

Return Address:

Roger D. Knapp
430 N.E. Everett Street
Camas, WA 98607

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Page 1 of 3
Date: 09/08/2006 03:41P
Filed by: ROGER D KNAPP
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$34.00

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

Sellers: Teresa L. Phimister, Paul T. Hamrick, Mark E. Hamrick,
and Teresa L. Phimister, Trustee
Buyer: Loren Eby
Legal description (abbrev.): NW ¼, NE ¼, Sec 7, T1N, R5E, W.M.
Assessor's Tax Parcel ID#: 01-05-07-0-0-0300-00
Prior Reference Nos.: 143577

TO: LOREN EBY
21 Hudson Road
Washougal, WA 98671

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 of Seller's attorney giving this notice is as follows:

SELLERS

TERESA L. PHIMISTER, PAUL T. HAMRICK
MARK E. HAMRICK, and
TERESA L. PHIMISTER, TRUSTEE
5116 NE Orchard Dell Court
Vancouver, WA 98663
(360) 694-8936

SELLERS' ATTORNEY

Roger D. Knapp
Attorney at Law
430 NE Everett Street
Camas, WA 98607
(360) 834-4611

2. Description of the Contract: The Real Estate Contract referred to herein is dated January 18, 2002, and was executed by Teresa L. Phimister, Executrix of the Estate of Jerry D. Hamrick, as Seller, and Loren Eby, a single man, as Purchaser. Said contract was recorded on January 29, 2002, under Skamania County Auditor's File No. 143577.

3. The property which is the subject of the contract is described as follows:

County of Skamania, State of Washington

A tract of land in Section 7, Township 1 North, Range 5 East of the
W.M., described as follows:

Beginning at the Northeast corner of the West half of the

Northwest quarter of the Northeast quarter; thence west 456.8 feet; thence south 206.8 feet; thence east 456.8 feet; thence north 206.8 feet to the point of beginning; except right of way for Bell Center County Road No. 1004.

Subject to all easements, restrictions, reservations and agreements of record, if any.

4. The defaults under the contract upon which this notice is based are as follows:

- a. Failure to pay three monthly payments of \$449.00 each due July 1, 2006, August 1, 2006, and September 1, 2006.
- b. Failure to pay late charges totalling \$166.50.
- c. Failure to pay 2006 first half real property taxes of \$425.06, plus interest and penalties.
- d. Failure to insure the premises.

5. If all items of default are not cured by December 14, 2006, the aforescribed Real Estate Contract will be forfeited.

6. 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 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 and all improvements made to the property and in unharvested crops and timber thereon shall belong to the Seller; and
- e. The Purchaser and all of the persons occupying the property whose interests are forfeited shall be required to surrender possession of the property, improvements and unharvested crops to the Seller ten (10) days after the Declaration of Forfeiture is recorded.

7. The following is an itemized statement of all payments of money in default, and for defaults not involving the failure to pay money, a statement of the action required to cure the default:

- a. Failure to pay three monthly payments of \$449.00 each due July 1, 2006, August 1, 2006, and September 1, 2006.
- b. Failure to pay late charges totalling \$166.50.
- c. Failure to pay 2006 first half real property taxes of \$425.06, plus interest and penalties. Pay first half 2006 real property taxes, plus interest and penalties and provide proof of payment.
- d. Failure to insure the premises. Insure premises and provide proof of insurance.

8. The following is a statement of other payments, charges, costs and fees necessary to cure default:

- a. Recording of Notice of Intent to Forfeit (Estimated) \$ 34.00
- b. Copying and Postage (Estimated) \$ 10.00

- c. Attorney's Fees \$1,500.00
- d. Contract Forfeiture Guarantee \$ 502.90

9. The total amount necessary to cure the defaults, costs and attorney's fees is the amount of \$3,560.40, plus the amount of any payments and taxes which fall due after the date of this Notice of Intent to Forfeit and on or prior to the date the default is cured.

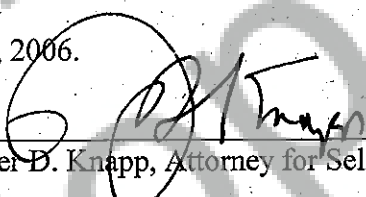
Monies required to cure this default must be tendered to Roger D. Knapp, Attorney at Law, at the following address: 430 NE Everett Street, Camas, Washington 98607.

10. Any 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.

11. Any 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 Sellers' 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 the Declaration of Forfeiture is recorded.

12. The Seller is not required to give any person any other notice of default before the Declaration which completes this forfeiture is given.

DATED this 8th day of September, 2006.

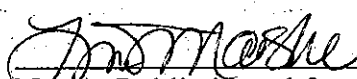

 Roger D. Knapp, Attorney for Sellers.

STATE OF WASHINGTON)
) ss.
 COUNTY OF CLARK)

On this day personally appeared before me ROGER D. KNAPP, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of September, 2006.

NOTARY PUBLIC
 LYNETTE J. MARSHALL
 STATE OF WASHINGTON
 My Commission Expires Oct. 2, 2009


 Notary Public in and for the State of
 Washington, Residing at Camas.
 My appointment expires: 10/2/09