

After Recording Return to:  
Law Office of Anthony H. Connors  
Post Office Box 1116  
White Salmon, WA 98672

Doc # 2006161619  
Page 1 of 3  
Date: 05/17/2006 09:16A  
Filed by: ANTHONY H CONNORS  
Filed & Recorded in Official Records  
of SKAMANIA COUNTY  
J. MICHAEL GARVISON  
AUDITOR  
Fee: \$34.00

**NOTICE OF INTENT TO FORFEIT  
Pursuant to Revised Code of Washington  
Chapter 61.30.060 and .070**

TO: **EARL LEONARD**  
Post Office Box 1213, Carson, WA 98610

YOU ARE HEREBY NOTIFIED that the Real Estate Contract (hereinafter "Contract") described below is in default and you are provided the following information with respect thereto:

A. SELLER: Richard R. Brockman-Michael, n.k.a., Estate of Richard R. Michael;  
Skamania Co. Superior Court No. 05-4-00008-1  
c/o Law Office of Anthony H. Connors  
1000 E Jewett Blvd., Post Office Box 1116  
White Salmon, WA 98672 Telephone No. 509/493-2921

B. Description of Contract:  
Real Estate Contract dated June 1, 2003, executed by Richard R. Brockman-Michael, as Seller, and Earl Leonard, as Purchaser, which Contract or a memorandum thereof was recorded under Auditor's No. 149761 on August 7, 2003, records of Skamania County, Washington.

C. Legal description of the property:  
**Skamania County Tax Parcel Nos. 03-08-29-1-1-2300/00 and 03-08-29-1-1-2800/00;**  
Lots 4, 5, and 6 of Block "C" of THE ORIGINAL TOWN OF CARSON, according to the recorded Plat thereof, recorded in Book A at Page 23, in the County of Skamania and State of Washington. Commonly known as: Second Street, #41, Carson, WA 98610; INCLUDING the mobile home, a 1978 Fleetwood, VIN No. ORFL1A816381089, situated on tax parcel No. 03-08-29-1-1-2800/00.

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 of which are given in (G) **\$23,746.16** and (H) **\$1,555.50** below:  
**FULL payment in the amount of \$ 25,301.66 .**

2. The following non-monetary defaults: NONE

E. Failure to cure all of the defaults listed in paragraphs (G) and (H) below on or before [at least 90 days after Notice of Intent to Forfeit is recorded or any longer period specified in the Contract], will result in 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 of all persons claiming through the Purchaser, or whose interests are subordinate to the Seller's interest, 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 person to whom paid and entitled thereto;

4. All of the Purchaser's rights in all improvements made to the property, to all unharvested crops and timber on the property shall belong to the Seller;

5. The Purchaser and all 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 ten (10) days after recording of the Declaration of Forfeiture, which is on or after August 26, 2006.

G. The following is a statement of payments of money in default and, where indicated, reasonable estimates thereof and for any defaults not involving the failure to pay money, the actions required to cure the default:

1. Monetary delinquencies:

<u>Item</u>	<u>Amount</u>
Monthly real estate contract payments due as of:	
April 1, 2004 through May 1, 2006; 26 payments @ \$892.16	\$ <u>23,196.16</u>
Late fees for 22 payments @ \$25.00 per delinquency	\$ <u>550.00</u>
	\$ <u>23,746.16</u>

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

H. The following is an itemized statement of all other payments, charges, fees and costs required to cure the defaults and, where indicated, reasonable estimates thereof:

<u>Item</u>	<u>Amount</u>
1. Cost of title report	\$ <u>374.50</u>
2. Service/posting of Notice of Intent to Forfeit	\$ <u>90.00</u> (Estimated)
3. Copying/postage	\$ <u>25.00</u> (Estimated)
4. Recording fees	\$ <u>66.00</u> (Estimated)
5. Attorney's fees	\$ <u>1,000.00</u> (Estimated)

TOTAL \$ 1,555.50

The total amount necessary to cure the monetary default is the sum of the amounts in (G)(1) and (H), which is \$ 25,301.66 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 and other documents required to cure the default may be tendered to:

Law Office of Anthony H. Connors, 1000 E Jewett Blvd., P.O.Box 1116, White Salmon, WA 98672

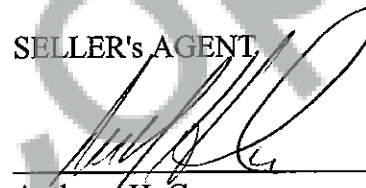
I. Any person to whom this notice is given has the right to contest the forfeiture or to seek an extension of time to cure the default if the default does not involve a failure to pay money, or both, by filing and serving a summons and complaint before the Declaration of Forfeiture is recorded, which is on or after August 16, 2006. **NO EXTENSION IS AVAILABLE FOR DEFAULTS WHICH ARE A FAILURE TO PAY MONEY.**

J. Any person to who this notice is given may have the right to request a court to order a public sale of the property, and 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; that 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; that the court will require the person who requests the sale to deposit the anticipated sale costs with the Clerk of the Court; and that 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, which is on or after August 16, 2006.

K. The Seller is not required to give any person any other notice of default before the Declaration of Forfeiture is given.

DATED this 16th day of May, 2006.

SELLER's AGENT,

  
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Anthony H. Connors  
Attorney at Law  
1000 E Jewett Blvd.  
Post Office Box 1116  
White Salmon, WA 98672  
509/493-2921