.00
h. [other]	\$ N/A

TOTAL: **\$ 1584.00**

The total amount necessary to cure the default is the sum of the amounts in Paragraph 7 (a), which is a **total of \$29,689.66, plus the amount of any other payments and the charges listed in Paragraph 8 for a total of \$31,273.66**, 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: Notice is required to be sent to Purchaser certified mail, return receipt requested.

12. Additional Information: Purchaser is also in default for failure to maintain fire insurance on the premises in accordance with the terms of the Real Estate Contract recorded at Book 186, Page 264 Auditor File No. 134169, Skamania County Records. Purchaser has attempted to assign her interest in the contract without prior written consent of the Seller in violation of the terms of the Real Estate Contract recorded at Book 186, Page 264 Auditor File No. 134169, Skamania County Records.

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.



WOODRICH & ARCHER LLP



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

I, the undersigned, a notary public in and for the State of Washington hereby certify that on this 9th day of May, 2005, personally appeared before me, Katy Jane Archer of Woodrich & Archer LLP as the individual described in and who executed the foregoing instrument, and acknowledged that she 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.

[Signature]

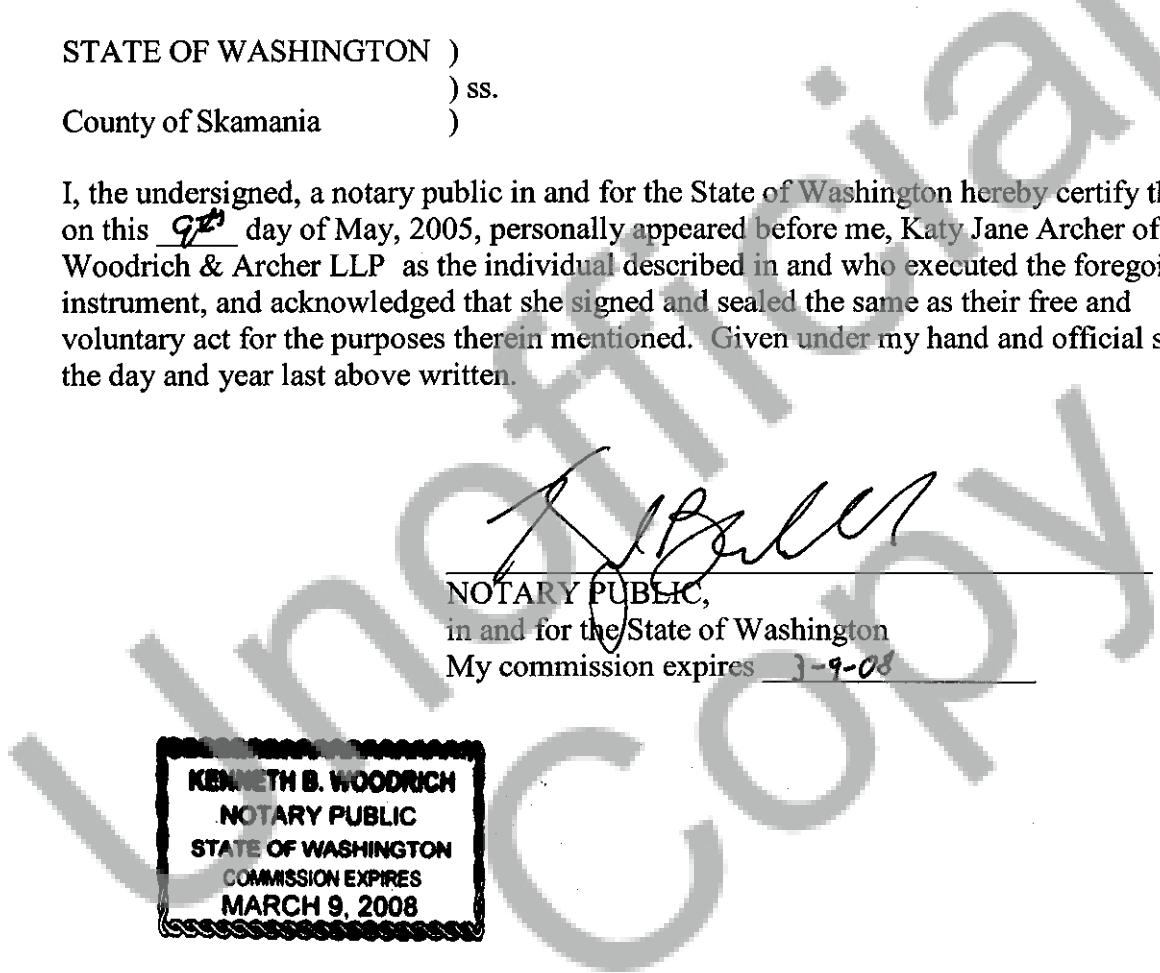


EXHIBIT 'A'

PARCEL I

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows;

Beginning at the Southeasterly corner of Block 8 of the Town of Stevenson, according to the official Plat thereof on file and of record in the office of the Auditor of Skamania County, Washington; thence North 34°30' West 30 feet to the Southeast corner of the Hollow Tile Theater building now constructed and located upon the land hereby described, said point being the initial point of the tract hereby described; thence South 55°30' West along the outer line of edge of the above mentioned theater building 80 feet; thence North 34°30' West 33 feet; thence North 55°30' East 80 feet to the East line of the said Block 8; thence South 34°30' East along the East line of said Block 8, a distance of 33 feet to the initial point.

PARCEL II

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, being a portion of Lot 2 Town of Stevenson, described as follows:

Beginning at the Southeast corner of Lot 1 Block 8, thence North 34°30' West 30 feet to the Southeast corner of a certain hollow tile building; thence South 55°30' West along the outer line of edge of said building 80 feet; thence North 34°30' West 33 feet on the initial point of the tract hereby described; thence South 55°30' West 26.5 feet; thence North 34°30' West 20 feet; thence North 55°30' East 26.5 feet; thence South 34°30' East 15 feet; thence North 55°30' East 10 feet; thence South 34°30' East 2 feet; thence South 55°30' West 10 feet; thence South 34°30' East 3 feet to initial point.

EXCEPT the West 22.5 feet as described by instrument recorded in Book 58, Page 145.

Gary H. Martin, Skamania County Assessor

Date 5/9/05 Parcel # 2-7-1-1-1-3500
J.M.

PARCEL III

A tract of land in the Northeast Quarter of the Northeast Quarter of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, in the County of Skamania, State of Washington, described as follows:

Beginning at the Southeasterly corner of Block 8 of the TOWN OF STEVENSON, according to the recorded Plat thereof, recorded in Book A of Plats, Page 11; thence North 34°30' West 30 feet to the Southeast Corner of a tract of land Conveyed to Lorelee Henderson et al (Parcel I) by instrument recorded February 4, 1999 in Book 186, Page 264; thence South 55°30' West along said South line 80 feet to the Southwest Corner of said Parcel; thence North 34°30' West 33 feet to the Northwest Corner of said tract, which is also the True Point of Beginning; thence North 33°18' 59" West 5 ½ feet; thence North 56°49'36" East 12 feet to the Northeast Corner of the Now Covered Porch; thence Southeasterly along the East line of said Porch 5 ½ feet to the North line of the Henderson Tract; thence Southwesterly along said North line 12 feet to the Northwest Corner of said Henderson Tract and to the True Point of Beginning.